

# CONTRACT DOCUMENTS

(SOLICITING, BIDDING, AND CONTRACTING)

## for Bidding the Nacimiento Dam South Access Road Repairs Project

**Request for Bid (RFB)  
No. 26-005**



1441 Schilling Place, North Building  
Salinas, CA 93901  
(831) 755-4860

**BID SET**

June, 9, 2026

**Monterey County Water Resources Agency  
Nacimiento Dam South Access Road Repairs Project  
Specification No. 26-005**

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<sup>2</sup> Appendix B-1 and B-2 are post-award documents.

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**FRONT DOCUMENT FD-01 – STAMPS AND SIGNATURES**

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The engineering portions of the Contract Documents for the Nacimiento Dam South Access Road Repairs Project, Specification No. 26-005, were prepared under the responsible charge of the following licensed engineer(s):

\_\_\_\_\_  
Design Engineer [Geotechnical / Civil Engineer]      Date  
Len Sansone  
GEI Consultants, Inc.

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**RECOMMEND FOR APPROVAL AND ADVERTISING BY AGENCY:**

\_\_\_\_\_  
Mark Foxworthy, P.E.      06/09/2026  
Senior Water Resources Engineer

**APPROVED BY:**

\_\_\_\_\_  
Ara Azhderian,      06/09/2026  
General Manager

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FRONT DOCUMENT FD-01 – STAMPS AND SIGNATURES

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OFFICE OF THE COUNTY  
COUNSEL-RISK  
MANAGEMENT APPROVED AS  
TO FORM

OFFICE OF THE COUNTY  
COUNSEL-RISK  
MANAGEMENT APPROVED AS  
TO INDEMNITY/ INSURANCE  
PROVISIONS

AUDITOR-CONTROLLER  
APPROVED AS TO FISCAL  
TERMS PROVISIONS

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By: KELLY L. DONLON  
Chief Assistant County  
Counsel  
Date: \_\_\_\_\_

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By: SUSAN K. BLITCH  
Risk Manager  
Date: \_\_\_\_\_

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By: MA MON  
Chief Deputy Auditor  
Controller  
Date: \_\_\_\_\_

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**Monterey County Water Resources Agency  
Nacimiento Dam South Access Road Repairs Project**

The Monterey County Water Resources Agency’s Board of Directors, pursuant to California Public Contract Code §§21120-21121, hereby invites sealed bids for constructing the Nacimiento Dam South Access Road Repairs Project, a public works project pursuant to §1720 of the California Labor Code, located at 10690 Nacimiento Lake Drive, Bradley, CA. 93426 in accordance with Specification No. 26-005.

**Federal Funding Notice.** This Project is funded in part by the Federal Emergency Management Agency (FEMA) Public Assistance Program. As a condition of federal funding, the procurement and resulting Contract are subject to the requirements of 2 C.F.R. Part 200, including but not limited to the federal contract provisions set forth in Appendix II. Bidders are advised that federal requirements apply to this solicitation and will apply to the Contract.

**Contract Documents Available.** A complete set of Contract Documents for the soliciting, bidding, and contracting requirements may be obtained on the Monterey County Water Resources Agency’s website at: [County Agreement Templates | County of Monterey, CA](https://www.countyofmonterey.gov/government/departments-a-h/administrative-office/contracts-purchasing/agreement-templates)

<https://www.countyofmonterey.gov/government/departments-a-h/administrative-office/contracts-purchasing/agreement-templates>

**Project Description.** The work of this contract includes the furnishing of all labor, material, tools, supplies, equipment, transportation, appurtenances, and services—unless specifically excluded herein—necessary to construct the Nacimiento Dam South Access Road Repairs Project in accordance with the drawings and specifications. The proposed work is generally described as follows:

The work consists of rehabilitation of the South Access Road at Nacimiento Dam, near Bradley CA. The South Access Road is a secondary maintenance access road that was damaged during the 2023 winter storms. Three sites along the access road require repairs. Soil nail retaining walls will be constructed at two of the damage sites. The third repair site is to be graded back to pre-storm conditions. All work will be performed in conformance with the approved engineered plans and the grading permit issued by the County of San Luis Obispo. The Work also includes all administrative, coordination, scheduling, submittal, documentation, and project-management duties required by the Contract Documents.

**Domestic Preference Requirements.** This Project is subject to the Build America, Buy America Act (Pub. L. 117-58) and 2 C.F.R. § 200.322. Requirements for domestic sourcing of iron, steel, manufactured products, and construction materials are included in **Section 01 11 00, “Summary of Work”** and will apply to all materials incorporated into the Work.

**Estimated Cost of Contract.** The Agency expects the total cost of construction to range between \$512,000.00 to \$600,000.00. This estimate is intended to serve merely as a guideline of the magnitude of work. Neither the bidders nor the contractor shall be entitled to claims because of any inaccuracy in the estimated cost range.

**Pre-Bid Conference Meeting.** A mandatory pre-bid conference will be held with representatives of prospective bidders at the location and time indicated below. Attendance at the pre\_bid.conference.

is a precedent condition to submitting a Bid and any Bid submitted by a Bidder that is not represented at the Pre-Bid Conference Meeting will be deemed non-responsive and rejected by the Agency. Attendance at the pre-bid conference by subcontractors is not required.

Pre-bid Conference Meeting

Date: MM, DD, 2026

Time: --:-- am/pm, local time

Location: Nacimiento Dam

Other: The meeting coordinates are: 35.757985, -120.882819

**Bidder Inquiries.** All questions regarding this solicitation must be submitted in writing per the following instructions. Interpretations or clarifications considered necessary by the Agency in response to such questions received will be issued by Bid Addenda.

Instructions for Issuing Inquiries

All questions must be submitted to Chris Calderon at CalderonC@countyofmonterey.gov Questions, and the Agency's response will be provided within a Bid Addendum.

Deadline: Received on or before ten (10) calendar days prior to the date and time for opening bids.

**Bid Submission and Opening.** Bids shall be submitted to the Agency in accordance with the requirements of **Document 00 21 13, "Instructions to Bidders"**, on or before **9:00 a.m. local time, JUL, DD, 2026**, unless revised by addendum. Bids will be publicly opened and read shortly after that time. Bids received by the Agency after the time specified will be returned unopened pursuant California Government Code §53068.

Be advised that an ineligible contractor or subcontractor pursuant to §1777.1 of the California Labor Code shall not bid on or be awarded a contract for a public works project.

The Bidder shall complete all federal certifications included within the Procurement Forms as required for FEMA-funded projects.

**Federal Debarment and Suspension.** Bidders and subcontractors must not be debarred, suspended, or otherwise excluded from participation in federally funded contracts. Verification of eligibility under 2 C.F.R. Part 180 will be required, and the Procurement Forms include the mandatory federal certification.

**Bid Security.** Each Bid shall be accompanied by a Bid Security in the form of a certified check, cashier's check, or a surety bond as a guarantee that the bidder will execute the proposed contract if awarded. Checks shall be made payable to the Monterey County Water Resources Agency. Bid bond shall be on the form provided in the **Document 00 43 13, "Bid Bond"**.

**Contractor's License.** The bidder shall have a California contractor's license, classification "A", at the time of submitting the Bid.

**Work Experience.** Bidders must provide on **Document 00 45 16, "Bidder's Experience Qualifications Form"** their experience in the past three (3) years for Road Slope Repairs/Retaining Wall Constructions.

**Bid Addenda.** The Monterey County Water Resources Agency (“AGENCY”) reserves the right to amend the RFB at any time using an addendum. The Bidder shall acknowledge receipt of all Addenda in its Bid.

**Prevailing Wage Requirements.** The chosen Bidder and all subcontractors performing work shall comply with California Labor Code (sections 1720, et.seq) governing public works, including payment of prevailing wages, payroll records and employment of apprentices.

**Bidder’s Registration with the California Department of Industrial Relations.** Attention is directed to the California Labor Code requirement for contractor and subcontractors registration with the California Department of Industrial Relations as a condition of bidding public works projects. Pursuant to Labor Code §1771.1, a contractor or subcontractor(s) shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Public Contract Code §4101, or engage in the performance of any contract for public work, unless they are currently registered and qualified to perform public work pursuant to Labor Code §1725.5.

**Provisions for Retention Withholds.** The Successful Bidder will be permitted to substitute securities for money that would otherwise be withheld by the Agency as provided in California Public Contract Code §22300.

**Prohibition on Certain Telecommunications Equipment.** In accordance with 2 C.F.R. § 200.216, the Bidders (and ultimately the Contractor) shall not use covered telecommunications equipment or services, including equipment produced by Huawei Technologies Company, ZTE Corporation, or other entities identified by federal regulation. Compliance with this requirement is mandatory.

THE BOARD OF DIRECTORS OF THE  
MONTEREY COUNTY WATER RESOURCES AGENCY

By:

\_\_\_\_\_  
Ara Azhderian  
General Manager

JUN 09, 2026

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**ARTICLE 1 – DEFINIED TERMS**

Terms used in these Instructions to Bidders and **Document 00 11 16, “Invitation to Bid”**, shall have the meanings assigned to them in **Document 00 71 00, “Definitions”**. Additional terms used in these Instructions to Bidders shall have the meanings indicated below, which are applicable to both the singular and plural thereof:

- A. Successful Bidder – the lowest qualified, responsible, and responsive Bidder to who the Agency (on the basis of the Agency’s evaluation as herein provided) makes an award.

**ARTICLE 2 – FORM OF BID**

The Bid shall be made on the following forms provided by the Agency:

<u>Document Number</u>	<u>Document Title</u>
<b>MCWRA REQUIRED FORMS</b>	
00 41 00	Bid Forms
00 43 13	Bid Bond (see Note 1)
00 43 15	List of Subcontractors
00 45 16	Bidder’s Experience Qualifications Form
00 45 19	Non-Collusion Affidavit
00 45 26	Workers Compensation Certificate
00 45 50	Iran Contracting Act Certification
<b>FEDERALLY REQUIRED FORMS</b>	
00 46 01	Bidder Acknowledgment of Federal Funding Conditions
00 46 10	Federal Anti-Collusion and Procurement Integrity Certification
00 46 20	Certification Regarding Debarment, Suspension, and Other Responsibility Matters
00 46 30	Certification Regarding Lobbying
00 46 31	Disclosure of Lobbying Activities (Standard Form LLL – Adapted)
00 46 40	Davis-Bacon Compliance Certification
00 46 41	Equal Employment Opportunity (EEO) Compliance Certification
00 46 42	Recovered Materials Compliance Certification

Note 1. Not necessary if cash or certified or cashier’s check accompanies Bid.

These documents constitute the Bid and shall be removed from the Contract Documents package, completed in ink, and packaged for submission as instructed herein. All blanks in the Bid Forms shall be filled. A Bid price shall be indicated for each Bid Item listed therein.

The Bid shall contain an acknowledgment of receipt of all Bid Addenda, in accordance with **Document 00 41 00, “Bid Forms”**.

The Bid shall be enclosed in a sealed envelope marked and addressed to, or delivered to:  
Monterey County Water Resources Agency  
Attention: General Manager  
1441 Schilling Pl., North Building  
Salinas, CA, 93901

The envelope shall be plainly marked in the upper left-hand corner with the name and address of the Bidder and bear the words “Bid for,” followed by the Agency’s Specification No. and title of the Project, and the date and hour of the opening of Bids. The Bidder’s security shall be enclosed in the same envelope with the Bid.

### **ARTICLE 3 – COPIES OF THE CONTRACT DOCUMENTS**

For availability of the Contract Documents, refer to **Document 00 11 16, “Invitation to Bid”**.

Complete sets of the Contract Documents, including any Addenda, must be used in preparing Bids; Agency will assume no responsibility for errors or misrepresentations resulting from the use of incomplete sets of Contract Documents.

### **ARTICLE 4 – PREPARATION OF THE BID**

At the Bidder’s own expense and prior to submitting a Bid, the Bidder shall make its own interpretation of Contract Documents. Bidder shall notify the Agency promptly in writing no later than ten (10) business days before the Bid opening date of conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and actual conditions and the written resolution thereof through Bid addenda issued by the Agency is acceptable to Bidder. The quantities of work or material stated in the unit-price items of the Bid Forms are given only as a basis of the comparison of bids, and the Agency does not expressly or impliedly agree that the actual amount of work or material will correspond therewith.

The Bidder shall thoroughly examine the Contract Documents, including the prevailing wage requirements and other cost factors including federally funded grant requirements; familiarize themselves with Federal, State and local laws, ordinances, permits, regulations and codes affecting the performance of the Work including the cost of all applicable taxes and duties, permits, and licenses required for the Work.

Bidder accepts all of the terms and conditions of the Contract Documents including, without limitation, those dealing with the disposition of Bid Security. A Bid may be rejected if

conditional or incomplete, or if it contains alterations of form, additions not called for, or other irregularities. A Bid will be rejected if such defect or irregularity results in a material change to the Bid.

The same person(s) shall sign all Bid forms that require a signature.

This Bid shall remain valid for a period of sixty (60) Days after the date of Bid opening.

#### **ARTICLE 5 – SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK**

The Bidder acknowledges that it has ascertained the nature and location of the Work, visited the site during the pre-Bid conference meeting and determined and assured itself as to the general and local conditions which in any way affect the performance of the Work; make such surveys and investigations, including investigations of subsurface or latent physical conditions at the site where work is to be performed; determine the character, quality, and quantities of the work to be performed and the materials and equipment to be provided; and correlate their observations, investigations and determinations with the requirements of the Contract Documents. The submission of a Bid shall be conclusive evidence that the Bidder has complied with all the requirements of this paragraph and any other requirements set forth in the Contract Documents. The failure or neglect of the Bidder to receive or examine any of the Contract Documents shall in no way relieve the Bidder from any obligations required by the Contract Documents. No claims for additional compensation will be allowed which is based upon lack of knowledge of the provisions or content of the Contract Documents.

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

Refer to **Document 00 11 16, “Invitation to Bid”**, for information regarding the pre-Bid conference meeting.

#### **ARTICLE 7 – BID AND SIGNATURES**

If the Bid is made by an individual, the Bidder shall sign **Document 00 41 00, “Bid Forms”**.

If the Bid is made by a partnership, the Bid shall be signed by a partner, who shall give its name and the name of all other partners.

If the Bid is made by Corporation, it shall be executed in accordance with the instructions on **Document 00 41 00, “Bid Forms”**.

If the Bid is made by a joint venture, the Bid shall be executed by a person duly authorized to bind each joint venture participant. For each joint venture participant, the Bidder shall

provide with the Bid evidence (such as a power of attorney or a resolution by a governing body) satisfactory to the Agency that demonstrates the authority of the persons executing **Document 00 41 00, “Bid Forms”**, on behalf of the joint venture participant. Also, the Bidder shall provide with the Bid the agreement establishing the joint venture.

#### **ARTICLE 8 – SUBCONTRACTORS**

Pursuant to §§4100-4114 of the California Public Contract Code, the Bidder shall complete **Document 00 43 15, “List of Subcontractors”**. The Agency may disqualify any Bidder who fails to comply with this requirement.

The Bidder acknowledges that an ineligible subcontractor pursuant to §1777.1 of the California Labor Code shall not bid on or be awarded a contract for a public works project.

#### **ARTICLE 9 – BID SECURITY**

Each Bid shall be accompanied by a Bid Security in the form of a certified check, cashier’s check, or a Bid Bond for an amount of ten percent (10%) of the total Bid amount. Checks shall be made payable to the Monterey County Water Resources Agency.

A Bid Bond using **Document 04 43 13, “Bid Bond”**, shall be issued by a corporate surety authorized to issue surety bonds in the State of California.

If a Bidder to whom an award is made fails or refuses to execute the Contract in accordance with **Article 16** herein, then the cash deposit, certified or cashier’s check, or Bidder’s Bond accompanying the Bid shall be forfeited, cashed, or enforced as appropriate. The money available therefrom shall become the property of the Agency as liquidated damages for such failure or refusal.

If the Successful Bidder complies with the foregoing requirements in a timely manner, its cash deposit, certified or cashier’s check, if furnished, shall be returned to it within five (5) business days of Contract execution, or the Bid Bond, if furnished, shall become void.

The Bid Security submitted by unsuccessful Bidders will be returned in a reasonable period of time but not later than sixty (60) Days from the time award is made.

#### **ARTICLE 10 – CONTRACTOR’S LICENSE AND QUALIFICATIONS OF BIDDERS**

Refer to **Document 00 11 16, “Invitation to Bid”**, for contractor’s licensing requirements.

The Bidder acknowledges that they will be required to perform with their own employees, the Contract Work amount to not less than fifty (50) percent of the original total Contract

Price, except that any “Specialty Items” needing to be performed by a subcontractor having a specialty contractor’s license may be performed by subcontract and the amount of any “Specialty Items” performed by subcontract may be deducted from the original total Contract Price before computing the amount of the Work required to be performed by the Bidder’s own organization. Failure of the Bidder to be properly and adequately licensed shall render Bidder ineligible to execute the Contract and shall result in the forfeiture of the Bid Security.

Be advised that an ineligible contractor or subcontractor pursuant to §1777.1 of the California Labor Code shall not bid on or be awarded a contract for a public works project.

#### **ARTICLE 11 – PREVAILING RATES OF WAGES**

The Successful Bidder and the Bidder’s agents, employees, and subcontractors shall comply with all applicable provisions of the California Labor Code and all federal, state, and local laws and regulations that affect the hours of work, wages, and other compensations of employees, non-discrimination, and other conduct of the work.

The Director of the California Department of Industrial Relations determines current prevailing wage rates or per diem wages and the general prevailing rates for holiday and overtime work in the locality in which the public work is to be performed for each craft, classification or type of work needed to execute the Work, and are available from the California Department of Industrial Relations’ Internet website at:  
<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

#### **ARTICLE 12 – WITHDRAWAL, MODIFICATION OF BIDS, RELIEF OF BIDDERS**

Withdrawal. A Bidder may withdraw its Bid before the hour fixed for opening bids, without prejudice to itself, by submitting a written request for withdrawal of the Bid. No Bid may be withdrawn after the hour fixed for opening bids without rendering the accompanying cash, certified or cashier’s check, or Bidder’s Bond subject to forfeiture.

Modification of Bids. Bids may be modified only if written notice is received by the Agency prior to the time set for Bid opening.

Relief of Bidders. Attention is directed to the provisions of California Public Contract Code §§5100-5107 concerning relief of Bidders and in particular to the requirement therein, that if the Bidder claims a mistake was made in the Bid presented to the Agency, the Bidder shall give the Agency written notice within five (5) business days after the opening of the Bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.

#### **ARTICLE 13 – EVALUATION OF BIDS**

The AGENCY reserves the right to reject any or all Bids, including without limitations the rights to reject any or all non-conforming, non-responsive, unbalanced, or conditional Bids. Agency further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsive. Agency may also reject the Bid of any Bidder if Agency believes that it would not be in the best interest of the Project to make an award to that Bidder. Agency also reserves the right to waive any irregularities or information not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder.

The Agency may conduct investigations as the Agency deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed subcontractors, suppliers, and other individuals or entities to perform and furnish the Work in accordance with the Contract Documents. The Bidder may be requested to provide information after the Bid opening to support the Agency's investigation.

#### **ARTICLE 14 – LOWEST RESPONSIBLE BIDDER**

In selecting the lowest responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the Work covered by the Bid. A showing of adequate financial resources may be required but will not alone determine whether a Bidder is competent to understand the proposed Work. To receive favorable consideration, a Bidder may be required to present evidence that it has successfully performed similar work of comparable magnitude or submit other satisfactory evidence to the Agency that it or its associates are personally competent to manage the proposed undertaking and to carry it forward to a successful conclusion.

In case of discrepancy between the unit price and the total price of an item, the unit price shall govern and the amount will be corrected accordingly, and the Bidder shall be bound by said correction; however, if the unit price is ambiguous, unintelligible, uncertain, is omitted, or is the same amount as the entry in the total column, then the unit price shall be the computed amount obtained by dividing the amount set forth as the total price divided by the estimated quantity of the item. When the Bid shows more than one item, and there is a conflict between the true total of the individual Bid Items and the sum shown as a total by the Bidder, the true total will be used and the Bidder shall be bound by said correction, and the incorrect sum shown by the Bidder will be disregarded.

In the event of a Bid price tie, the contract award will be made to the more responsible Bidder as determined by the General Manager.

#### **ARTICLE 15 – AWARD OF CONTRACT**

If the Bid is awarded, then the Contract will be awarded to the lowest responsible Bidder. The Agency will give the apparent Successful Bidder a conditional Notice of Award within sixty (60) Days of opening the bids, said “conditional” status contingency on the completion of the activities within **Article 16** herein. The Notice of Award will be sent to the Successful Bidder at the mailing address indicated in **Document 00 41 00, “Bid Forms”**.

#### **ARTICLE 16 - EXECUTION OF CONTRACT**

Within ten (10) business days from the mailing date of the Notice of Award, or within such additional time as the Agency may allow upon a showing of good cause, the Successful Bidder will be required to submit for approval the following documents:

- **Document 00 52 00, “Agreement”**
- **Document 00 61 12, “Payment Bond”** in the amount of 100 percent Bid
- **Document 00 61 13, “Performance Bond”**, in the amount of 100 percent of the Bid
- **Document 00 61 23, “Escrow Agreement for Security Deposits In-lieu of Retention”**, if so elected by the Successful Bidder.
- Evidence of insurances in accordance with the Agreement.
- Insurance policy endorsements.

The Bid Security shall be held by the Agency as a guarantee that the Successful Bidder will execute deliver the Agreement in good faith and will furnish all of the abovementioned documents within ten (10) business days from the mailing date of the Notice of Award, or within such additional time as the Agency may allow upon a showing of good cause.

If the Successful Bidder fails or refuses to comply with the foregoing requirements then the Agency has the right to determine that Bidder is non-responsive and an award may be made to the next lowest responsible Bidder, and the Bid Security shall be forfeited to the Agency in accordance with **Article 9** herein.

#### **ARTICLE 17 – CONTRACT TIMES**

The Contract Times shall be as specified in **Document 00 52 00, “Agreement”**.

#### **ARTICLE 18 – LIQUIDATED DAMAGES**

Provisions for Liquidated Damages, if any, shall be as set forth in **Document 00 52 00, “Agreement”**.

#### **ARTICLE 19 – NOTICE TO PROCEED**

Upon review and approval by the Agency of the documents identified in **Article 16** herein and the execution of the Agreement by both Parties, the Agency will issue a Notice to Proceed. The Contractor shall not commence with the Work until the Commencement Date specified in the Notice to Proceed.

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**DOCUMENT 00 31 00 – AVAILABLE PROJECT INFORMATION**

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The following documents contain information relative to the Project. The Agency does not represent that the documents show the conditions that will actually be encountered in performing the Work. Geotechnical sampling and test documents show the conditions encountered at particular points from which tests were obtained.

Document that are only available in hardcopy can be viewed at the Agency’s office. Call **(831) 755-4860** to make a viewing appointment. If a hardcopy reproduction is available, payment can be made by check made out to the Monterey County Water Resources Agency.

Project information that is available as PDF files can be downloaded from the Bid Portal.

No.	Title	Date	Author	Price per Set (when available only in hardcopy)
1.	GEI Geotechnical Memorandum	May 14, 2026	Leonard Sansone, Brian Tognolini	N/A
2.	2024 Geologic Evaluation of Slopes Above Nacimiento Powerhouse	May 13, 2026	Leonard Sansone, Scott Yehl	N/A

<< End of Document >>

## BID FORMS

### NACIMIENTO DAM SOUTH ACCESS ROAD REPAIRS PROJECT SPECIFICATION NO. 26-005

TO: THE BOARD OF DIRECTORS OF THE MONTEREY COUNTY WATER RESOURCES  
AGENCY, c/o GENERAL MANAGER, 1441 Schilling Place, North Building, Salinas, CA  
93901

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

Contact Name: \_\_\_\_\_

Telephone Number(s): \_\_\_\_\_

Contact's Email Address: \_\_\_\_\_

Pursuant to and in compliance with your Invitation to Bid and Instructions to Bidders, the undersigned, as Bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that they are aware of the provisions of California Labor Code §3700 which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and they will comply with such provisions before commencing the performance of the Work of this Agreement; that they have carefully examined the location of the proposed Work, and the Contract Documents herein referred to; that they have satisfied themselves, by personal examination of those items in the Contract Documents purporting to show a true representation of existing conditions; that they have satisfied themselves, by careful personal examination of the location of the proposed work and of the Contract Documents, that they fully understand the nature and character of the work to be done, and they propose and agree if this Bid is accepted, that they will contract with the Monterey County Water Resources Agency ("Agency") to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials and services specified in the Contract Documents in the manner and time herein prescribed, and according to the requirements of the Contract Documents as therein set forth, and that they will take in full payment therefor the following prices to wit.

**DOCUMENT 00 41 00 – BID FORMS**

Bid Item	Description	Unit	Estimated Quantity	Unit Price (U.S. Dollars)	Extended Amount (U.S. Dollars)
1	MOBILIZATION	LS	1	\$	\$
2	SHEETING, SHORING AND BRACING	LS	1	\$	\$
3a	TEMPORARY ENVIRONMENTAL PROTECTIONS	LS	1	\$	\$
3b	PERMANENT ENVIRONMENTAL PROTECTIONS	LS	1	\$	\$
4	SURVEY SERVICES	LS	1	\$	\$
5	CONSTRUCTION TESTING SERVICES	LS	1	\$	\$
6	SITE NO. 3 WORK	LS	1	\$	\$
7	SITES NO. 1 AND 2 SLOPE EXCAVATION AND OFFHAUL	CY	350	\$	\$
8	SITE NO. 1 SOIL NAIL WALL SYSTEM ERECTION	SF	258	\$	\$
9	SITE NO. 2 SOIL NAIL WALL SYSTEM ERECTION	SF	624	\$	\$
10	SITE NO. 1 AND NO. 2 SOIL NAIL WALL PERMEABLE FILL BACKFILL	CY	45	\$	\$
11	SITE NO. 1 AND NO. 2 SOIL NAIL WALL CLASS II AGGREGATE BASE BACKFILL AND FINAL SHAPING AND GRADING OF ACCESS ROAD SURFACE	CY	80	\$	\$
12	CONCRETED-ROCK SLOPE PROTECTION	LS	1	\$	\$
13	COMPACTED FILL SLOPE PROTECTION	LS	1	\$	\$
14	CALTRANS TYPE L-2 OBJECT MARKERS (TWO-PLATE SYSTEM)	EA	8	\$	\$
15	SITE NO. 2 CULVERT MODIFICATION WITH DOWNDRAIN	LS	1	\$	\$
16	DEMOBILIZATION AND PROJECT CLOSEOUT REQUIREMENTS	LS	1	\$	\$
17	<u>MISCELLANEOUS WORK REQUIRED FOR COMPLETION OF ELIGIBLE STORM-DAMAGE REPAIRS</u>	LS	1	\$	\$

BASE BID FOR PROJECT

**TOTAL BID PRICE IN FIGURES:** \$ \_\_\_\_\_

**TOTAL BID PRICE IN WORDS:** \_\_\_\_\_

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Agency in the form included as **Document 00 52 00, "Agreement"**, to perform and furnish all work as specified or indicated in the Contract Documents for the

Contract Price and within the Contract Time indicated in the Agreement and in accordance with all other terms and conditions of the Contract Documents.

**BID SECURITY**

A Bidder must submit a Bid Security accompanying this Bid in one of the following forms: cash, cashier's check, certified check, or Bid Bond. Accompanying this Bid is \_\_\_\_\_ in an amount equal to at least ten percent (10%) of the total Base Bid amount. (Write in on the blank line the words »cash?cashier's check?certified check?or Bid Bond that satisfies the Bid Security being provided with the Bid);

**ADDENDA**

The undersigned acknowledges receipt of Addenda, which have been considered in preparing this Bid.

Bid Addendum No. _____	Dated _____
Bid Addendum No. _____	Dated _____
Bid Addendum No. _____	Dated _____
Bid Addendum No. _____	Dated _____
Bid Addendum No. _____	Dated _____

**IMPORTANT NOTICE**

Bidder warrants and represents that they are licensed in accordance with an Act provided for the registration of Contractors, License No. \_\_\_\_\_, Class \_\_\_\_\_, License Expiration Date \_\_\_\_\_. (Note: the Successful Bidder must possess the license classification specified in the Invitation to Bid and Instructions to Bidders).

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

Signature of Bidder: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

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

Business' Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

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**DOCUMENT 00 41 00 – BID FORMS**

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Business' Physical Address: \_\_\_\_\_  
\_\_\_\_\_

Business' Telephone Number: \_\_\_\_\_

NOTICE: If Bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contact on behalf of the corporation; if Bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; if the Bidder is an individual, his or her signature shall be placed above; if Bidder is a joint venture, the true name of the joint venture shall be set forth above together with the signature of the authorized agent of the joint venture. If signature is by an agent, other than an officer of a corporation or a member of a partnership, or a principal of a joint venture, then a Power of Attorney must be on file with the Agency prior to opening of Bids or submitted with the Bid; otherwise, the Bid will be disregarded as irregular and unauthorized.

**PLEASE RETURN THIS FORM WITH YOUR BID**

<< End of Document >>

**BID BOND**

(California Public Contract Code §20129 and §20929)

WHEREAS the Principal has submitted the accompanying Bid dated \_\_\_\_\_,  
to the Monterey County Water Resources Agency, for the following Project:

**Nacimiento Dam South Access Road Repairs Project,**

and, WHEREAS, Principal, as Bidder, is required to furnish a bond executed by an admitted surety in connection with said Bid, to secure the timely execution of the contract and delivery of bonds and insurance certificates, in the event that the contract is awarded to the Principal.

NOW, THEREFORE, we \_\_\_\_\_  
as Principal, and \_\_\_\_\_

\_\_\_\_\_ as  
Surety, are held and firmly bound unto the Monterey County Water Resources Agency in the Penal Sum of Twenty-five thousand dollars (\$25,000.00), which sum is not less than ten percent (10%) of the Base Bid amount, excluding Bid Alternates, of the Principal submitted to the Monterey County Water Resources Agency for the above described project, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH THAT:**

If the Principal is awarded the contract and, within the time and manner required under the Contract Documents for the above-described project, after the prescribed forms are presented to him for signature, (1) enters into a written contract in the prescribed form, in accordance with the Bid, (2) files such insurance certificates with the Monterey County Water Resources Agency as may be required by said Contract Documents, and (3) files a Performance Bond and a Payment Bond with the Monterey County Water Resources Agency, in conformity with said Contract Documents, then this obligation shall be null and void; otherwise, it shall remain in full force.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed there under, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

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**DOCUMENT 00 43 13 – BID BOND**

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If the Monterey County Water Resources Agency brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the Monterey County Water Resources Agency in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

\_\_\_\_\_  
Principal

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

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

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

(Corporate Seal)

\_\_\_\_\_  
Surety

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

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

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

Address: \_\_\_\_\_

Attach (1) a copy of authorization for signature for Principal, and (2) an original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

**PLEASE RETURN THIS FORM WITH YOUR BID (if applicable)**

<< End of Document >>

## LIST OF SUBCONTRACTORS

(California Public Contract Code §4100 et. seq.)

Following is the name and location of each subcontractor who will perform labor, render service or provide equipment to the general contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.50%) of the total bid presented herewith; and the portion of the work to be done by each subcontractor.

- Check this box if no subcontractors are required to be listed for work or labor to be performed or services to be rendered. Otherwise, provide all requested information below.**



**DOCUMENT 00 43 15 - LIST OF SUBCONTRACTORS**

Portion of Work (Bid Item/ Description)	Amount of Bid (U.S. Dollars)	Subcontractor Name / License Number & Expiration Date	Subcontractor's Address	DIR Registration Number

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

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

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

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

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

**PLEASE RETURN THIS FORM WITH YOUR BID**

<< End of Document >>

## CONTRACTOR’S EXPERIENCE QUALIFICATIONS

The Bidder has been engaged in the contracting business under the present business name for \_\_\_\_\_ years. Experience in work of a nature similar to that covered in the Bid extends over a period of \_\_\_\_\_ years. The following contracts involving construction of Road Repair/Retaining Wall Construction or similar in the State of California have been satisfactorily completed in the last three (3) years.

Project Location and Owner	Work Description (Project summary, scope, cost, timeline)	Contact Name	Method to Contact (Phone and/or email)

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

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

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

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

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

**PLEASE RETURN THIS FORM WITH YOUR BID**

<< End of Document >>

# NONCOLLUSION AFFIDAVIT

## NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

(California Public Contract Code §7106)

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing Bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration is executed on \_\_\_\_\_ [Date], at \_\_\_\_\_ [City], \_\_\_\_\_ [State].

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

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

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

**PLEASE RETURN THIS FORM WITH YOUR BID**

<< End of Document >>

## WORKERS’ COMPENSATION CERTIFICATE

(California Labor Code §1861)

The undersigned certifies that, on behalf of the Bidder, I am aware of the provisions of §3700 of the California Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and on behalf of the Bidder, I will comply with such provisions before commencing the performance of the work of this contract.

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

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

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

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

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

**PLEASE RETURN THIS FORM WITH YOUR BID**

<< End of Document >>

## IRAN CONTRACTING ACT CERTIFICATION

(California Public Contract Code §2200 et. seq.)

As specified in the Instructions to Bidders, pursuant to Public Contract Code §2204, each Bidder submitting a Bid in which the Bid amount is \$1,000,000 or more must also submit with its Bid this Iran Contracting Act Certification. Failure to submit the certification may render the bid non-responsive.

The undersigned Bidder certifies (mark with an “X” the applicable circumstance):

\_\_\_\_\_ The Bidder submitting the accompanying Bid is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (DGS) pursuant to California Public Contract Code §2203(b), and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

\_\_\_\_\_ The Bidder submitting the accompanying Bid has previously received written permission from the Agency, pursuant to subdivision (c) or (d) of California Public Contract Code §2203, to submit a bid. A copy of the written permission from the Agency is submitted with the accompanying Bid.

The undersigned hereby certify that they are duly authorized to execute this certification on behalf of the Bidder identified below, and that they are aware that California Public Contract Code §2205 establishes the following penalties for providing false certifications: civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made, termination of the existing contract at the option of the Agency, and three-year ineligibility to bid on Agency contracts from the date of the determination of the false certification.

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

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

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

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

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

**PLEASE RETURN THIS FORM WITH YOUR BID**

<< End of Document >>

## BIDDER ACKNOWLEDGMENT OF FEDERAL FUNDING CONDITIONS

### 1. Purpose

This Document 00 46 01, "Bidder Acknowledgment of Federal Funding Conditions," is submitted with the Bid. Its purpose is to confirm that the Bidder has been informed that the Project is funded, in whole or in part, with federal financial assistance and that the Bidder understands and agrees that, if awarded the Contract, the Bidder will be required to comply with all applicable federal requirements incorporated into the Contract Documents.

### 2. Federal Funding Source(s)

The AGENCY has identified the following federal awarding agency or agencies as providing funding for this Project. The Bidder shall review the checked boxes below and acknowledge the applicable federal requirements.

#### Federal Funding Source(s) for This Project (checked by AGENCY):

- FEMA** – Federal Emergency Management Agency (Stafford Act; 2 C.F.R. Part 200; FEMA Public Assistance Program)
- EPA** – U.S. Environmental Protection Agency (Clean Water SRF; Drinking Water SRF; WIFIA; 2 C.F.R. Part 200)
- DOE** – U.S. Department of Energy (Energy infrastructure and grid-resilience programs)
- USDA** – U.S. Department of Agriculture (Rural Development Water & Waste Disposal; Emergency Watershed Protection)
- DOT (FHWA)** – U.S. Department of Transportation (Emergency Relief Program; flood-damaged transportation infrastructure)
- USACE** – U.S. Army Corps of Engineers (WRDA-authorized civil works projects; cost-shared flood control projects)
- USBR** – U.S. Bureau of Reclamation (WaterSMART; drought response; irrigation and water-supply infrastructure)
- Other Federal Agency (specify):** \_\_\_\_\_

### 3. Bidder Acknowledgments

By signing this Document, the Bidder acknowledges and agrees that:

1. The Bidder has reviewed the federal requirements contained in **Exhibit A – Conditions of the Contract**, an exhibit to **Document 00 52 00, AGREEMENT**, and any other federal requirements included in the Contract Documents.
2. The Bidder understands that these federal requirements will apply to the Contract if awarded.
3. The Bidder agrees to comply with all applicable federal requirements, including but not limited to:
  - a. federal access to records, personnel, and the Work;
  - b. documentation and recordkeeping obligations;
  - c. procurement and contracting requirements;
  - d. program-specific requirements of the federal awarding agency;
  - e. all flow-down requirements applicable to Subcontractors and suppliers.
4. The Bidder understands that failure to comply with federal requirements may result in:
  - a. ineligibility for award,
  - b. withholding of payment,

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**DOCUMENT 00 46 01 – BIDDER ACKNOWLEDGMENT OF FEDERAL FUNDING CONDITIONS**

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- c. termination for cause, or
- d. loss of federal reimbursement to the AGENCY.

**4. Certification**

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

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

Business Name: \_\_\_\_\_

By (signature): \_\_\_\_\_

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

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

**PLEASE RETURN THIS FORM WITH YOUR BID**

<< End of Document >>

# FEDERAL ANTI-COLLUSION AND PROCUREMENT INTEGRITY CERTIFICATION

(compliant with 2 C.F.R. Part 200, FEMA requirements, and federal procurement integrity rules)

The undersigned hereby certifies the following to the AGENCY in connection with the Bid submitted for this Project:

## 1. No Federal Collusion or Anti-Competitive Conduct

The Bidder certifies that it has not engaged in any conduct that violates federal procurement standards, including but not limited to:

- a. 2 C.F.R. § 200.319(b) (no restrictive or anti-competitive practices)
- b. 41 U.S.C. Chapter 87 (Anti-Kickback Act)
- c. Any federal law prohibiting bid rigging, price fixing, or collusive behavior

## 2. No Improper Influence or Procurement-Sensitive Information

The Bidder certifies that it has not:

- a. obtained procurement-sensitive information
- b. attempted to improperly influence any federal, state, or local official
- c. violated any federal procurement integrity rules

## 3. No Federal Lobbying with Federal Funds

The Bidder certifies that:

- a. no federal appropriated funds have been used to influence any federal employee or Member of Congress in connection with this Bid, as required by 31 U.S.C. § 1352
- b. if non-federal funds were used for lobbying, the Bidder has submitted Standard Form LLL (Disclosure of Lobbying Activities)

## 4. No Debarment or Suspension

The Bidder certifies that it is not debarred, suspended, or otherwise excluded from participation in federal programs under 2 C.F.R. Part 180.

## 5. Flow-Down to Subcontractors

The Bidder certifies that it will require all Subcontractors to comply with these federal requirements.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

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

Business Name: \_\_\_\_\_

By (signature): \_\_\_\_\_

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

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

**PLEASE RETURN THIS FORM WITH YOUR BID**

<< End of Document >>

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

(Required for Federally Funded Projects)

The Bidder certifies, to the best of its knowledge and belief, that:

1. The Bidder and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal programs under 2 C.F.R. Part 180 or 2 C.F.R. § 200.214.
2. The Bidder has not, within the past three (3) years, been convicted of or had a civil judgment rendered against it for:
  - a. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public contract
  - b. violation of federal or state antitrust statutes
  - c. embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
3. The Bidder is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, any of the offenses listed above.
4. The Bidder has not, within the past three (3) years, had a public transaction terminated for cause or default.
5. The Bidder shall require all Subcontractors to provide the same certification prior to award of any subcontract.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

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

Business Name: \_\_\_\_\_

By (signature): \_\_\_\_\_

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

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

**PLEASE RETURN THIS FORM WITH YOUR BID**

<< End of Document >>

## CERTIFICATION REGARDING LOBBYING

(Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352, Required for Federally Funded Projects Exceeding \$100,000)

The Bidder certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder, to any person for influencing or attempting to influence:
  - a. an officer or employee of any federal agency,
  - b. a Member of Congress,
  - c. an officer or employee of Congress, or
  - d. an employee of a Member of Congress, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any non-federal funds have been paid or will be paid to any person for influencing or attempting to influence any of the officials identified above, the Bidder shall complete and submit Standard Form LLL (Disclosure of Lobbying Activities) in accordance with its instructions.
3. The Bidder shall require that the language of this certification be included in all subcontracts, purchase orders, and lower-tier agreements exceeding \$100,000, and that all Subcontractors shall certify and disclose accordingly.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

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

Business Name: \_\_\_\_\_

By (signature): \_\_\_\_\_

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

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

**PLEASE RETURN THIS FORM WITH YOUR BID**

<< End of Document >>

## DISCLOSURE OF LOBBYING ACTIVITIES

(31 U.S.C. § 1352; 2 C.F.R. Part 200, Appendix II(I), Required only if Bidder has engaged in lobbying using non-federal funds.)

### INSTRUCTIONS:

This form must be completed and submitted **only if** the Bidder or its principals have used non-federal funds to pay any person for influencing or attempting to influence:

- an officer or employee of any federal agency,
- a Member of Congress,
- an officer or employee of Congress, or
- an employee of a Member of Congress,

in connection with this Bid or any federal contract, grant, loan, or cooperative agreement related to the Project. **Do not submit this form** if no such lobbying activities have occurred.

### 1. Bidder Information

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

### 2. Reporting Entity

Prime Bidder  Subcontractor  Other (specify): \_\_\_\_\_

### 3. Federal Program Information

Federal Program or Grant: \_\_\_\_\_

Federal Awarding Agency: \_\_\_\_\_

Federal Assistance Identification Number (if known): \_\_\_\_\_

### 4. Lobbying Contact Information

Name of Lobbying Registrant (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

Person(s) Contacted (Name and Title): \_\_\_\_\_

Federal Agency or Congressional Office Contacted: \_\_\_\_\_

### 5. Lobbying Activity Details

Describe the nature of the lobbying activity, including:

- the issue lobbied,
- the position taken,
- the method of communication (e.g., meeting, phone call, written communication), and
- the date(s) of the activity.

Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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**DOCUMENT 00 46 31 – DISCLOSURE OF LOBBYING ACTIVITIES**

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**6. Amount of Payment**

Amount paid or expected to be paid (non-federal funds only): \$ \_\_\_\_\_

Form of payment (check all that apply):  Cash  In-kind (specify): \_\_\_\_\_

**7. Certification**

The undersigned certifies that the information provided above is true, complete, and accurate to the best of his or her knowledge and belief.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

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

Business Name: \_\_\_\_\_

By (signature): \_\_\_\_\_

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

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

**PLEASE RETURN THIS FORM WITH YOUR BID ONLY IF LOBBYING ACTIVITIES OCCURRED**

<< End of Document >>

# DAVIS-BACON COMPLIANCE CERTIFICATION

(Required for Federally Funded Projects Subject to the Davis-Bacon and Related Acts)

The Bidder certifies, to the best of its knowledge and belief, that:

1. The Bidder will comply with all requirements of the Davis-Bacon and Related Acts (DBRA), including but not limited to:
  - a. payment of not less than the prevailing wage rates and fringe benefits contained in the applicable U.S. Department of Labor wage determination,
  - b. submission of weekly certified payrolls in accordance with 29 C.F.R. Part 3,
  - c. compliance with all labor standards provisions in 29 C.F.R. Part 5, and
  - d. posting of the applicable wage determination and required notices at the jobsite.
2. The Bidder will ensure that all laborers and mechanics employed on the Project are paid weekly and receive no less than the applicable prevailing wage rates for the classification of work actually performed, regardless of any contractual relationship alleged to exist.
3. The Bidder will require all Subcontractors of every tier to comply with DBRA requirements, including:
  - a. payment of prevailing wages,
  - b. submission of certified payrolls,
  - c. compliance with all labor standards provisions, and
  - d. flow-down of DBRA requirements to lower-tier subcontractors.
4. The Bidder acknowledges that failure to comply with DBRA requirements may result in withholding of payments, contract termination, suspension, debarment, or other remedies available under federal law.
5. The Bidder certifies that it has reviewed the applicable wage determination included in the Contract Documents or otherwise provided by the AGENCY.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

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

Business Name: \_\_\_\_\_

By (signature): \_\_\_\_\_

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

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

**PLEASE RETURN THIS FORM WITH YOUR BID**

<< End of Document >>

## EQUAL EMPLOYMENT OPPORTUNITY (EEO) COMPLIANCE CERTIFICATION

(Required for Federally Funded Projects Exceeding \$10,000)

The Bidder certifies, to the best of its knowledge and belief, that:

1. The Bidder will comply with Executive Order 11246, “Equal Employment Opportunity,” as amended, and with all implementing regulations issued by the U.S. Department of Labor, including 41 C.F.R. Part 60-1.
2. The Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, and will take affirmative action to ensure that applicants and employees are treated without regard to these characteristics.
3. The Bidder will include the Equal Opportunity Clause set forth in 41 C.F.R. § 60-1.4(b) in every subcontract or purchase order of \$10,000 or more, and will require all Subcontractors to comply with the clause and all applicable EEO requirements.
4. The Bidder will maintain all required employment and personnel records, permit access to such records by authorized federal officials, and comply with all reporting and posting requirements, including posting the “Equal Employment Opportunity is the Law” notice at the jobsite.
5. The Bidder acknowledges that noncompliance with EEO requirements may result in sanctions, including withholding of payments, contract termination, suspension, or debarment.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

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

Business Name: \_\_\_\_\_

By (signature): \_\_\_\_\_

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

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

**PLEASE RETURN THIS FORM WITH YOUR BID**

<< End of Document >>

# RECOVERED MATERIALS COMPLIANCE CERTIFICATION

(Required for Federally Funded Projects Subject to 2 C.F.R. § 200.323)

The Bidder certifies, to the best of its knowledge and belief, that:

1. The Bidder will comply with Section 6002 of the Solid Waste Disposal Act, as amended, and with all requirements of 2 C.F.R. § 200.323, including the procurement and use of products containing recovered materials as designated by the U.S. Environmental Protection Agency (EPA).
2. The Bidder will provide, use, and install EPA-designated items containing the highest percentage of recovered materials practicable, consistent with:
  - a. maintaining a satisfactory level of competition,
  - b. meeting performance requirements, and
  - c. meeting price requirements.
3. The Bidder will ensure that all Subcontractors comply with the recovered materials requirements applicable to this Project, including the use of EPA-designated products where such products are:
  - a. available,
  - b. competitively priced, and
  - c. meet performance specifications.
4. The Bidder will maintain documentation demonstrating compliance with recovered materials requirements and will make such documentation available to the AGENCY or federal awarding agency upon request.
5. The Bidder acknowledges that failure to comply with recovered materials requirements may result in remedies available under federal law, including withholding of payments or other sanctions.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

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

Business Name: \_\_\_\_\_

By (signature): \_\_\_\_\_

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

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

**PLEASE RETURN THIS FORM WITH YOUR BID**

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## AGREEMENT

THIS AGREEMENT (hereinafter, the “AGREEMENT”), is made and entered into by and between the Monterey County Water Resources Agency (hereinafter, the “AGENCY”), the Party of the first part, and \_\_\_\_\_ (hereinafter the “CONTRACTOR”), the Party of the second part.

### RECITALS:

1. The AGENCY solicited bid proposals for the Nacimiento Dam South Access Road Repairs Project, located in San Luis Obispo County, California (hereinafter the “Project”); and,
2. CONTRACTOR submitted the lowest responsive and responsible Bid and proposal and the AGENCY desires to award the Contract to CONTRACTOR to complete the Project.

**WITNESSETH:** That the Parties hereto do mutually agree as follows:

### ARTICLES OF THE AGREEMENT

- |  |   |
|--|---|
| 1. Scope of Work                                   | 12. Safety  |
| 2. Contract Times                                  | 13. Subcontractors  |
| 3. Contract Price                                  | 14. Notification of Third-Party Claims                      |
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| 5. Liquidated Damages                              | 16. Conflict of Interest Prohibition                        |
| 6. Change Orders                                   | 17. Compliance with Applicable Laws and Permit Requirements |
| 7. Warranties                                      | 18. Employment Practices                                    |
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| 9. Bond Requirements                               | 20. Contract Interpretation and Miscellaneous Provisions    |
| 10. Insurance                                      | 21. AGENCY’S and Engineer’s Status During Construction      |
| 11. Overriding CONTRACTOR Performance Requirements | 22. Claims and Dispute Resolution                           |

### ARTICLE 1. SCOPE OF WORK

- 1.1 The CONTRACTOR shall, within the time stipulated, perform the Contract as herein defined and shall furnish all work, labor, equipment, transportation, material, and services to construct and complete the Project in a good, expeditious, workmanlike, and substantial manner.
- 1.2 All work shall be completed in strict conformance with this AGREEMENT, the Drawings, Specifications, and working details set forth in Contract Documents listed below, incorporated herein by this reference and attached hereto as Exhibits, and to the satisfaction of AGENCY:

A. **Exhibit A** – Conditions of the Contract, including:

1. **Document 00 71 00, “Definitions”**
2. **Document 00 73 00, “Supplemental Conditions to the AGREEMENT”**

B. **Exhibit B** – Contract Price and Payment Provisions

C. **Exhibit C** – Specifications, including:

1. General Requirements (Division 01)
  2. Technical Requirements (Divisions 02 onward)
- D. **Exhibit D** – Drawings
  - E. **Exhibit E** – CONTRACTOR’S Executed Payment Bond and Performance Bond
  - F. **Exhibit F** – CONTRACTOR’S Certificate(s) of Insurance
  - G. **Exhibit G** – CONTRACTOR’S Additional Insured Insurance Policy Endorsements
  - H. **Exhibit H** - Bid Addenda

Other documents that are part of the Contract Documents include the Bid Addenda; Change Orders, Field Orders, written interpretations, and other written modifications issued in accordance with the Contract Documents; CONTRACTOR’S accepted Submittals; other documents specifically incorporated by reference in the Agreement; and the Notice to Proceed.

“Permits,” are not included in this list because permits are regulatory instruments issued by outside authorities and do not constitute Contract Documents; however, the CONTRACTOR remains fully responsible for obtaining, complying with, and adhering to all permits as required by the Contract Documents.

- 1.3 All of the above-referenced Contract Documents are intended to be complementary. Work required by one of the above referenced Contract Documents and not by others shall be done as if required by all. In the event of a conflict between one Contract Document and any of the other Contract Documents, the provisions in the document highest in precedence shall be controlling. The order of precedence of the Contract Documents is as follows:
  - A. Change Orders, Field Orders, and written interpretations issued pursuant to and in accordance with the AGREEMENT.
  - B. Notice to Proceed
  - C. AGREEMENT (**Document 00 52 00**)
  - D. Supplemental Conditions to the AGREEMENT (**Document 00 73 00**)
  - E. Definitions (**Document 00 71 00**)
  - F. General Requirements (Division 01)
  - G. Technical Requirements (Division 02 onward)
  - H. Drawings

- I. Bid Addenda
- J. CONTRACTOR’S Accepted Submittals
- K. Other documents or reports specifically incorporated by reference.

Reference Standards (e.g., ASTM, ASME, ACI, AWS, etc.) have no independent contractual authority and apply only to the extent specifically referenced in the Specifications. Bid Addenda are included in the Contract Documents solely as pre-award modifications to the bidding documents and have no effect on the Contract after execution, except to the extent their revisions are incorporated into the Specifications and Drawings. Only Change Orders and other post-award written modifications issued under the Contract may amend the Contract Documents after execution; Bid Addenda do not modify the Contract after execution. CONTRACTOR’S Accepted Submittals are post-award documents reviewed by the AGENCY for conformance with the Contract Documents and do not modify the Contract or change the CONTRACTOR’S obligations unless expressly approved as a deviation or substitution in a written modification issued in accordance with the Contract Documents.

With respect to the Drawings, the order of precedence is as follows:

- A. Figures govern over scaled dimensions,
- B. Detail drawings govern over general drawings,
- C. Addenda drawings (pre-award) and Change Order drawings (post-award) govern over Contract Drawings, and
- D. Contract drawings govern over standard drawings.

## ARTICLE 2. CONTRACT TIMES

- 2.1 Commencement Date. The Commencement Date of this AGREEMENT is set forth in the AGENCY’S Notice to Proceed.
- 2.2 Milestone Dates. Milestones are specified times when elements of the Project work shall be completed. Milestone dates include intermediate milestones and milestones associated with Substantial and Final Completions. The milestone dates of this AGREEMENT are set forth in **Document 00 73 00, “Supplemental Conditions to the Agreement”**.
  - A. Intermediate Milestone(s). An intermediate milestone defines prerequisite work items that shall be accomplished to accommodate a specific project event and typically is a level of work completion necessary to accommodate the continued progression of the Project in an orderly manner.
  - B. Substantial Completion Milestone. When the CONTRACTOR considers the Work ready for its intended use the CONTRACTOR shall notify the AGENCY and the Engineer in writing that the Work is substantially complete. Substantially complete

means that the Project work is finished to the point of completion that is set forth in **Document 00 73 00, “Supplemental Conditions to the Agreement”**. The CONTRACTOR shall attach to this request a list (punch list) of all Work items that remain to be completed and a request that the Engineer prepare a Certificate of Substantial Completion. Within a reasonable time thereafter, the AGENCY, the CONTRACTOR, and the Engineer shall make an inspection of the Work to determine the status of completion. If the Engineer does not consider the Work substantially complete, or that the list of remaining Work items is not comprehensive, the Engineer will notify the CONTRACTOR in writing giving the reasons therefore. If the Engineer considers the work substantially complete, the Engineer will prepare and deliver to the AGENCY the Certificate of Substantial Completion signed by the Engineer and CONTRACTOR, which shall fix the date of Substantial Completion.

- C. **Final Completion Milestone.** Final Completion milestone is set forth in **Document 00 73 00, “Supplemental Conditions to the Agreement”**. Final Completion requires the completion of all Work specified in the Contract Documents, and the successful completion of closing out the Project in accordance with Specification **Section 01 77 00, “Contract Closeout Procedures”**.

### ARTICLE 3. CONTRACT PRICE

- 3.1 The CONTRACTOR shall be compensated as full consideration for furnishing all labor, materials, equipment, tools, services, and incidentals necessary to complete the Work under this AGREEMENT on a lump-sum basis per accepted Bid Items and Bid Alternates (if applicable), as identified in AGREEMENT **Exhibit B, “Contract Price and Payment Provisions”**, up to a Contract Price total specified in **Exhibit B**. The Bid Form submitted by the CONTRACTOR is not a Contract Document and shall not be used to interpret the Work or modify the Contract Price.
- 3.2 Compensation shall remain firm for term of this AGREEMENT, unless agreed otherwise by written Change Order as provided in AGREEMENT **Article 6**.
- 3.3 Retention of five percent (5%) of each approved progress payment will be withheld by the AGENCY. At Substantial Completion the AGENCY, at its option, may release any portion of the retained amount to the CONTRACTOR. In accordance with California Public Contract Code §22300, the CONTRACTOR may, at its sole expense and option, substitute securities for any moneys withheld by the AGENCY as retention, or request that retention moneys be deposited into an escrow account. If the CONTRACTOR elects to use an escrow account, the CONTRACTOR shall execute the Escrow Agreement included in **Document 00 61 23, “Escrow Agreement for Security Deposits In Lieu of Retention”**, and all escrow arrangements shall comply with §22300.
- 3.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than thirty (30) days.

- 3.5 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from AGENCY via written Change Order.

ARTICLE 4. PAYMENT PROVISIONS

- 4.1 CONTRACTOR shall submit any Application for Payment in accordance with AGREEMENT **Exhibit B**. Applications for Payment will be processed by Engineer as provided in the Exhibit.

ARTICLE 5. LIQUIDATED DAMAGES

- 5.1 The Parties agree that in case all the work called for under the Contract in all parts and requirements is not completed within the Contract Times specified in the AGREEMENT, damage will be sustained by the AGENCY, and that it is and will be impracticable and extremely difficult to determine the actual damage which the AGENCY will thereby sustain. The Parties therefore agree that the CONTRACTOR will pay to the AGENCY the amount set forth in **Document 00 73 00, “Supplemental Conditions to the Agreement”**, for each calendar Day of delay until the work is completed and accepted. CONTRACTOR and his surety shall be liable for the total amount thereof. The CONTRACTOR agrees to pay said liquidated damages established herein and further agrees that the AGENCY may deduct the amount thereof from any monies due or that may become due (or to become due) the CONTRACTOR under the Contract.

- 5.2 Liquidated damages for Substantial Completion and Final Completion run concurrently unless otherwise stated.

ARTICLE 6. CHANGE ORDERS

6.1 Definitions

- A. “Change Order” shall mean a written modification of the Contract between the AGENCY and the CONTRACTOR, signed by the AGENCY and the CONTRACTOR.
- B. “Change Order Proposal” shall mean a CONTRACTOR-generated document in response to a Change Order Request (COR).
- C. “Change Order Request” (COR) shall mean a document which informs the CONTRACTOR of a proposed change in the Work, and appropriately describes or otherwise documents such change.
- D. “Force Majeure” means an event or condition that is beyond the reasonable control of the CONTRACTOR, is not the result of the CONTRACTOR’S fault or negligence, and that could not have been prevented, avoided, or overcome by the exercise of reasonable diligence. Force Majeure events include, but are not limited to:
  - 1. Earthquakes, wildfires, floods, and other acts of God.

2. Epidemics, pandemics, or public-health emergencies.
3. Widespread labor strikes or labor disturbances not limited to the CONTRACTOR or its Subcontractors
4. Acts of war, terrorism, or civil unrest.
5. Governmental orders, embargoes, or shutdowns that directly affect the Work and are not the result of the CONTRACTOR'S actions.

## 6.2 General

- A. The AGENCY, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions. The Contract shall be adjusted accordingly. All such changes in the Work shall be authorized by Change Order and shall be executed under the applicable conditions of the Contract Documents. The Contract Price may be changed only by Change Order.
- B. The amount to be paid to the CONTRACTOR pursuant to the Contract Documents shall, where applicable, be increased or decreased in the manner hereinafter set forth; provided however, that if the CONTRACTOR should proceed with a change in the Work upon an oral order, by whomsoever given, it shall constitute a waiver by the CONTRACTOR of any claim for an increase in the Contract Price on account thereof. Upon receipt of a written Change Order or a Field Order, the CONTRACTOR shall promptly proceed with the change in the Work, even though the amount of any resultant increase or decrease in the Contract Price or Contract Time has not yet been determined. All Changes in the Work shall be performed in accordance with the Contract Documents.

## 6.3 Method to Calculate Adjustments in Contract Price

- A. Determination of the method to be used to calculate adjustments in the Contract Price shall be at the sole discretion of the AGENCY. The use by the CONTRACTOR of the Total Cost Method (calculating the total sum of expenses incurred on the Project, less amounts paid, marked up by overhead and profit) of pricing changes and claims is expressly prohibited (provided however, the AGENCY may use a "make whole" analysis to determine the reasonableness of the CONTRACTOR'S claim). One of the following methods shall be used:
  1. Unit Price Method;
  2. Firm Fixed Price Method (also known as Lump Sum); or
  3. Time and Materials Method.
- B. Unit Price Method. Whenever AGENCY or its Engineer authorizes CONTRACTOR to perform on a Unit Price basis, AGENCY'S authorization shall clearly state the:

1. Scope of Work to be performed;
2. Applicable Unit Price; and,
3. Not to exceed amount of reimbursement as established by the AGENCY.

The applicable unit price shall include reimbursement for all direct and indirect costs of the Work, including overhead and profit. CONTRACTOR shall only be paid under this method for the actual quantity of materials incorporated in or removed from the Work and such quantities must be supported by field measurement statements verified by AGENCY. Verification by the AGENCY shall be final. No payment shall be made for quantities not verified by the AGENCY.

- C. Firm Fixed Price Method. The CONTRACTOR and AGENCY may mutually agree on a fixed amount as total compensation for the performance of changed work. Any adjustments to the Contract Price using the Firm Fixed Price Method shall include, when appropriate, all reasonable costs for labor, equipment, material, overhead and profit. Whenever the AGENCY authorizes CONTRACTOR to perform changed work on a Firm Fixed Price Method, the AGENCY'S authorization shall clearly state:

1. Scope of Work to be performed;
2. Total Fixed Price payment for performing such work.

- D. Time and Materials Method. Whenever the AGENCY authorizes the CONTRACTOR to perform work on a Time and Materials basis, AGENCY'S authorization shall clearly state:

1. Scope of Work to be performed;
2. Not to exceed amount of reimbursement as established by the AGENCY.

CONTRACTOR responsibilities during Time and Material work shall be:

1. Cooperate with AGENCY and assist in monitoring the work being performed;
2. The CONTRACTOR'S and Subcontractors' labor hours, materials, and equipment charged to work under the Time and Materials Method shall be substantiated by detailed time cards or logs (e.g., Daily Extra Work Reports) completed on a daily basis before the close of business each working day. The CONTRACTOR shall initial each time card and/or log at the close of each working day. Failure to submit daily documentation before the close of business on the same working Day shall result in waiver of compensation for that Day. Records of the CONTRACTOR and Subcontractors pertaining to work paid for on a Time and Material method shall be maintained and available for inspection as requested by the AGENCY or Engineer;

3. Perform all work in accordance with this provision as efficiently as possible; and
4. Not exceeding any cost limit(s) without AGENCY'S prior written approval.
5. CONTRACTOR shall submit costs and any additional information requested by the AGENCY to support CONTRACTOR'S requested price adjustment.
6. Markups and Equipment Rates for Time and Materials Work. Markups for Time and Materials work shall not exceed the following:
  - a. Labor: Fifteen percent (15%) of actual wages paid.
  - b. Materials: Ten percent (10%) of actual cost of materials incorporated into the Work.
  - c. Equipment: Ten percent (10%) of equipment rental or ownership costs.
  - d. Subcontractor Pass-Through: Five percent (5%) markup on Subcontractor-performed Time and Materials work.

Equipment rental or ownership rates shall not exceed the rates published in the most current Caltrans Labor Surcharge and Equipment Rental Rate Book. If a piece of equipment is not listed in the Caltrans schedule, the rate shall be negotiated and approved by the AGENCY prior to use.

No additional markups, fees, surcharges, home office overhead, or administrative costs shall be added to Time and Materials work unless expressly authorized in writing by the AGENCY.

#### 6.4 Non-Compensable Causes of Cost Increases

- A. No adjustment to the Contract Price shall be made for any portion of a cost increase that results from:
  1. CONTRACTOR-Caused Costs – The fault, acts, errors, or omissions of the CONTRACTOR, or of any Subcontractor, supplier, or other entity for whom the CONTRACTOR is responsible.
  2. Concurrent Fault – A condition or event that is concurrently caused by both the CONTRACTOR and the AGENCY.
  3. Force Majeure Cost Impacts – An event of Force Majeure. Force Majeure events may entitle the CONTRACTOR to a time extension to the extent the event delays critical-path Work, but they shall not entitle the CONTRACTOR to an increase in the Contract Price unless expressly provided elsewhere in the Contract Documents.

#### 6.5 Unallowable Costs

- A. The AGENCY shall not be responsible for, and the CONTRACTOR shall not be entitled to payment for, any Unallowable Costs. Unallowable Costs shall not be recoverable under any theory of contract, tort, quantum meruit, or equitable adjustment. Unallowable Costs include, but are not limited to:
1. Interest, attorney's fees, or other legal costs except where expressly mandated by California statute.
  2. Costs of preparing, reviewing, or submitting claims, Change Proposals, or Requests for Change Orders.
  3. Lost profits, lost income, loss of anticipated earnings, or loss of business opportunities.
  4. Rescheduling costs not directly attributable to a compensable change, including resequencing, acceleration, or inefficiency costs unless expressly authorized by Change Order.
  5. Costs for idle equipment that is not at the Site, has not been employed in the Work, and is not scheduled for use at the Site.
  6. Lost earnings or interest on unpaid retention.
  7. Claims consulting or expert-witness costs.
  8. Costs of corporate officers or home-office staff visiting the Site or attending meetings with the AGENCY.
  9. Costs arising from fluctuations in foreign currency exchange rates.
  10. Any special, consequential, incidental, or punitive damages incurred by the CONTRACTOR or its Subcontractors.

6.6 Signatures on Change Orders

- A. A Change Order shall be in writing and shall be signed by the AGENCY'S General Manager, or his designee. No other representative of the AGENCY is authorized to execute a Change Order. Except as otherwise provided herein, the Change Order shall also be signed by the CONTRACTOR in order to be effective, indicating the CONTRACTOR'S consent to the changes made.
- B. The AGENCY will make reasonable efforts to obtain the CONTRACTOR'S signature on all Change Orders; however, if the CONTRACTOR refuses or fails to execute a Change Order within the time specified by the Engineer, the AGENCY reserves the right to issue the Change Order unilaterally. A unilateral Change Order issued under this Article shall have the same force and effect as if executed by both Parties, and the CONTRACTOR shall promptly proceed with the Work as directed

6.7 Changes Requiring an Increase in Contract Price

- A. If the AGENCY elects to have the change in the Work performed on a lump sum basis, its election shall be based on a lump sum proposal which shall be submitted by the CONTRACTOR to the AGENCY within five (5) working Days of the AGENCY'S request, but the AGENCY'S request for a lump sum proposal shall not be deemed an election by the AGENCY to have the change in the Work performed on a lump sum basis.
- B. If the AGENCY elects to have the change in the Work performed on a unit-cost basis, its election shall be based on a unit price proposal which shall be submitted by the CONTRACTOR to the AGENCY within five (5) working Days of the AGENCY'S request, but the AGENCY'S request for a unit price proposal shall not be deemed an election by the AGENCY to have the change in the Work performed on a unit price basis.
- C. If the AGENCY elects to have the change in the Work performed on a time and material basis, the same shall be performed, its election shall be based on a time and materials price proposal which shall be submitted by the CONTRACTOR within five (5) working Days of the AGENCY'S request, but the AGENCY'S request for a time and materials price proposal shall not be deemed an election by the AGENCY to have the change in the Work performed on a time and materials basis.
- D. Nothing herein contained shall preclude the AGENCY from requesting a lump sum proposal, a unit price proposal, and a time and materials price proposal, or any two of those, with respect to the same change in the Work, in which event, the CONTRACTOR shall submit all proposals requested.
- E. Until such time as the AGENCY makes its election under this paragraph, the CONTRACTOR shall submit daily time and material tickets (Daily Extra Work Reports) to the AGENCY which shall be subject to authentication as therein provided. A Daily Extra Work Report not submitted before the close of business on the same working Day shall be deemed waived. Authentication by the AGENCY shall be a condition precedent to payment. At such time as the AGENCY makes its election under this subarticle, an appropriate Change Order will be issued; provided however, that until such time, the AGENCY shall pay to the CONTRACTOR up to the AGENCY'S reasonable estimated value of the change in the Work.
- F. CONTRACTOR'S failure to submit a proposal within the required time shall constitute a waiver of the CONTRACTOR'S right to price the change, and the AGENCY may determine the price in its reasonable judgment.

6.8 Changes Requiring a Decrease in Contract Price

- A. If the change in the Work will result in a decrease in the Contract Price, the AGENCY may request a quotation by the CONTRACTOR of the amount of such decrease for use in preparing a Change Order. The CONTRACTOR'S quotation shall be forwarded to the AGENCY within five (5) working Days of the AGENCY'S

request and, if acceptable to the AGENCY, shall be incorporated in the Change Order. If not acceptable, the Parties shall make every reasonable effort to agree as to the amount of such decrease, which may be based on a lump sum properly itemized, on unit prices stated in the Contract Documents and/or on such other basis as the Parties may mutually determine. If the Parties are unable to so agree, the amount of such decrease shall be the total of the estimated reduction in actual cost of the Work, as determined by the AGENCY in its reasonable judgment, plus ten percent (10%) thereof as overhead and profit.

B. The CONTRACTOR shall not be entitled to claim lost profits on deleted Work.

#### 6.9 Disputes Regarding Changes

A. If any dispute should arise between the Parties with respect to an increase or decrease in the Contract Price or an expansion or contraction in the Contract Time as a result of a change in the Work, the CONTRACTOR shall not suspend performance of a change in the Work or the Work itself unless otherwise so ordered by the AGENCY in writing. The AGENCY shall, however, pay to the CONTRACTOR up to the AGENCY'S reasonable estimate of the value of the change in the Work, regardless of the dispute, if said change in the Work results in an increase in the Contract Price; and the AGENCY shall have the right to decrease the Contract Price to the AGENCY'S reasonable estimated value of the change in the Work, regardless of the dispute, if said change in the Work results in a decrease in the Contract Price. Payment of the AGENCY'S reasonable estimate shall not constitute agreement as to the amount of the adjustment.

#### 6.10 Limitations

A. Except as expressly provided by this Article, there shall be no change whatsoever in the Drawings, Specifications, or the Work. The CONTRACTOR shall not vary the Work, the Contract Documents, or change, add to, or omit any element, component part, or portion of the Work without the express written consent of the AGENCY contained in an executed Change Order or Field Order as herein provided. Field Orders may direct changes in the Work but shall not adjust the Contract Price or Contract Time.

B. The AGENCY shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the same have been authorized by, and the cost thereof approved in writing by, a Change Order. The CONTRACTOR shall not rely on any oral instructions, comments, clarifications, or directives from the AGENCY'S staff, consultants, inspectors, or other representatives. Only written directives issued in accordance with this Article shall be binding upon the AGENCY.

C. No extension of time for performance of the Work shall be allowed for changes in the Work unless a claim for such extension is made at the time the change is ordered and such extension is duly adjusted in writing by the AGENCY.

- D. The CONTRACTOR recognizes and acknowledges that timely completion of the Work is paramount and that its duty is to proceed with the Work in accordance with the Contract Documents, notwithstanding any request for a change in the Work, to the extent that proceeding is reasonable and feasible under the circumstances.

**ARTICLE 7. WARRANTIES**

- 7.1 CONTRACTOR shall warrant the work performed under this AGREEMENT against faulty or defective materials, equipment, or workmanship for a period of one (1) year from the date of Substantial Completion.
- 7.2 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR'S agents, employees, and Subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the AGENCY, or immediate family of an employee of the AGENCY.
- 7.3 CONTRACTOR, its agents, employees, and Subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 7.4 CONTRACTOR shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him. Any person in the employ of the CONTRACTOR whom the AGENCY may deem incompetent or unfit shall be dismissed from the Work and shall not again be employed on the Project except with the written consent of the AGENCY.

**ARTICLE 8. INDEMNIFICATION**

- 8.1 CONTRACTOR shall indemnify, defend immediately upon tender, and hold harmless AGENCY, the County of Monterey, their officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CONTRACTOR'S performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of AGENCY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and Subcontractors.

**ARTICLE 9. BOND REQUIREMENTS**

- 9.1 The CONTRACTOR shall furnish a Performance Bond and a Payment Bond, each in the amount one-hundred percent (100%) of the Contract Price as security for the faithful performance and payment of all CONTRACTOR'S obligations under the AGREEMENT. These Bonds shall remain in effect until the bonded obligations are satisfied in full, provided that if any lawsuit is filed to enforce such obligations the Bonds shall remain in effect until said lawsuit is finally resolved and any judgment satisfied, except as otherwise provided by law or regulation.

## ARTICLE 10. INSURANCE

### 10.1 Evidence of Coverage

- A. Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.
- B. This verification of coverage shall be sent to the AGENCY'S Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the Work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by AGENCY. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.
- C. Qualifying Insurers. All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by AGENCY'S Purchasing Officer.

### 10.2 Insurance Coverage Requirements

- A. Without limiting CONTRACTOR'S duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:
1. Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad Form Property Damage, Independent CONTRACTORS, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$3,000,000 per occurrence and \$5,000,000 aggregate. -
  2. Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

3. Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code §3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

10.3 Other Insurance Requirements:

- A. All insurance required by this AGREEMENT shall be with a company acceptable to AGENCY and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT. The CONTRACTOR shall, upon demand of the AGENCY, deliver to the AGENCY such policy or policies of insurance and the receipts for payment of premiums thereon.
- B. Each liability policy shall provide that AGENCY shall be given notice in writing at least thirty (30) Days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each Subcontractor showing each Subcontractor has insurance coverage that meets or exceeds the requirements of this AGREEMENT, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each Subcontractor showing each Subcontractor has identical insurance coverage to the above requirements.
- C. Endorsements. Commercial general liability and automobile liability policies shall provide an endorsement naming the AGENCY, its officers, agents, Authorized Agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the AGENCY and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.
- D. Prior to the execution of this AGREEMENT by AGENCY, CONTRACTOR shall file certificates of insurance with the AGENCY showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new, or amended certificate of insurance within five (5) calendar Days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.

- E. CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by AGENCY, annual certificates to the AGENCY. If the certificate is not received by the expiration date, AGENCY shall notify CONTRACTOR and CONTRACTOR shall have five (5) calendar Days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles AGENCY, at its sole discretion, to terminate this AGREEMENT immediately.

ARTICLE 11. OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

11.1 Independent CONTRACTOR

- A. CONTRACTOR shall be an independent CONTRACTOR and shall not be an employee of Monterey County, the AGENCY, nor immediate family of an employee of Monterey County or the AGENCY. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.

11.2 Minimum Work Performance Percentage

- A. CONTRACTOR shall perform with his own organization contract work amounting to not less than fifty percent (50%) of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with his own organization or per a consortium. The term 'Specialty Item' shall have the meaning given in **Document 00 71 00, "Definitions"**. Any 'Specialty Items' of Work for this Project are as set forth in **Document 00 73 00, "Supplemental Conditions to the AGREEMENT"**.

ARTICLE 12. SAFETY

12.1 CONTRACTOR'S Responsibility for Safety

- A. The CONTRACTOR shall be solely responsible for initiating, maintaining, and supervising all safety precautions and safety programs in connection with the Work. The CONTRACTOR shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:
  - 1. All employees engaged in the Work and all other persons who may be affected by the Work.
  - 2. All the Work and all materials and equipment to be incorporated into the Work, whether in storage on or off the Site, under the care, custody, or control of the CONTRACTOR or any Subcontractor.

3. Other property at or adjacent to the Site, including trees, shrubs, lawns, walks, pavements, roadways, structures, and Utilities not designated for removal, relocation, or replacement.

B. Appurtenance costs associated with the regulations of public agencies having jurisdiction over safety, including Safety and Health Requirements of the California Division of Industrial Safety and the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA), shall be incorporated into the cost of the Bid Item requiring those levels of appurtenances.

#### 12.2 Compliance with Safety Requirements

A. The CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority having jurisdiction relating to the safety of persons or property or to the protection of the Work. The CONTRACTOR shall erect and maintain, as required by existing conditions and the progress of the Work, all safeguards for safety and protection, including posting danger signs, implementing safety regulations, and notifying owners and operators of adjacent utilities.

#### 12.3 Trench Safety

A. For all trenches to be excavated in connection with the Work, the CONTRACTOR shall submit a detailed plan showing the design of shoring, bracing, sloping, or other protective systems for worker protection from the hazard of caving ground. If the plan varies from the shoring system standards, it shall be prepared by a registered civil or structural engineer. The plan shall be submitted and shall receive review and acceptance for compliance with statutory requirements by the AGENCY, or by a registered civil or structural engineer employed by the AGENCY, before excavation begins. The protective system shall be at least as effective as that required by the Construction Safety Orders. See California Labor Code § 6705.

#### 12.4 Hazardous Substances

A. "Hazardous Substance" means any substance listed as a hazardous substance by the Director of Industrial Relations pursuant to California Labor Code § 6382, including asbestos, lead, toxic chemicals, contaminants, substances designated by the Environmental Protection Agency as hazardous, and other pollutants or contaminants.

B. If the CONTRACTOR encounters any substance reasonably believed to be a Hazardous Substance that has not been rendered harmless, the CONTRACTOR shall immediately stop Work in the affected area and notify the AGENCY in writing.

C. The CONTRACTOR and its Subcontractors shall not bring any Hazardous Substance onto the Site or use any Hazardous Substance in the Work without the AGENCY's prior written consent. The CONTRACTOR and its Subcontractors shall

comply with all laws governing the handling, treatment, presence, removal, storage, decontamination, cleanup, transportation, or disposal of Hazardous Substances brought onto the Site by the CONTRACTOR, its Subcontractors, or their personnel.

- D. Any handling, treatment, removal, decontamination, cleanup, transportation, disposal, or disturbance of Hazardous Substances shall be performed only by personnel licensed and certified to perform such work. All such work shall be performed in compliance with applicable laws and in accordance with the recommendations of the certified County agent and other appropriate governmental agencies.
- E. If Hazardous Substances are present on the Site, the CONTRACTOR shall protect adjoining property and shall provide barricades, temporary fencing, and covered walkways as required by this AGREEMENT, prudent construction practices, and applicable laws to protect the health and safety of passersby.

#### 12.5 CONTRACTOR'S Safety Monitoring

- A. The CONTRACTOR shall designate a responsible member of its organization at the Site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR's superintendent unless the CONTRACTOR designates another qualified individual in writing to the AGENCY.

#### 12.6 Unsafe Loading

- A. The CONTRACTOR shall not load or permit any part of the Work to be loaded so as to endanger its safety or the safety of persons or property.

#### 12.7 Emergencies

- A. In any emergency affecting the safety of persons or property, the CONTRACTOR shall act, at its discretion, to prevent threatened damage, injury, or loss. Any additional compensation or extension of time claimed by the CONTRACTOR on account of emergency work shall be determined as provided in AGREEMENT **Article 6** governing Change Orders.

#### 12.8 Accidents

- A. The CONTRACTOR shall promptly report in writing to the AGENCY all accidents arising out of or in connection with the performance of the Work, whether on or off the Site, that result in death, personal injury, or property damage, including full details and statements of witnesses. If death, serious injury, or serious property damage occurs, the CONTRACTOR shall immediately notify the Engineer by telephone or messenger and shall thereafter promptly submit a written report to the AGENCY.

### ARTICLE 13. SUBCONTRACTORS

13.1 No Contractual Relationship between AGENCY and Subcontractors:

- A. Nothing contained in the Contract Documents shall create any contractual relationship between the AGENCY and any Subcontractor.

13.2 Work Performed by Subcontractors; Substitutions

- A. Subcontracted work shall be performed only by the Subcontractors identified in CONTRACTOR'S Bid, **Document 00 43 15, "List of Subcontractors"**, as provided by Public Contract Code §4100, et seq. Substitution of Subcontractors may be made only in conformity with the Subletting and Subcontracting Fair Practices Act, Public Contract Code §4100, et seq. Subcontractors are to be registered with the California Department of Industrial Relations.

13.3 Contracts with Subcontractors

- A. All work performed for the CONTRACTOR by a Subcontractor shall be pursuant to a written agreement between the CONTRACTOR and the Subcontractor (and where appropriate, between Subcontractors and sub-subcontractors). All such agreements shall require performance by the Subcontractors in conformity with the terms of this Contract, and shall include all the terms of this Contract, which are applicable to Subcontractors.

13.4 Payments to Subcontractors

- A. The CONTRACTOR shall pay each Subcontractor, upon receipt of payment from the AGENCY, any amount equal to the percentage of completion allowed to the CONTRACTOR on account of such Subcontractor's work, less the percentage retained from payments to the CONTRACTOR. The CONTRACTOR shall also require each Subcontractor to make similar payments to his subcontractors. The AGENCY shall have the right, but not the obligation, to issue payment by joint checks payable to the order of CONTRACTOR and any of its Subcontractors.
- B. AGENCY Withholds Certificate Due to CONTRACTOR Fault. If the AGENCY withholds or fails to issue a Certificate for Payment due to the CONTRACTOR'S fault, and not due to any fault of the affected Subcontractor, the CONTRACTOR shall, upon the Subcontractor's written demand made any time after the Certificate for Payment should have been issued, promptly pay the Subcontractor for all Work properly performed to-date, less the applicable retention. The CONTRACTOR may not withhold payment from a Subcontractor based on the AGENCY'S non-issuance of a Certificate for Payment when the underlying cause is attributable to the CONTRACTOR.
- C. AGENCY Withholds Certificate Due to Subcontractor Fault. If the AGENCY withholds or fails to issue a Certificate for Payment because of the fault, noncompliance, or deficient performance of a Subcontractor, the CONTRACTOR may withhold payment from that Subcontractor in an amount consistent with the AGENCY'S Payment Withhold and any additional costs, damages, or delays

attributable to the Subcontractor's actions or omissions. The CONTRACTOR shall provide written notice to the Subcontractor identifying the basis for the withhold and the amount being withheld. The Subcontractor shall not be entitled to payment for the affected Work until the conditions preventing issuance of the Certificate for Payment have been fully remedied to the AGENCY'S satisfaction.

- D. The AGENCY shall not have any obligation to pay or to see to the payment of any monies to any Subcontractor except as may otherwise be required by law. All monies paid to CONTRACTOR hereunder shall immediately become and constitute a trust fund and shall be applied by CONTRACTOR for the benefit of all persons supplying labor, materials or equipment in connection with the Work and shall not be diverted to any other purpose until the claims of such persons have been discharged.

#### 13.5 Information Provided to Subcontractors

- A. The Engineer may, on request and at his discretion, furnish to any Subcontractor, if practicable, information regarding percentages of completion certified to the CONTRACTOR on account of work done by such Subcontractors.

#### 13.6 CONTRACTOR'S Responsibility for Work of Subcontractors

- A. CONTRACTOR shall be as fully responsible to AGENCY for the acts and omissions of any Subcontractor and of persons either directly or indirectly employed by the Subcontractors, as he is for acts and omissions of persons directly employed by him.

### ARTICLE 14. NOTIFICATION OF THIRD-PARTY CLAIMS

- A. AGENCY shall notify CONTRACTOR of the receipt of any third-party claim relating to the Contract and is entitled to recover its reasonable costs incurred in providing the notification as provided in Public Contract Code §9201.

### ARTICLE 15. RECORDS AND CONFIDENTIALITY

#### 15.1 Confidentiality

- A. CONTRACTOR and its officers, employees, agents, and Subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the AGENCY or prepared in connection with the performance of this AGREEMENT, unless AGENCY specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to AGENCY any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR'S obligations under this AGREEMENT.

- B. Nothing in this AGREEMENT shall prevent AGENCY from disclosing records as required by the California Public Records Act.

15.2 AGENCY Records

- A. When this AGREEMENT expires or terminates, CONTRACTOR shall return to AGENCY any AGENCY records which CONTRACTOR used or received from AGENCY to perform services under this AGREEMENT.

15.3 Maintenance of Records

- A. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and AGENCY rules and regulations related to services performed under this AGREEMENT.

15.4 Access to and Audit of Records

- A. AGENCY shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its Subcontractors related to services provided under this AGREEMENT. Pursuant to California Government Code §8546.7, if this AGREEMENT involves the expenditure of public funds in excess of \$10,000, the Parties to this AGREEMENT may be subject, at the request of AGENCY or as part of any audit of AGENCY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.

ARTICLE 16. CONFLICT OF INTEREST PROHIBITION

- A. CONTRACTOR covenants that CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of this AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S services under this AGREEMENT.

ARTICLE 17. COMPLIANCE WITH APPLICABLE LAWS AND PERMIT REQUIREMENTS

- A. CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Work or those engaged to perform Work under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of Work under this AGREEMENT, with the exceptions of permits to be procured by the AGENCY as identified in **Document 00 73 00, "Supplemental Conditions of the AGREEMENT"**. Permit listed in **Document 00 73 00** are procured by the AGENCY; all other permits required for the Work shall be obtained by the CONTRACTOR as

specified in Specification **Section 01 41 26, "Permit Requirements"**. The AGENCY shall furnish such permits to the CONTRACTOR promptly upon receipt.

- B. CONTRACTOR shall report, in writing, immediately to the Engineer any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Work.
- C. All documentation prepared by CONTRACTOR shall provide for a completed Project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

ARTICLE 18. EMPLOYMENT PRACTICES

18.1 Non-Discrimination in Employment Practices

- A. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any Subcontractor shall, in the performance of this AGREEMENT, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this AGREEMENT shall not be deemed to be prohibited discrimination.
- B. "Discrimination" Defined. As used in this Contract, the term "discrimination" includes but is not limited to the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or any other prohibited discriminatory practice. The term also includes any act of retaliation.
- C. Application of Monterey County Code, Chapter 2.80. The provisions of Monterey County Code, Title 2, Chapter 2.80, apply to activities conducted pursuant to this Contract. CONTRACTOR and its officers and employees, in their actions under this Contract, are agents of the AGENCY within the meaning of Chapter 2.80, and are responsible for ensuring that their workplace and the services that they provide are free from discrimination, as required by Chapter 2.80. Complaints of discrimination made by CONTRACTOR, Subcontractor(s), or any of their employees or agents against the AGENCY may be investigated and resolved using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees, agents and third parties, and shall provide a copy of such procedures to the AGENCY upon demand by the AGENCY.
- D. Compliance with Laws. During the performance of this AGREEMENT, CONTRACTOR shall comply with all applicable federal, state, and local laws and regulations, which prohibit discrimination, including but not limited to the following:

1. California Labor Code §1735;
2. California Fair Employment and Housing Act, Government Code §§12900 et seq., and the administrative regulations issued thereunder, Title 2 California Code of Regulations, §§11000 et seq. (Division 4.1 – Civil Rights Department);
3. California Government Code §§11135 - 11139.5 (Title 2, Division 3, Part 1, Chapter 1, Article 9.5) and any applicable administrative regulations issued thereunder;
4. Federal Civil Rights Acts of 1964 and 1991, including without limitations:
  - e. Title VI, 42 U.S.C. §§ 2000d–2000d-7, and the regulations issued thereunder (e.g., 45 CFR Part 80);
  - f. Title VII, 42 U.S.C. §§ 2000e–2000e-17, and the regulations issued by the Equal Employment Opportunity Commission (29 CFR Parts 1600–1699);
  - g. and all guidelines and interpretations issued pursuant thereto;
5. The Rehabilitation Act of 1973, Sections 503 and 504
  - a. Section 503, 29 U.S.C. § 793, and the regulations issued thereunder (41 CFR Part 60-741);
  - b. Section 504, 29 U.S.C. § 794, and the regulations issued by the U.S. Department of Health and Human Services (45 CFR Part 84) and other applicable federal agencies;
  - c. and all guidelines and interpretations issued pursuant thereto;
6. Americans With Disabilities Act of 1990 (ADA) 42 U.S.C. §§12101-12213; 47 U.S.C. §§225 and 611; the regulations issued pursuant thereto, including but not limited to:
  - a. 28 CFR Parts 35 and 36 (DOJ regulations for Titles II and III);
  - b. 29 CFR Parts 1602, 1627, and 1630 (EEOC regulations for Title I);
  - c. 36 CFR Part 1191 (U.S. Access Board accessibility guidelines);
7. Unruh Civil Rights Act, California Civil Code §§51 et seq.; and
8. Monterey County Code, Title 2, Chapter 2.80, as amended and procedures issued pursuant thereto.

E. Written Assurances. Upon request by the AGENCY, CONTRACTOR shall provide

any written assurances within the time specified by the AGENCY of compliance with the Civil Rights Acts of 1964 and 1991, as amended; the Rehabilitation Act of 1973, as amended; the Americans with Disabilities Act of 1990, as amended; and Executive Order 11246, as amended, as may be required by the federal government in connection with this AGREEMENT, including but not limited to:

1. Title VI, pursuant to 45 CFR § 80.4;
  2. Section 504 of the Rehabilitation Act, pursuant to 45 CFR § 84.5;
  3. Executive Order 11246, pursuant to 41 CFR Chapter 60;
  4. and any other applicable state or federal regulations.
- F. Written Non-Discrimination Policy. CONTRACTOR shall maintain a written statement of its non-discrimination policies, which shall be consistent with the terms of this AGREEMENT. Such statement shall be available to CONTRACTOR'S employees, the AGENCY, AGENCY'S officers and employees, and members of the public, upon request.
- G. Access to Records by Government Agencies. CONTRACTOR shall permit access by AGENCY and by representatives of the California Department of Fair Employment and Housing and the U.S. Equal Employment Opportunity Commission, and any federal and/or state agency providing funds for this Contract upon reasonable notice at any time during normal business hours, but in no case on less than 24-hour notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.
- H. Binding on Subcontractors. The provisions of AGREEMENT **Article 18.1** above shall also apply to all of CONTRACTOR'S Subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this AGREEMENT.

#### 18.2 Eight-Hour Day, 40-Hour Week

- A. No work shall be performed by CONTRACTOR'S employees in excess of eight (8) hours per Day or forty (40) hours during any one week, unless such employees are compensated for all such excess hours at not less than one-and-one-half times the basic rate of pay, as provided in California Labor Code §1815. Holiday work when permitted by law shall also be compensated at not less than one-and-one-half times the basic rate of pay.
- B. Penalties. Pursuant to California Labor Code §1813, the CONTRACTOR shall forfeit, as a penalty to the AGENCY, \$25 for each worker employed in the execution of the contract by the CONTRACTOR or any Subcontractor under him for each calendar Day during which such worker is required or permitted to work more than eight (8) hours in any one calendar Day and forty (40) hours in any one calendar week in violation of the provisions of the California Labor Code §§1810-1815.

- C. Approvals. CONTRACTOR will not be entitled to additional compensation for work performed outside of regular working hours, except to the extent such compensation is approved in writing by the Engineer in advance. If so approved, such compensation shall in such event cover only the direct cost of the premium portion of the time involved, when permitted, and be without any overhead or profit, unless agreed otherwise by AGENCY. Failure to obtain written approval in advance shall constitute a waiver of any claim for additional compensation.

### 18.3 Prevailing Wages

- A. Prevailing Wage Rates Determined. The Director of the California Department of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which said public work is to be performed for each craft, classification or type of worker needed to execute the contract in accordance with California Labor Code (§1720, et seq.). Copies of the prevailing rate of per diem wages are on file and shall be made available to any interested party on request in the Monterey County Water Resources Agency offices located at **1441 Schilling Place, North Building, Salinas, CA 93901**. Current prevailing wage rate schedules can also be found at the California Department of Industrial Relations website located at:

<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>

- B. Payment of Prevailing Wage Rates Required. CONTRACTOR and all Subcontractors performing work under this Contract shall pay wages to their workers employed on such work at not less than the general prevailing rate of per diem wages for such work, as required by California Labor Code §1771.
- C. Penalties. Failure to pay such prevailing wages shall subject the employer to the penalties set forth in California Labor Code §1775.

### 18.4 Payroll Records

- A. Compliance with California Labor Code §1776. CONTRACTOR and all Subcontractors shall comply with California Labor Code §1776, the requirements of which are set forth in this Article. The CONTRACTOR shall be responsible for compliance with these provisions by his Subcontractors.
- B. Accurate Payroll Records Required. CONTRACTOR and each Subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time, and overtime hours worked each Day and week, and the actual per diem wages paid to each journeyman, apprentice worker, or other employee employed by him or her in connection with the public work.
- C. Certification and Inspection of Payroll Records. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the CONTRACTOR or Subcontractor on the following basis:

1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
  2. A certified copy of all payroll records shall be made available for inspection, or furnished upon request to the AGENCY, the Department of Industrial Relations Division of Labor Standards Enforcement or the Division of Apprenticeship Standards.
  3. A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through the AGENCY, the Department of Industrial Relations Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal offices of the CONTRACTOR.
- D. Filing of Records. The CONTRACTOR and each Subcontractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) Days after receipt of a written request.
- E. Elimination of Personal Identification. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the AGENCY, the California Department of Industrial Relations Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the CONTRACTOR or Subcontractor awarded the Contract or performing the Contract shall not be marked or obliterated. Any copy of payroll records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the Federal Labor Management Cooperation Act of 1978 (29 U.S.C. §175a) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number.
- F. Notice to AGENCY Concerning Location of Records. The CONTRACTOR and each Subcontractor shall inform the AGENCY as to the location of the payroll records including the street address, city, and county, and shall, within five (5) workdays, provide a notice of any change of location and address.
- G. Notice of Non-Compliance; Penalties. In the event of non-compliance with the requirements of this Article, the CONTRACTOR or Subcontractor shall have ten (10) Days in which to comply subsequent to receipt of written notice specifying in what respects such CONTRACTOR or Subcontractor must comply with this Article. Should non-compliance still be evident after such ten (10) Day period, the CONTRACTOR or Subcontractor shall, as a penalty to the AGENCY, forfeit \$25 for each calendar Day, or portion thereof, for each worker, until strict compliance is effected. Upon the request of the California Department of Industrial Relations Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.

ARTICLE 19. SUSPENSION OF WORK AND TERMINATION

19.1 Temporary Suspension of Work by AGENCY

- A. The AGENCY, at any time and without cause, may suspend the Work or any part thereof by notice in writing to the CONTRACTOR. Unless otherwise provided in the Contract Documents, the CONTRACTOR shall have no claim for damages or compensation on account of such suspension but the CONTRACTOR will be allowed an extension of the Contract Time to complete the Work if the portion of the suspended Work was on the Critical Path or became Critical Path Work as a result of the suspension. The Change in Contract Times will be administered via Change Order based on the CONTRACTOR'S time impact analysis that documents the request for a time extension. The CONTRACTOR shall resume the Work when so notified in writing by the AGENCY.

19.2 Suspension of AGREEMENT (CONTRACTOR DEFAULT)

- A. If the CONTRACTOR abandons the Work, or if he is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or similar laws, or if he persistently fails to supply sufficient skilled superintendence and workmen or suitable materials or equipment, or if he persistently fails to make prompt payments to Subcontractors or for labor, materials or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of the AGENCY, or neglects to prosecute the Work in accordance with the Contract Documents including requirements of the Update Project Schedule, or if he fails to promptly comply with the requirements of any Change Order, or if he assigns this AGREEMENT otherwise than herein provided, or if the AGENCY at any time is of the opinion that the performance of the Work is unnecessarily or unreasonably delayed or that the CONTRACTOR is willfully violating any of the provisions of the Contract Documents or is executing the same in bad faith, or if the Work is not fully completed within the Contract Time and any authorized extensions thereof, or if the AGENCY is of the opinion that the Work cannot be completed for the unpaid balance of the Contract Price or will not be completed within the Contract Time, or if the CONTRACTOR otherwise violates any provisions of the Contract Documents, then the AGENCY may, without prejudice to any other right or remedy and by means of written notice to the CONTRACTOR and his surety, instruct the CONTRACTOR to discontinue all Work or any part thereof under the AGREEMENT or terminate the services of the CONTRACTOR by providing the CONTRACTOR with a written Notice of Termination. Upon issuance of a Notice of Termination, AGENCY will promptly notify the surety and demand performance under the Performance Bond. The CONTRACTOR, under a written instruction to discontinue, shall not resume any of the Work except by written notice from the AGENCY. In either case, the AGENCY may take possession of the Work and Project and of all materials, equipment, plant, tools, supplies, construction machinery and equipment, and property of every kind thereon owned and furnished by the

CONTRACTOR for the purpose of the Work and finish the Work by whatever method the AGENCY may deem expedient. The CONTRACTOR shall not be entitled to receive any further payment after the date of said written notice from the AGENCY unless instructed in writing by the AGENCY to resume any part of the Work, or until the Work is finished by the AGENCY if the AGENCY elects. If the unpaid balance of the Contract Price exceeds the direct and indirect costs to the AGENCY of finishing the Work, including compensation for additional administrative, consultant, professional, testing, and inspection services, such excess will be paid to the CONTRACTOR. If such costs to the AGENCY exceed such unpaid balance, the CONTRACTOR shall pay the difference to the AGENCY.

19.3 CONTRACTOR'S Continuing Liability

- A. When the CONTRACTOR'S services have been discontinued or terminated, said discontinuance or termination shall not affect any rights of the AGENCY against the CONTRACTOR, then existing or which may thereafter accrue. Any retention or payment of moneys by the AGENCY due the CONTRACTOR will not release the CONTRACTOR from liability.

19.4 Termination of AGREEMENT (FOR CONVENIENCE)

- A. Upon seven (7) Days after written notice to the CONTRACTOR, the AGENCY may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the AGREEMENT by providing the CONTRACTOR with a written Notice of Termination. In such case, the CONTRACTOR will be paid for all Work satisfactorily executed and any proven expense sustained plus a reasonable profit. Profit shall be limited to the portion of the Work actually performed and shall not include anticipated profits on unperformed Work.

19.5 Stopping Work or Termination by CONTRACTOR (AGENCY DEFAULT)

- A. If, through no fault, act, or omission of the CONTRACTOR or a Subcontractor or Sub-subcontractor or their agents or employees or any other person performing any of the Work under a contract with the CONTRACTOR, the Work is suspended for a period of more than ninety (90) Days by the AGENCY (except as provided in AGREEMENT **Article 20** for Federal Hindrance) or under an order of any court or other public authority having jurisdiction, or the AGENCY fails to act on any application for progress payment within thirty (30) Days after it is submitted or the AGENCY fails to pay the CONTRACTOR any progress payment sum approved by the AGENCY within forty-five (45) Days of its Certificate for Payment, or the AGENCY fails to pay the CONTRACTOR any sum awarded by arbitrators within sixty (60) Days of its approval and presentation, then the CONTRACTOR may, upon ten (10) Days after written notice to the AGENCY, terminate the AGREEMENT and recover from the AGENCY payment for all Work satisfactorily executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery, including reasonable profit and damages. Reasonable profit shall be limited to the portion of the Work actually performed and shall not include anticipated profits on unperformed Work. In addition and

in lieu of terminating the AGREEMENT, if the AGENCY has failed to act on an application for progress payment or has failed to make any progress payment as aforesaid, the CONTRACTOR may, upon ten (10) Days' written notice to the AGENCY, stop the Work until he has been paid all amounts then correctly due him, in which event and upon resumption of the Work, an appropriate Change Order will be issued for adjusting the Contract Price or extending the Contract Time, or both, to compensate for the costs and delays attributable to such stoppage of the Work.

ARTICLE 20. CONTRACT INTERPRETATION AND MISCELLANEOUS PROVISIONS

20.1 Representations and Warranties

- A. The CONTRACTOR represents and warrants that it is duly organized, validly existing, and in good standing under applicable law; is properly licensed and qualified to perform the Work in the State of California; will utilize only properly licensed and certified personnel and Subcontractors; has full authority to execute and perform this AGREEMENT; and that execution and performance of this AGREEMENT will not violate or create a default under any other agreement or obligation binding upon the CONTRACTOR.

20.2 Giving Notice

- A. Formal Notice. Notices required under this AGREEMENT shall be in writing and may be delivered by personal service, certified mail, or electronic mail. Notice by electronic mail shall constitute valid Notice only when sent to the designated Notice email address for the receiving Party.
- B. Fax Numbers. Fax numbers may be listed for administrative convenience; however, transmission by facsimile shall not constitute Notice under this Agreement.
- C. Deemed Received. Notice shall be deemed received upon: (1) actual delivery if delivered by personal service; (2) three (3) business Days after deposit in the U.S. mail if sent by certified mail; or (3) the date and time the electronic mail is sent, provided it is transmitted to the designated Notice email address and the sender does not receive a bounce-back or error message.
- D. Routine Communications. Routine Project communications, including but not limited to RFIs, Submittals, scheduling updates, and day-to-day correspondence, do not constitute Notice unless expressly identified as such and delivered in accordance with this Article.
- E. Emergency Communications. In the event of an emergency affecting safety or property, the Parties may communicate by any available means; however, such communication shall not constitute Notice unless followed by formal Notice in accordance with this Article.
- F. CONTRACTOR shall give AGENCY prompt Notice of any change of address.

G. Unless changed according to these Notice provisions, Notices shall be addressed to:

TO AGENCY:

Attn: GENERAL MANAGER

c/o Mark E. Foxworthy, Project Manager

Monterey County Water Resources Agency

P.O. Box 930

Salinas, CA 93902

Tel: (831) 755-4860

Fax: (831) 424-7935

Email: FoxworthyME1@countyofmonterey.gov

TO CONTRACTOR:

Attn:

Tel:

Fax:

Email:

20.3 No Personal Liability; Limitation of AGENCY Liability

- A. No officer, employee, or authorized agent of the AGENCY shall be personally liable for the performance of this AGREEMENT or any of the Contract Documents, nor shall any such person be liable under any theory of warranty of authority. The CONTRACTOR acknowledges that the AGENCY'S liability is limited solely to the obligations expressly authorized by the Contract Documents or applicable law.

20.4 Amendment

- A. This AGREEMENT cannot be altered, amended or modified in any respect, except by a written Change Order duly executed by the Parties.

20.5 Partial Invalidity

- A. Should any part, term or provision of this AGREEMENT or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this AGREEMENT and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents), that provision is deemed included in that portion.

20.6 Non-Waiver

- A. No failure of the AGENCY or CONTRACTOR to enforce any provision of this Contract shall constitute a waiver of that provision or any other provision, nor shall any single or partial exercise of any right preclude any other future exercise of that right.

#### 20.7 Assignment

- A. The CONTRACTOR shall not assign, transfer, or convey any rights, obligations, or interests under this AGREEMENT, in whole or in part, without the prior written consent of the AGENCY, which may be withheld in the AGENCY'S sole discretion. Assignment of payment rights to a financial institution shall be permitted only to the extent allowed by law. Subcontracting portions of the Work in accordance with this AGREEMENT shall not constitute an assignment.

#### 20.8 Assignment of Antitrust Actions to Awarding Body

- A. In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, CONTRACTOR or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 commencing with §16700 of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract of the subcontract. This assignment shall be made and become effective at the time AGENCY tenders Final Payment to CONTRACTOR, without further acknowledgment by the Parties.

#### 20.9 Federal Hindrance

- A. In entering into this AGREEMENT, it is clearly understood by all Parties hereto that conditions may subsequently arise resulting from, connected with, or growing out of any war, national emergency, or federally declared emergency in which the United States may be engaged, or any national emergency or condition created directly or indirectly by or for the national defense or national interests, and which are entirely beyond the control of either Party, that may hinder, delay or render impossible the performance of this AGREEMENT in accordance with its terms and conditions. It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in the event the CONTRACTOR shall be prevented from performing the Work or any part thereof by reasons of the conditions above stated, the CONTRACTOR shall notify the AGENCY in writing of his inability to perform, stating in full the reason therefore and the probable duration of such inability. If required, he shall also submit proof or evidence in support of his claim of inability to perform. If it shall appear to the satisfaction of the AGENCY that the cause of inability to perform arose after the AGREEMENT was entered into and is beyond the control of the CONTRACTOR, the AGENCY may, (1) if lawfully within its power, remove the cause which prevents performance; or (2) suspend this AGREEMENT until the cause of inability to perform is removed; or (3) with the consent of the CONTRACTOR, renegotiate or amend this AGREEMENT by

extending the time of performance or by making the changes in the character of the Work, or in the materials or equipment required in order to enable performance of the Work; or (4) waive performance of that part of the Work which is impossible or supply substitute materials for those unavailable, and where this remedy is resorted to, the payment due the CONTRACTOR will be reduced to the extent of the Work not required to be performed based so far as is practicable upon unit prices bid, by an appropriate Change Order. If none of the foregoing procedures are adopted by the AGENCY within thirty (30) Days after the AGENCY is satisfied and so finds that the CONTRACTOR is unable to perform for the reasons above stated, then either Party hereto may, without incurring any liability, elect to declare this AGREEMENT terminated upon the ground of impossibility of performance. Upon such termination, the CONTRACTOR will be paid as provided in AGREEMENT **Article 19.4** for termination of the AGREEMENT for convenience.

#### 20.10 Governing Law and Venue

- A. This AGREEMENT is made under and will in all respects be interpreted, enforced and governed by the laws of the State of California, without regard to that state's conflict of laws principles.
- B. The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Monterey.

### ARTICLE 21. AGENCY'S AND ENGINEER'S STATUS DURING CONSTRUCTION

#### 21.1 Role of AGENCY

- A. AGENCY is the contracting entity and retains ultimate authority over the Project. Except as expressly provided in this AGREEMENT, AGENCY exercises its authority through the Engineer or another designated representative.
- B. Nothing in this Article shall be construed to place upon AGENCY any responsibility for the means, methods, techniques, sequences, procedures, or safety precautions employed by CONTRACTOR in performing the Work.
- C. AGENCY may communicate directly with CONTRACTOR on matters affecting the administration of the Contract; however, such communications shall not modify the Contract or alter the Engineer's authority unless expressly stated in writing.

#### 21.2 Role of Engineer

- A. The Engineer will be, in the first instance, the interpreter of the requirements of the Contract Documents and the judge of performance thereunder by both AGENCY and CONTRACTOR.
- B. The Engineer will, within a reasonable time, render such interpretations as may be necessary for the proper execution or progress of the Work.

- C. Claims, disputes, and other matters in question between CONTRACTOR and AGENCY relating to the execution or progress of the Work or interpretation of the Contract Documents shall be referred initially to the Engineer for decision, which the Engineer will render, in writing, within a reasonable time.
- D. In the Engineer's capacity as interpreter and judge, the Engineer will exercise best efforts to ensure faithful performance by both AGENCY and CONTRACTOR and will not show partiality to either.
- E. All interpretations and decisions of the Engineer shall be consistent with the intent of the Contract Documents.
- F. Regulatory Use of the Title "Resident Engineer". When the Project involves regulatory oversight or reporting, the AGENCY may refer to the individual serving as Engineer as "Resident Engineer" in communications with regulatory agencies, including, but not limited to, the California Division of Safety of Dams (DSOD), the Federal Energy Regulatory Commission (FERC), or the Federal Emergency Management Agency (FEMA). Such usage does not alter the individual's contractual role or authority as Engineer under the Contract Documents.

#### 21.3 Limitations on Engineer's Authority

- A. The Engineer shall not have authority to direct, control, or supervise CONTRACTOR'S means, methods, techniques, sequences, or procedures of construction, or safety programs or precautions, except as may be necessary to ensure compliance with the Contract Documents.
- B. The Engineer's review, approval, or acceptance of Work, materials, equipment, submittals, or other items shall not relieve CONTRACTOR of responsibility for compliance with the Contract Documents.
- C. The Engineer shall not have authority to modify the Contract Price or Contract Time except as expressly provided in this AGREEMENT or through a properly issued Change Order.
- D. The Engineer's presence at the site or failure to detect defective or nonconforming Work shall not relieve CONTRACTOR of responsibility for such Work.

#### 21.4 Communications with CONTRACTOR

- A. Except as otherwise authorized by AGENCY, the Engineer shall be the primary point of contact between AGENCY and CONTRACTOR for matters relating to the execution of the Work.
- B. CONTRACTOR shall direct all communications, requests for information, and proposed modifications to the Engineer unless otherwise directed in writing.
- C. Communications by the Engineer to CONTRACTOR shall be deemed communications by AGENCY.

21.5 Engineer's Authority to Reject Work

- A. The Engineer may reject Work that does not conform to the requirements of the Contract Documents.
- B. The Engineer may require CONTRACTOR to uncover, remove, replace, or correct nonconforming Work, and may require additional inspection or testing as necessary to verify compliance.
- C. The Engineer's failure to reject defective or nonconforming Work shall not constitute acceptance and shall not relieve CONTRACTOR of responsibility for such Work.

21.6 Engineer's Authority to Order Minor Changes

- A. The Engineer may issue a Field Order directing minor changes in the Work that do not involve an adjustment to the Contract Price or Contract Time and that are consistent with the intent of the Contract Documents.
- B. CONTRACTOR shall promptly carry out such Field Orders.
- C. Field Orders shall not constitute a Change Order and shall not authorize changes affecting price or time.

21.7 Engineer's Role in Submittals

- A. The Engineer's role in the submittal review process are as specified in Specification **Section 01 33 00, "Submittal Procedures"**.
- B. The Engineer's review shall not relieve CONTRACTOR of responsibility for:
  - 1. dimensions, quantities, and field measurements;
  - 2. selection of materials, equipment, or fabrication processes;
  - 3. coordination of the Work;
  - 4. compliance with safety requirements; or
  - 5. compliance with the Contract Documents.
- C. Review of a specific item shall not indicate approval of an assembly of which the item is a component unless expressly stated.

ARTICLE 22. CLAIMS AND DISPUTE RESOLUTION

22.1 General

- A. Codes cited in this Article refer to California codes.

- B. This Article establishes the exclusive contractual procedures for the submission, review, and resolution of Claims arising under or relating to the AGREEMENT. These procedures are intended to comply with Public Contract Code §9204 and, for Claims of three hundred seventy-five thousand dollars (\$375,000) or less, Public Contract Code §§ 20104 through 20104.6.
- C. CONTRACTOR shall continue to perform all Work, including disputed Work, without delay during the pendency of any Claim, dispute, or proceeding under this Article.
- D. Any civil action arising out of or relating to a Claim shall be filed in the Superior Court of California, County of Monterey. The Parties waive their respective rights to a jury trial, and any such action shall be tried to the court.

## 22.2 Definitions

- A. “Claim” means a separate demand by CONTRACTOR for:
  - 1. a time extension, including relief from damages or penalties for delay;
  - 2. payment of money or damages arising from Work performed under the AGREEMENT and payment of which is not otherwise expressly provided for; or
  - 3. payment of an amount disputed by AGENCY.

Claim does not include routine Change Order requests, Requests for Information, correspondence, other administrative communications, bid protests, stop payment notice claims, or Subcontractor pass-through claims unless submitted by CONTRACTOR in accordance with this Article.

- B. “Disputed Work” means Work that CONTRACTOR contends is outside the scope of the Contract Documents or otherwise entitles CONTRACTOR to additional compensation or time.

## 22.3 Notice of Potential Claim

- A. CONTRACTOR shall provide written notice to the Engineer of any event, circumstance, directive, or condition that CONTRACTOR contends may give rise to a Claim.
- B. Such notice shall be provided within ten (10) Days after CONTRACTOR knew or reasonably should have known of the facts giving rise to the potential Claim.
- C. Failure to provide timely notice shall not bar a Claim to the extent such failure would conflict with Public Contract Code §9204 or §§20104 through 20104.6; however, CONTRACTOR shall bear the burden of proving that AGENCY was not prejudiced by the late notice. Late notice shall not expand CONTRACTOR’S entitlement to time or compensation.

22.4 Submission of Claim

- A. A Claim shall be submitted in writing to AGENCY and shall be clearly identified as a “Claim” under this Article.
- B. The Claim shall include, at a minimum:
  - 1. a detailed narrative of the events giving rise to the Claim;
  - 2. identification of all Contract Document provisions at issue;
  - 3. the legal and factual basis for entitlement;
  - 4. a complete and itemized statement of the amount sought, including all cost impacts;
  - 5. a time-impact analysis demonstrating the effect on the critical path, if a time extension is sought; and
  - 6. all documents supporting items (1) through (5).
- C. The Claim shall be verified under penalty of perjury by an authorized representative of CONTRACTOR.
- D. CONTRACTOR shall bear all costs of preparing and submitting a Claim.

22.5 AGENCY Review of Claim (Public Contract Code § 9204)

- A. Within forty-five (45) Days after receipt of a Claim, AGENCY shall provide a written statement, herein referred to as “Response Notice”, identifying the portions of the Claim that are disputed and the portions that are undisputed.
- B. The Parties may extend this period by mutual agreement.
- C. If AGENCY requires approval from its governing body and the governing body does not meet within the initial forty-five (45) Day period or any agreed extension, AGENCY shall have three (3) Days after the next duly noticed meeting to issue its Response Notice.
- D. Any undisputed portion of a Claim shall be paid within sixty (60) Days after issuance of the Response Notice.
- E. Failure of AGENCY to issue a timely Response Notice shall be deemed a rejection of the entire Claim but shall not constitute an adverse finding on the merits.

22.6 Meet-and-Confer Conference (Public Contract Code § 9204)

- A. If CONTRACTOR disputes AGENCY'S Response Notice, or if AGENCY fails to issue one, CONTRACTOR may demand in writing an informal meet-and-confer conference for settlement of the issues in dispute.
- B. The conference will be scheduled within thirty (30) Days of receiving the demand.
- C. Within ten (10) business days after the conclusion of the conference, AGENCY shall issue a second Response Notice identifying the portions of the Claim that remain disputed and those that are undisputed.
- D. Any undisputed portion shall be paid within sixty (60) Days after issuance of the second written statement.

22.7 Nonbinding Mediation (Public Contract Code § 9204)

- A. Any portion of the Claim that remains in dispute after the meet-and-confer process shall be submitted to nonbinding mediation.
- B. The Parties shall mutually agree upon a mediator within ten (10) business days. If the Parties cannot agree, then each Party shall select a mediator and bear the fees and costs charged by their respective mediators. The two mediators shall select a qualified neutral third-party to mediate the disputed portion of the Claim.
- C. The Parties shall share the costs of the mutually agreed mediator or the neutral mediator equally.
- D. Mediation may include neutral evaluation or a dispute review board.
- E. Mediation under this Article satisfies the mediation requirement of Public Contract Code §20104.4 unless the Parties agree otherwise in writing.
- F. All mediation communications shall be confidential as provided in Evidence Code §§1115–1129.
- G. If mediation is unsuccessful, the dispute may proceed to the procedures set forth in AGREEMENT **Article 22.12**.

22.8 Additional Procedures for Claims of \$375,000 or Less (Public Contract Code §§ 20104–20104.6)

- A. For Claims of fifty thousand dollars (\$50,000) or less, AGENCY shall respond within forty-five (45) Days of receipt.
- B. For Claims greater than fifty thousand dollars (\$50,000) and not more than three hundred seventy-five thousand dollars (\$375,000), AGENCY shall respond within sixty (60) Days of receipt.
- C. If CONTRACTOR disputes AGENCY'S Response Notice, CONTRACTOR may request a meet-and-confer conference, which shall occur within thirty (30) Days.

- D. If the dispute remains unresolved after the meet-and-confer conference, the matter shall proceed to nonbinding mediation as required by Public Contract Code §20104.4 unless excused by AGREEMENT **Article 22.7**.

22.9 Subcontractor Claims

- A. If a Subcontractor lacks standing to assert a Claim directly against AGENCY, CONTRACTOR may present the Claim on the Subcontractor's behalf.
- B. CONTRACTOR shall notify the Subcontractor within forty-five (45) Days whether the Claim was presented and, if not, the reasons for declining to do so.

22.10 Certification and False Claims Act Notice

- A. All Claims shall be certified under penalty of perjury as true, complete, and made in good faith.
- B. CONTRACTOR is hereby notified that submission of a false Claim may subject CONTRACTOR to liability under the False Claims Act (Government Code §§12650–12656), including treble damages and civil penalties.

22.11 Government Code Claims

- A. If a Claim remains unresolved after completion of the procedures in this Article, CONTRACTOR shall file a claim under Government Code §910 et seq. as a condition precedent to filing a civil action.
- B. Any such Government Code claim shall affirmatively state CONTRACTOR'S compliance with the procedures of this Article.

22.12 Civil Action

- A. After completion of the procedures in this Article and Government Code §910 et seq., CONTRACTOR may file a civil action.
- B. Any such action shall be subject to Public Contract Code §9204(f) and, for Claims of three hundred seventy-five thousand dollars (\$375,000) or less, Public Contract Code §20104.4.
- C. Venue shall lie exclusively in the Superior Court of California, County of Monterey.
- D. The Parties waive their rights to a jury trial.

**IN WITNESS WHEREOF**, AGENCY and CONTRACTOR execute this AGREEMENT as follows:

**(signatures on following page)**

**MONTEREY COUNTY  
WATER RESOURCES AGENCY**

\_\_\_\_\_  
Ara Azhderian, General Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved as to form:

\_\_\_\_\_  
Assistant County Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Risk Management

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Administration Office

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Date

**CONTRACTOR**

\_\_\_\_\_  
Contractor Business Name

\_\_\_\_\_  
Signature\*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature\*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\* If CONTRACTOR is a corporation (including limited liability and non-profit corporations), the full legal name of the corporation shall be set forth together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth together with the signature of a partner with authority to execute this AGREEMENT on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of his or her business, if any, and shall personally sign the AGREEMENT.

<< End of Document >>

## PAYMENT BOND

(California Civil Code §§9550-9566)

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the Monterey County Water Resources Agency has awarded CONTRACTOR, a contract for the following project:

### **Nacimiento Dam South Access Road Repairs Project**

AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons furnishing labor and materials on the project as provided by law;

NOW, THEREFORE, we \_\_\_\_\_  
as CONTRACTOR, and \_\_\_\_\_

\_\_\_\_\_ as Surety, are held and firmly bound unto the Monterey County Water Resources Agency (hereinafter called "AGENCY"), and to the persons named in California Civil Code §9100 in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH THAT:

If the CONTRACTOR or any of CONTRACTOR's heirs, executors, administrators, successors, assigns, or subcontractors, (1) fails to pay in full all of the persons named in California Civil Code §9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under California Unemployment Insurance Code with respect to work or labor performed on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and Subcontractors pursuant to California Unemployment Insurance Code §13020 with respect to such work and labor, then the Surety shall pay for the same.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

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**DOCUMENT 00 61 12 – PAYMENT BOND**

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If suit is brought upon this bond by the AGENCY and judgment is recovered, the Surety shall pay all litigation expenses incurred by the AGENCY in such suit, including attorneys' fees, court costs, expert witness fees, and investigation expenses.

This bond inures to the benefit of the persons authorized to assert a claim under California Civil Code § 9100. Any such claimant shall have a right of action upon this bond in accordance with the requirements and procedures set forth in California Civil Code §§9550-9566.

IN WITNESS WHEREOF the above-bounden parties have executed this instrument under several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

\_\_\_\_\_  
CONTRACTOR

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

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

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

(Corporate Seal)

\_\_\_\_\_  
Surety

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

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

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

Attach (1) a copy of authorization for signature for CONTRACTOR, and (2) An original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

<< End of Document >>

## PERFORMANCE BOND

THIS PERFORMANCE BOND (“Bond”) is dated \_\_\_\_\_20\_\_\_\_, is in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) (“Penal Sum”), which is 100 percent (100%) of the Contract Price and is entered into by and between the parties listed below to ensure the faithful performance of the Contract identified below as:

### Nacimiento Dam South Access Road Repairs Project (Project)

This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 13 attached to this page. Any singular reference to \_\_\_\_\_ (“Contractor”), \_\_\_\_\_ (“Surety”), Monterey County Water Resources Agency (“Agency”), or other party shall be considered plural where applicable.

**Contractor:**

Address: \_\_\_\_\_

\_\_\_\_\_  
City/State/Zip Code

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

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

Title: \_\_\_\_\_  
(Corporate Seal)

**Surety:**

Address: \_\_\_\_\_

\_\_\_\_\_  
City/State/Zip Code

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

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

Title: \_\_\_\_\_  
(Corporate Seal)

### DEFINITIONS

**Balance of the Contract Price:** The total amount payable by Agency to Contractor pursuant to the terms of the Contract after all proper adjustments have been made under the Contract, for example, deductions for progress payments made, and increases/decreases for approved Change Orders to the Contract.

**Contract:** The agreement between Agency and Contractor identified on the signature page of this Bond, including all Contract Documents.

**Contractor Default:** Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract, limited to “default” or any other condition allowing a termination for cause as provided in the Contract.

**Agency Default:** Material failure of Agency, which has neither been remedied nor waived, to pay Contractor progress payments due under the Contract or to perform other material terms of the Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Contract.

## **BOND TERMS AND CONDITIONS**

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Agency and the State of California for the complete and proper performance of the Contract, which is incorporated herein by reference.
2. If Contractor completely and properly performs all of its obligations under the Contract, Surety and Contractor shall have no obligation under this Bond.
3. If there is no Agency Default, Surety’s obligation under this Bond shall arise after:
  - 3.1. Agency provides Surety with written notice that Agency has declared a Contractor Default under the Contract pursuant to the terms of the Contract; and
  - 3.2. Agency has agreed to pay the Balance of the Contract Price:
    - 3.2.1. To Surety in accordance with the terms of this Bond and the Contract; or
    - 3.2.2. To a Contractor selected to perform the Contract in accordance with the terms of this Bond and the Contract.
4. When Agency has satisfied the conditions of Paragraph 3 above, Surety shall promptly (within 40 days) and at Surety’s expense elect to take one of the following actions:
  - 4.1. Arrange for Contractor, with consent of Agency, to perform and complete the Contract (but Agency may withhold consent, in which case the Surety must elect an option described in Paragraphs 4.2, 4.3 or 4.4 below); or

- 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; provided, that Surety may not select Contractor as its agent or independent contractor or Contractor without Agency's consent; or
  - 4.3. Undertake to perform and complete the Contract by obtaining bids from qualified contractors acceptable to Agency for a contract for performance and completion of the Contract and, upon determination by Agency of the lowest responsive and responsible Bidder, arrange for a contract to be prepared for execution by Agency and the contractor or Contractor selected with Agency's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract; and, if Surety's obligations defined in Paragraph 7 below, exceed the Balance of the Contract Price, then Surety shall pay to Agency the amount of such excess; or
  - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor or Contractor, and with reasonable promptness under the circumstances and, after investigation and consultation with Agency, determine in good faith its monetary obligation to Agency under Paragraph 7 below, for the performance and completion of the Contract and, as soon as practicable after the amount is determined, tender payment therefor to Agency with full explanation of the payment's calculation. If Agency accepts Surety's tender under this Paragraph 4.4, Agency may still hold Surety liable for future damages then unknown or unliquidated resulting from the Contractor Default, as agreed by Agency and Surety at the time of tender. If Agency disputes the amount of Surety's tender under this Paragraph 4.4, Agency may exercise all remedies available to it at law to enforce Surety's liability under Paragraph 7 below.
5. If Surety does not proceed as provided in Paragraph 4 above then Surety shall be deemed to be in default on this Bond ten (10) days after receipt of an additional written notice from Agency to Surety demanding that Surety perform its obligations under this Bond. Such Surety default shall be independent from the Contractor Default. To the extent Surety's independent default causes Agency to suffer damages, including, but not limited to, delay damages, which are different from, or in addition to (but not duplicative of) damages which Agency is entitled to receive under the Contract, Surety shall also be liable for such damages.
  6. At all times Agency shall be entitled to enforce any remedy available to Agency at law or under the Contract including, without limitation, and by way of example only, rights to perform work, protect Work, mitigate damages, advance critical Work to mitigate schedule delay, and coordinate Work with other consultants or contractors.

7. If Surety timely elects to act under Paragraphs 4.1, 4.2 or 4.3 above and complies with its obligations under this Bond, Surety's obligations under this Bond are commensurate with the obligations of Contractor under the Contract. Surety's obligations shall include, but are not limited to:
  - 7.1. The responsibilities of Contractor under the Contract for completion of the Contract and correction of Defective Work;
  - 7.2. The responsibilities of Contractor under the Contract to pay liquidated damages; and,
  - 7.3. Additional legal, professional and delay costs resulting from Contractor Default or resulting from the actions or failure to act of the Surety under Paragraph 4 above (but excluding attorney's fees incurred to enforce this Bond).
8. If Surety timely elects to act under Paragraphs 4.1, 4.3 or 4.4 above and complies with its obligations under this Bond, Surety's monetary obligation under this Bond is limited by the amount of this Bond identified herein as the Penal Sum.
9. No right of action shall accrue on this Bond to any person or entity other than Agency or its successors or assigns.
10. Surety hereby waives notice of any change, alteration or addition to the Contract or to related subcontracts, agreements, purchase orders and other obligations, including changes of time, and of any Agency action in accordance with Paragraph 6 above. Surety consents to all terms of the Contract, including provisions on changes to the Contract. No extension of time, change, alteration, modification, deletion, or addition to the Contract Documents, or of the Work (including services) required thereunder, or any Agency action in accordance with Paragraph 6 above shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond, unless such action is an Agency Default. Except in the event of an Agency Default, and to the extent Surety is damaged thereby, Surety hereby waives the provisions of California Civil Code §2809, and any other law which either prohibits, restricts, limits or modifies in any way any obligation of a surety which is larger in amount or in any other respect more burdensome than that of the principal.
11. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between Agency and Contractor regarding the Contract, or in the courts of the County of Monterey, or in a court of competent jurisdiction in the location in which the Work is located. Communications from Agency to Surety under Paragraph 3.1 above shall be deemed to include the necessary agreements under Paragraph 3.2 above unless expressly stated otherwise.

12. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to Agency shall be mailed or delivered as provided in the Contract for the Project. Actual receipt of notice by Surety, Agency or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.
13. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.

<< End of Document >>

## ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

(California Public Contract Code §22300)

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, this ESCROW AGREEMENT ("Escrow Agreement") is made and entered into by and between the Monterey County Water Resources Agency whose address is 1441 Schilling Place, North Building, Salinas, CA 93901 (hereinafter called "Agency"); \_\_\_\_\_

\_\_\_\_\_ whose address is \_\_\_\_\_

(hereinafter called "Contractor"); and Agency OR [ ] \_\_\_\_\_ (Name of Bank) a state or federally chartered bank in the State of California whose address is \_\_\_\_\_ (hereinafter called "Escrow Agent").

For the consideration hereinafter set forth, Agency, Contractor and Escrow Agent agree as follows:

- OPTION 1. Pursuant to California Public Contract Code §22300, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Agency pursuant to construction contract entered into between Agency and Contractor for Nacimiento Dam South Access Road Repairs PROJECT in the amount of \$ \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_, under Specification No. 26-005 (hereinafter referred to as the "Contract").

OPTION 2. Alternatively, on written request of Contractor, Agency shall make payments of the retention earnings directly to Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify Agency within ten (10) days of the deposit. The market value of the securities at the time of substitution shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between Agency and Contractor. Securities shall be held in name of Agency and shall designate Contractor as the beneficial owner.
- The Agency shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified above.
- When the Agency makes payment of retentions earned directly to Escrow Agent, the Escrow Agent shall hold them for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this

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**DOCUMENT 00 61 23 – ESCROW AGREEMENT FOR  
SECURITY DEPOSITS IN LIEU OF RETENTION**

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Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when Agency pays Escrow Agent directly.

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of Agency. These expenses and payment terms shall be determined by Agency, Contractor, and Escrow Agent.
5. The interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Agency.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Agency to the Escrow Agent that the Agency consents to the withdrawal of the amount sought to be withdrawn by Contractor.
7. The Agency shall have the right to draw upon the securities in event of default by the Contractor. Upon seven (7) days' written notice to the Escrow Agent from the owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Agency.
8. Upon receipt of written notification from the Agency certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on written notifications from the Agency and the Contractor pursuant to Paragraphs 5 to 8, inclusive, of this Escrow Agreement and the Agency and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth above.
10. The names of persons who are authorized to give written notice or to receive written notice on behalf of the Agency and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as set forth below. The Agency or Contractor may designate a different person authorized to give or receive written notice on their behalf with 48 hours written notice to the other parties listed below.

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**DOCUMENT 00 61 23 – ESCROW AGREEMENT FOR  
SECURITY DEPOSITS IN LIEU OF RETENTION**

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On Behalf of Agency:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
1441 Schilling Place, North Building, Salinas, CA 93901  
Address

On Behalf of Contractor:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

On Behalf of Escrow Agent:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

At the time the Escrow Account is opened, the Agency and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Escrow Agreement.

IN WITNESS WHEREOF the parties have executed this Escrow Agreement by their proper officers on the date first set forth above.

**AGENCY**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CONTRACTOR**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ESCROW AGENT**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

<< End of Document >>

**EXHIBIT A – CONDITIONS OF THE CONTRACT**

Document 00 71 00 – Definitions

Document 00 73 00 – Supplemental Conditions to the AGREEMENT

Document 00 73 01 – Supplemental Conditions for Projects with Federal Funding

Document 00 73 02 – FEMA Specific Requirements

Document 00 73 03 – Debris Management Requirements

Draft

Wherever used in the Contract Documents the following terms have the meanings indicated (which are applicable to both the singular and plural thereof). Where an entire word is in upper case in the definitions and is found in lower case in the Contract Documents, the lower-case use of the word shall connote its ordinary meaning within the context it is used. Throughout the Contract Documents, use of the conjunctive term “and” or the disjunctive term “or” shall mean “and/or” unless the context clearly requires otherwise to expand the plain meaning of the term to include its conjunctive/disjunctive counterpart.

Addenda.or.Bid.Addenda.-.Written or graphic instruments issued prior to the opening of Bids which make clarifications, additions, deletions, or revisions to the Contract Documents. Addenda become part of the Contract Documents upon execution of the AGREEMENT.

Agency.or.AGENCY.or.Owner.-.The Monterey County Water Resources Agency, the Party of the first part as identified in the AGREEMENT.

AGREEMENT.or.Agreement – The executed instrument (**Document 00 52 00**) that binds the Parties and incorporates the Contract Documents.

Application.for.Payment.-.The form acceptable to the Engineer which is to be used by the CONTRACTOR to request progress or final payment, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

Authorized.Agent.or.AUTHORIZED.AGENT.-.Authorized Agents, as identified in the AGREEMENT or subsequent written designation by the AGENCY, act on behalf of the AGENCY only within the limits of their delegated authority as defined in the Contract Documents. The following are Authorized Agents providing professional services to the AGENCY for this Project:

- Construction Manager – \_\_<company name>\_\_, \_\_<address>\_\_, \_\_<city>\_\_, \_\_<state>\_\_, \_\_<zip>\_\_.
- Design Engineer – GEI Consultants, 180 Grand Avenue, Suite 950, Oakland, CA, 94612.
- Engineer – \_\_<company name>\_\_, \_\_<address>\_\_, \_\_<city>\_\_, \_\_<state>\_\_, \_\_<zip>\_\_.
- Testing Lab – \_\_<company name>\_\_, \_\_<address>\_\_, \_\_<city>\_\_, \_\_<state>\_\_, \_\_<zip>\_\_.

Bid.-.The offer or proposal of the Bidder submitted on the prescribed forms setting forth the price or prices for the Work.

Bidder – The individual or entity that submits a Bid directly to the AGENCY.

Bond – An instrument as required by the Contract Documents and applicable law which protect against loss due to inability or refusal of the CONTRACTOR to perform. Such instruments that are associated with these Contract Documents are: Bid Bond, Payment Bond, and Performance Bond.

Board – Board of Directors of the Monterey County Water Resources Agency.

Build.America?Buy.America.Act.(BABA).– This definition is provided for reference only and does not impose any requirement unless the Contract Documents expressly state that federal domestic

preference requirements apply. BABA refers to the domestic preference requirements established by the Infrastructure Investment and Jobs Act (Pub. L. 117-58) and implemented through 2 C.F.R. § 200.322 and related federal guidance.

Change.Order.(including.Change.Order.Proposal.and.Change.Order.Request) – As defined in **Document 00 52 00, “AGREEMENT”**.

Certificate.for.Payment – A written determination issued by the AGENCY, based on the Engineer’s review and recommendation, approving the CONTRACTOR’S payment application for Work completed during a specific billing period. A Certificate for Payment confirms that the Work covered by the application has been performed in accordance with the Contract Documents and authorizes the AGENCY to make payment of the approved amount, subject to retainage, prior or current withholds, and any other lawful deductions.

Certificate.of.Substantial.Completion – A document signed by the Engineer and the CONTRACTOR recommending to the AGENCY that the Work is substantially complete and establishing the date of Substantial Completion.

Clarification – A written interpretation issued by the Engineer to the CONTRACTOR that explains the requirements or design intent of the Contract Documents. A Clarification does not modify the Contract Documents or authorize an addition, deletion, or revision to the Work, nor does it adjust the Contract Price or Contract Time(s).

Commencement.Date – The date established in the Notice to Proceed for the initiation of the Contract Time(s) for completion of the Project.

Commercially.Operable.or.COMMERCIALY.OPERABLE.– The use of the Work for its intended use.

Construction.Manager.– When the AGENCY engages a construction management firm for the Project, the Construction Manager is the firm or individual identified in the AGREEMENT or in a written designation by the AGENCY to perform construction management services. When designated by the AGENCY, the Construction Manager shall serve as the Engineer for purposes of the Contract and shall exercise the authority of the Engineer as set forth in AGREEMENT **Article 21**. If the Construction Manager is designated as the Engineer, all references to the Engineer in the Contract Documents shall be interpreted accordingly.

Construction.Materials.(BABA) – This definition is provided for reference and does not impose any requirement unless the Contract Documents expressly state that federal domestic preference requirements apply. Materials defined by federal guidance for purposes of domestic preference requirements, including but not limited to non-ferrous metals, plastic and polymer-based products, glass, lumber, and drywall. These definitions apply only when the Contract Documents indicate that federal domestic preference requirements are applicable.

Contract or CONTRACT or Agreement or AGREEMENT – The entire integrated agreement between the AGENCY and the CONTRACTOR, consisting of the Contract Documents.

Contract.Documents – The full, complete and exclusive agreement between the AGENCY and CONTRACTOR consisting only of the following enumerated documents, together with any Modifications issued in accordance with the procedures set forth in the Contract Documents:

Specification No. 26-005

1. AGREEMENT (**Document 00 52 00**)
2. **Exhibit A** – Conditions of the Contract, including:
  - a. Definitions (**Document 00 71 00**)
  - b. Supplemental Conditions to the AGREEMENT (**Document 00 73 00**)
  - c. Any additional 00 73-series documents when applicable, identified within **Document 00 73 00** as applicable to the Project
3. **Exhibit B** – Contract Price and Payment Provisions
4. **Exhibit C** – Specifications, including:
  - a. General Requirements (Division 01)
  - b. Technical Requirements (Division 02 – 49)
5. **Exhibit D** – Drawings
6. Bonds (**Exhibit E**), Insurance Certificates (**Exhibit F**), and Endorsements (**Exhibit G**), as applicable, required by the AGREEMENT
7. **Exhibit H** - Bid Addenda issued during the procurement process
8. Change Orders, Field Orders, written interpretations, and other written Modifications issued in accordance with the Contract Documents
9. Other documents specifically incorporated by reference in the AGREEMENT
10. Notice to Proceed

No other documents, communications, or materials, whether oral or written, shall be considered part of the Contract Documents unless expressly listed above or expressly incorporated by reference in the AGREEMENT. Permits are not a Contract Document and, when applicable, are provided for informational purposes only. CONTRACTOR'S Accepted Submittals are Contract Documents only for the limited purpose of identifying the specific materials, equipment, and details the CONTRACTOR proposes to furnish, and shall not modify or supersede the Contract Documents except to the extent expressly approved by a Change Order.

**Contract.Price.or.Contract.Sum.-** The total monies payable by the AGENCY to the CONTRACTOR under the terms and conditions of the Contract Documents.

**Contract.Time(s)-** The number of successive Days after the Commencement Date or specific dates specified for the Milestones specified in the AGREEMENT.

**Contractor.or.CONTRACTOR..-** The Party of the second part as identified within the AGREEMENT.

**Day.-** A twenty-four-hour (24-hour) period from midnight to midnight. When day or days is used in these Contract Documents and it does not distinguish between calendar or business/working day, then it shall be interpreted to refer to calendar day(s) unless otherwise noted. Business day or working day refers to a non-weekend and non-holiday day of work by the AGENCY. The AGENCY is not open to the public for work on weekend days and AGENCY-observed holidays.

**Defective.Work-** Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or work that has been damaged prior to the Engineer's recommendation of final payment.

**Design.Engineer** – AGENCY staff engineers, acting either directly as an employee of the AGENCY or through an Authorized Agent, such agents, acting within the scope of the particular duties entrusted to them.

**Domestic.Preference.Requirements** – This definition is provided for reference and does not impose any requirement unless the Contract Documents expressly state that federal domestic preference requirements apply. Federal requirements that certain materials be produced in the United States when applicable to a Project. These requirements apply only when the Contract Documents expressly state that the Project is subject to such requirements.

**Drawings.or.Plans** – The drawings, plans, maps, profiles, diagrams, and other graphic representations which provide more detail regarding the character, location, nature, extent, and scope of the construction Work and which have been prepared by the Design Engineer, and which are referred to in the Contract Documents. Shop Drawings are not Drawings as so defined.

**Effective.Date.**– The date indicated in the Contract on which it becomes effective, but if no such date is indicated, then it means the date on which the Contract is signed and delivered by the AGENCY after it was first signed and delivered by the CONTRACTOR to the AGENCY.

**Engineer** – The individual or entity designated by the AGENCY in the AGREEMENT to act as the AGENCY’S representative for purposes of administering the Contract. The Engineer may be an employee of the AGENCY or an Authorized Agent engaged by the AGENCY. The Engineer’s authority and duties are expressly assigned and set forth in AGREEMENT **Article 21** and elsewhere in the Contract Documents. References to the Engineer include duly authorized representatives of the Engineer, but do not include authority to modify the Work except as provided in AGREEMENT **Article 6**.

**Environmental.Monitor.**- .AGENCY environmental staff acting either directly as an employee of the AGENCY or through an Authorized Agent, such agents acting within the scope of the particular duties entrusted to them.

**Field.Order.**- .A written order, or other written directive, issued by the Engineer which requires minor changes in the Work, but which does not involve a change in the Contract Price or the Contract Time(s).

**Final.Completion.**- .As defined in **Document 00 52 00, “AGREEMENT”**.

**General.Requirements** – Division 01 of the Specifications.

**Hazardous.Waste** – Shall have the meaning provided in California Health and Safety Code§25117 as amended from time to time.

**Iron.and.Steel.Products.(BABA)** – Products for which the cost of the iron and steel content is required to be produced in the United States when federal domestic preference requirements apply. This definition is provided for reference and applies only when the Contract Documents indicate that such requirements are applicable.

**Manufactured.Products.(BABA)** – Articles, materials, or supplies that have been processed into a specific form and function and are subject to domestic preference requirements when applicable. This

definition applies only when the Contract Documents indicate that federal domestic preference requirements are applicable.

Milestone – A principal event specified in the Contract Documents relating to a completion date of a separately identifiable part of the Work.

Modification.- .A Change Order, Field Order, or other written amendment or directive issued in accordance with the Contract Documents.

Notice.of.Award – The conditional written notice by the AGENCY to the apparent Successful Bidder stating that upon compliance with the prerequisite conditions enumerated in the Contract Documents within the time specified, the AGENCY will enter into an AGREEMENT.

Notice.of.Completion – A statutory document filed by the AGENCY with the Monterey County Recorder after the AGENCY’S governing body formally accepts the Work. Filing the Notice of Completion commences the statutory lien and stop-notice filing periods applicable to the Project.

Notice.of.Termination – The written notice issued by the AGENCY pursuant to the AGREEMENT.

Notice.to.Proceed.- .The written notice issued by the AGENCY to the CONTRACTOR authorizing the CONTRACTOR to proceed with the Work and establishing the Commencement Date of the Contract Time(s).

Partial.Utilization.- .Use by the AGENCY of a substantially completed part of the Work for the purpose for which it is intended prior to Substantial Completion of all the Work.

Project – The undertaking by the CONTRACTOR for the total construction of the Work described in the Contract Documents.

Request.for.Information.(RFI) – A request from the CONTRACTOR to the Engineer seeking an interpretation or a clarification of a requirement of the Contract Documents.

Resident.Engineer – An individual employed by the AGENCY or by the Construction Manager to perform field observation, inspection, and related services under the direction of the Engineer or Construction Manager. The Resident Engineer has no independent authority to modify the Work, interpret the Contract Documents, or bind the AGENCY, except as expressly authorized in writing by the Engineer.

Shop.Drawing.– Refer to Specification **Section 01 33 00, “Submittal Procedures”** for this definition.

Site.or.site – Shall refer to the Work Site unless otherwise specified.

Specialty.Item – A discrete portion of the Work that requires uniquely specialized skills, equipment, materials, or qualifications not ordinarily possessed by general contractors or typical subcontractors, and which the AGENCY designates as a Specialty Item for the purpose of evaluating responsibility, determining eligibility for self-performance credit, or applying the requirements of minimum work performance percentage. A Specialty Item exists only when expressly identified by the AGENCY in **Document 00 73 00, “Supplemental Conditions to the AGREEMENT”** for a specific Project.

Specifications.– General Requirements and Technical Requirements, reference specifications, and any specifications in Change Orders or Field Orders.

Stop.Notice – A legal remedy for subcontractors and suppliers who contribute to public works, but who are not paid for their work, which secures payment from construction funds possessed by the AGENCY. For public property, the Stop Notice remedy is designed to substitute for mechanic’s lien rights.

Subcontractor.or.subcontractor – Any person or business entity that has a direct contract with the CONTRACTOR to perform a portion of the Work at the Site, including installation, construction, alteration, or related services. The term does not include suppliers who merely furnish materials, equipment, or manufactured products unless the item is specially fabricated for the Project and not ordinarily carried in stock.

Submittal.(including.Action.Submittal?Information.Submittal?Deferred.Submittal?and.CONTRACTOR'S.Accepted.Submittal).– Refer to Specification **Section 01 33 00, “Submittal Procedures”** for this definition.

Substantial.Completion.- .As defined in **Document 00 52 00, “AGREEMENT”**.

Supplemental.Conditions.to.the.AGREEMENT – The part of the Contract Documents (set forth in **Document 00 73 00**) which make additions, deletions, or revisions to these Contract Documents.

Supplier.or.supplier – Any person or business entity that contracts with the CONTRACTOR to provide materials (either bulk, consumable, or specially fabricated) or equipment.

Technical.Requirements – Specification from Division 02 – 49 of the Contract Documents consisting of the technical descriptions of the products and execution of the Work.

Testing.Lab.or.Testing.Laboratory.or.Quality.Control.Inspector.– A qualified independent testing laboratory or inspection entity engaged to perform construction inspection and testing services. When retained by the AGENCY, the Testing Lab performs Quality Assurance services under the direction of the Engineer. When retained by the CONTRACTOR, the Testing Lab performs Quality Control services as part of the CONTRACTOR’S responsibility for the Work. The Testing Lab has no authority to modify the Work, interpret the Contract Documents, or direct the CONTRACTOR, except as expressly authorized in writing by the Engineer.

Utilities – All pipelines, conduits, ducts, cables, wires, tracks, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground or above the ground to furnish any of the following existing services or materials either functioning or nonfunctioning: water, sewage, sludge, drainage, fluids, electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, traffic control, or other control system.

Work.or.WORK.– All the work specified in the Contract Documents, including all alterations, amendments or extensions thereof made by Change Order, Field Order, or other written orders of the Engineer and/or the AGENCY. WORK includes the result of performing or furnishing labor, furnishing materials and equipment that will be incorporated into the construction, performing or furnishing services and furnishing documents, and all incidental services required by the Contract Documents.

WORK is often described in its functionally complete form, and CONTRACTOR is responsible for implementing the proper means, methods, and procedures to meet the requirements of the Contract Documents.

<< End of Document >>

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GENERAL

These Supplemental Conditions to the AGREEMENT make additions, deletions, or revisions to the AGREEMENT as indicated herein. All provisions which are not so added, deleted, or revised remain in full force and effect. Terms used in these Supplemental Conditions to the AGREEMENT have the meanings assigned to them in **Document 00 71 00, “Definitions”**, or as defined specifically within other provisions of the Contract Documents.

ARTICLE 1. SCOPE OF WORK

Add the following after **Article 1.3** when the Project receives federal funding:

1.4 Supplemental Federal Conditions (Federal Funding Only)

- A. **Conditional Incorporation** – When the Project receives financial assistance, in whole or in part, from any federal agency, the following documents are incorporated into the Contract Documents as part of Exhibit A – Conditions of the Contract:
  - 1. **Document 00 73 01 – Supplemental Conditions for Projects with Federal Funding**
  - 2. **Document 00 73 02 – FEMA Specific Requirements** (if applicable)
  - 3. **Document 00 73 03 – Debris Management Requirements** (if applicable)
  - 4. Any additional 00 73-series documents issued for the Project.
- B. **Applicability** – The 00 73-series documents identified in **Article 1.4.A** apply only to the extent required by the federal funding source(s) for the Project. If the Project does not receive federal funding, the 00 73-series documents identified in **Article 1.4.A** do not apply.
- C. **Conflict of Provisions** – In the event of a conflict between any 00 73-series document incorporated pursuant to **Article 1.4.A** and any other provision of the Contract Documents, the federal requirements shall control, but only to the extent required by applicable federal law, regulation, or funding eligibility criteria.
- D. **Notice of Federal Funding** – The AGENCY will provide notice of federal funding in the solicitation documents or by subsequent written notice to the CONTRACTOR, whether issued before or after award. Upon receipt of such notice, the CONTRACTOR shall immediately comply with all applicable 00 73-series documents incorporated pursuant to **Article 1.4.A**.

ARTICLE 2. CONTRACT TIMES

Add the following after **Article 2.2, Milestone Dates**:

2.3 The CONTRACTOR shall begin work on the Commencement Date and the Work to be accomplished under this AGREEMENT shall be completed within the time limits provided below for completion of intermediate milestone(s) (if any), Substantial Completion, and Final Completion. The Contract Times may only be changed by a Change Order issued pursuant to AGREEMENT **Article 6**.

<b>Milestone</b>	<b>Contract Time</b>
Interim Milestone A – <<describe. If none, then erase this row OR show “NONE” in the Contract Time column>>	___ successive Days after the Commencement Date
Milestone #1 – Substantial Completion	___ successive Days after the Commencement Date
Milestone #2 – Final Completions	___ successive Days after the Commencement Date

Add the following In **Article 2.2.B, Substantial Completion Milestone**:

The following item or items, as they pertain to the Work for the completion of the Project as described in the Contract Documents, are included in the requirements which shall be completed prior to Substantial Completion being certified unless described otherwise herein or via Change Order(s):

1. Completion of the Work for its intended use.
2. Complete processing of all Action Submittals required for the Work to achieve Substantial Completion have been accepted.
3. All Operation and Maintenance manuals have been delivered to the AGENCY, if applicable.
4. All startup and testing have been successfully completed, if applicable.
5. CONTRACTOR’S punch list of remaining Work has been delivered to the Engineer.
6. Successful completion of an inspection by the AGENCY and Engineer confirming Substantial Completion status.

**ARTICLE 5. LIQUIDATED DAMAGES**

The following table supplements the provisions of **Article 5** of the AGREEMENT.

**DOCUMENT 00 73 00 – SUPPLEMENTAL CONDITIONS TO THE AGREEMENT**

Milestone	Liquidated Damages, until Milestone is Completed	Maximum Limit
Interim Milestone A –	NONE	Unlimited
Milestone #1 – Substantial Completion	NONE	Unlimited
Milestone #2 – Final Completions	NONE	Unlimited

**ARTICLE 11. OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS**

Add the following table after **Article 11.2.A:**

Item No.	Specialty Item of Work for Project
1.	NONE

**ARTICLE 17. COMPLIANCE WITH APPLICABLE LAWS AND PERMIT REQUIREMENTS**

Add the following table after **Article 17.A:**

Item No.	AGENCY Procured Permits for Project
1.	County of San Luis Obispo Department of Planning & Building – Construction Permit Application BLD-1038

**ARTICLE 18. EMPLOYMENT PRACTICES**

Add the following to the end of **Article 18.2, Eight-Hour Day, 40-Hour Week:**

- D. AGENCY Work Hours and AGENCY-Observed Holidays. The AGENCY employees work an eight (8) hour day. Office employees work nominally 8:00 a.m. to 5:00 p.m. Construction site employees often will adjust their work times to coincide with the CONTRACTOR’S work schedule; however, commute times will often result in less hours on Site for employees who have lengthy commutes to the Project Site.

The CONTRACTOR shall not work, nor will the AGENCY’S employees or the Authorized Agents work, on the following AGENCY-observed holidays, unless previously approved in writing by the Engineer. If a holiday falls on a Saturday, it will be observed on the preceding Friday; if it falls on a Sunday, it will be observed on the following Monday.

New Year's Day  
Martin Luther King Jr. Day  
President's Day  
Farmworker Appreciation Day  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Veterans' Day  
Thanksgiving Day  
Friday after Thanksgiving Day  
Christmas Eve  
Christmas Day

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**DOCUMENT 00 73 01 – SUPPLEMENTAL CONDITIONS  
FOR PROJECTS WITH FEDERAL FUNDING**

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**PART 1 – GENERAL**

**1.1 Summary**

These Supplemental Conditions establish the federal requirements applicable to construction projects that receive financial assistance from a federal agency subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200). When included in the Contract Documents, this **Document 00 73 01** applies to the Project regardless of the specific federal funding source. This **Document 00 73 01** applies only when included in the Contract Documents.

The provisions of this Document supplement, and where necessary supersede, the AGREEMENT and other Contract Documents. All provisions not modified by this Document remain in full force and effect.

**1.2 Applicability of Federal Requirements**

1. These requirements apply **only** when the Project receives federal financial assistance, in whole or in part, from a federal awarding agency subject to 2 C.F.R. Part 200.
2. The AGENCY will identify the applicable federal funding source(s) in **Document 00 11 16, “Invitation to Bid”**, the Contract Documents, or by written notice to the CONTRACTOR.
3. Program-specific federal requirements (e.g., FEMA Public Assistance, HUD, DOE, EPA) are provided in separate supplemental sections (e.g., 00 73 02, 00 73 03, etc.) and apply only when included in the Contract Documents.

**1.3 Order of Precedence (Federal Requirements)**

In the event of a conflict between the federal requirements contained in this **Document 00 73 01** and any other provision of the Contract Documents, the federal requirements shall control, but only to the extent required for eligibility for federal funding.

**1.4 Incorporation by Reference**

The following federal regulations and authorities are incorporated by reference as though fully set forth herein:

1. 2 C.F.R. Part 200, including Appendix II
2. 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension)
3. Executive Order 11246 (Equal Employment Opportunity)
4. 40 U.S.C. §§ 3701–3708 (Contract Work Hours and Safety Standards Act)
5. 40 C.F.R. Part 33 (EPA DBE Program), if applicable

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**DOCUMENT 00 73 01 – SUPPLEMENTAL CONDITIONS  
FOR PROJECTS WITH FEDERAL FUNDING**

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6. 41 U.S.C. § 4712 (Whistleblower Protections)
7. Any additional federal requirements identified by the awarding agency

Where a federal requirement is incorporated by reference but not reproduced verbatim, the CONTRACTOR is responsible for full compliance. In the event the federal awarding agency updates or revises any referenced regulation during the Project, the CONTRACTOR shall comply with the updated version to the extent required by the awarding agency.

**PART 2 – MANDATORY FEDERAL CONTRACT PROVISIONS (2 C.F.R. Part 200, Appendix II)**

**2.1 Remedies for Breach of Contract**

1. In addition to any remedies provided in the AGREEMENT or at law, the AGENCY may pursue administrative, contractual, or legal remedies for breach of contract as permitted under 2 C.F.R. Part 200 and applicable federal regulations.
2. The remedies provided in this **Document 00 73 01** are cumulative and do not limit any rights or remedies otherwise available to the AGENCY.
3. This **Part 2.1** satisfies 2 C.F.R. Part 200, Appendix II(A).

**2.2 Termination for Cause and Convenience**

1. Termination for cause and termination for convenience shall be as provided in **Article 19** of the AGREEMENT.
2. These termination rights satisfy the requirements of 2 C.F.R. Part 200, Appendix II(B).

**2.3 Equal Employment Opportunity (Executive Order 11246)**

1. The CONTRACTOR shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
2. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The CONTRACTOR shall take affirmative action to ensure equal employment opportunity in all employment practices.
4. The CONTRACTOR shall include the substance of this clause in all subcontracts exceeding \$10,000.

**2.4 Davis-Bacon Act (If Applicable)**

1. The Davis-Bacon Act and related labor standards apply **only** when required by the federal awarding agency for the specific funding program.

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**DOCUMENT 00 73 01 – SUPPLEMENTAL CONDITIONS  
FOR PROJECTS WITH FEDERAL FUNDING**

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2. When applicable, the CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141–3148) and implementing regulations.
3. The CONTRACTOR shall include Davis-Bacon requirements in all subcontracts and ensure downstream compliance.
4. Nothing in this **Document 00 73 01** modifies the conditional Davis-Bacon clause contained in **Article 18.3(E)** of the AGREEMENT and nothing in this **Document 00 73 01** shall be interpreted to expand the applicability of Davis-Bacon beyond what is required by the federal awarding agency.

**2.5 Copeland Anti-Kickback Act (40 U.S.C. § 3145; 29 C.F.R. Part 3)**

1. The CONTRACTOR shall comply with the Copeland Anti-Kickback Act, which prohibits the contractor or any Subcontractor from inducing, by any means, any person employed in the construction, completion, or repair of the Project to give up any part of the compensation to which they are entitled.
2. The CONTRACTOR shall submit weekly payrolls and Statements of Compliance when required by the federal awarding agency, in accordance with 29 C.F.R. Part 3.
3. The CONTRACTOR shall include the substance of this clause in all subcontracts.

**2.6 Contract Work Hours and Safety Standards Act (CWHSSA)**

1. For contracts in excess of \$100,000, the CONTRACTOR shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708).
2. Overtime requirements and related labor standards shall be as provided in **Article 18.2** of the AGREEMENT.
3. The CONTRACTOR shall include this clause in all subcontracts exceeding \$100,000.

**2.7 Rights to Inventions (If Applicable)**

1. This clause applies only to research, development, or experimental work funded by a federal agency.
2. If applicable, the CONTRACTOR shall comply with 37 C.F.R. Part 401 and any intellectual property requirements of the federal awarding agency.

**2.8 Clean Air Act and Federal Water Pollution Control Act**

1. For contracts in excess of \$150,000, the CONTRACTOR shall comply with:
  - a. The Clean Air Act (42 U.S.C. § 7401 et seq.)
  - b. The Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.)

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**DOCUMENT 00 73 01 – SUPPLEMENTAL CONDITIONS  
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2. The CONTRACTOR shall report any violations to the AGENCY and the appropriate federal authority.
3. The CONTRACTOR shall include this clause in all subcontracts exceeding \$150,000.

**2.9 Debarment and Suspension**

1. The CONTRACTOR certifies that neither it nor its principals are debarred, suspended, or otherwise excluded from participation in federal programs under 2 C.F.R. Part 180.
2. The CONTRACTOR shall not enter into any subcontract with a debarred or suspended party.
3. Verification shall be performed using the federal System for Award Management (SAM).

**2.10 Byrd Anti-Lobbying Amendment**

1. For contracts exceeding \$100,000, the CONTRACTOR shall comply with 31 U.S.C. § 1352 and shall not use federal funds to influence or attempt to influence any federal official in connection with the awarding of any federal contract, grant, or cooperative agreement.
2. The CONTRACTOR shall submit all required certifications and disclosures.
3. The CONTRACTOR shall include this clause in all subcontracts exceeding \$100,000.

**2.11 Procurement of Recovered Materials (If Applicable)**

1. For projects involving the procurement of materials, the CONTRACTOR shall comply with 2 C.F.R. § 200.323 and §6002 of the Solid Waste Disposal Act.
2. This clause applies only when the federal awarding agency requires the use of recovered materials.

**2.12 Bonding Requirements**

1. Bonding requirements for this Project shall be:
  - a. Bid Security – As required in **Documents 00 11 16, “Invitation to Bid”; 00 21 13, “Instruction to Bidders”, and 00 43 13, “Bid Bond”**.
  - b. Performance Bond and Payment Bond – As required in **Article 9 of Document 00 52 00, “AGREEMENT”**
2. Federal Requirements - All bonds shall also comply with 2 C.F.R. § 200.326 and Appendix II(A), including the requirement that all sureties be listed on the U.S. Department of the Treasury Circular 570.

**2.13 Access to Records**

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**DOCUMENT 00 73 01 – SUPPLEMENTAL CONDITIONS  
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1. The CONTRACTOR shall provide the AGENCY, the federal awarding agency, the Comptroller General of the United States, and their authorized representatives access to any books, documents, papers, and records pertinent to the Project.
2. Access shall be provided for the purpose of audits, examinations, excerpts, and transcriptions.
3. This requirement shall be included in all subcontracts.

**2.14 Record Retention**

1. The CONTRACTOR shall retain all Project-related records for a minimum of **three (3) years** after the AGENCY'S final expenditure report, or longer if required by the federal awarding agency.
2. If any litigation, claim, or audit is initiated before the expiration of the retention period, records shall be retained until all matters are resolved.

**PART 3 – ADDITIONAL FEDERAL REQUIREMENTS (NON-APPENDIX II)**

**3.1 Access to Records and Audit Rights**

1. The CONTRACTOR shall provide the AGENCY, the federal awarding agency, the Comptroller General of the United States, and their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR that are directly pertinent to the Project for the purposes of audits, examinations, excerpts, and transcriptions, as required by 2 C.F.R. § 200.337.
2. The CONTRACTOR shall ensure that all subcontracts include provisions granting equivalent access to records.
3. Access shall be provided during normal business hours and at no additional cost to the AGENCY or the federal government.

**3.2 Record Retention Requirements**

1. The CONTRACTOR shall retain all Project-related records for a minimum of **three (3) years** after the AGENCY submits its final expenditure report to the federal awarding agency, or longer if required by the federal awarding agency or applicable law, in accordance with 2 C.F.R. § 200.334.
2. If any litigation, claim, audit, or other action involving the records is initiated before the expiration of the retention period, the CONTRACTOR shall retain the records until all such matters are fully resolved.
3. The CONTRACTOR shall require all Subcontractors to comply with these record retention requirements.

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**3.3 No Federal Government Obligation**

1. The CONTRACTOR acknowledges that the federal government is not a party to this AGREEMENT and shall not be subject to any obligations or liabilities to the AGENCY, the CONTRACTOR, or any other party pertaining to any matter resulting from the Project.
2. The CONTRACTOR shall include this clause in all subcontracts.

**3.4 Program Fraud and False Statements**

1. The CONTRACTOR acknowledges that the submission of false claims or statements may result in criminal, civil, or administrative penalties under federal law, including but not limited to:
  - a. 18 U.S.C. § 1001 (False Statements)
  - b. 31 U.S.C. §§ 3729–3733 (Civil False Claims Act)
2. The CONTRACTOR shall include this clause in all subcontracts.

**3.5 Whistleblower Protections**

1. The CONTRACTOR shall comply with the whistleblower protections established by 41 U.S.C. § 4712, which prohibits reprisals against employees for disclosing information related to gross mismanagement, waste, abuse of authority, or violations of law related to a federal contract.
2. The CONTRACTOR shall inform its employees in writing of their rights and protections under this statute.

**3.6 Federal Conflict-of-Interest Requirements**

1. The CONTRACTOR shall comply with the conflict-of-interest requirements of 2 C.F.R. § 200.318(c), including restrictions on organizational conflicts of interest and the prohibition on participation in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest exists.
2. The CONTRACTOR shall disclose, in writing, any potential conflict of interest to the AGENCY immediately upon discovery.
3. The CONTRACTOR shall include this clause in all subcontracts.

**3.7 Contracting with Small, Minority, Women-Owned, and Labor Surplus Area Firms**

1. The CONTRACTOR shall take affirmative steps to ensure that small businesses, minority-owned businesses, women’s business enterprises, and labor surplus area firms are used, when possible, as required by 2 C.F.R. § 200.321.

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**DOCUMENT 00 73 01 – SUPPLEMENTAL CONDITIONS  
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2. Affirmative steps include, but are not limited to:
  - a. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists.
  - b. Assuring that such firms are solicited whenever they are potential sources.
  - c. Dividing total requirements into smaller tasks or quantities to permit maximum participation.
  - d. Establishing delivery schedules that encourage participation.
  - e. Using the services of the Small Business Administration and the Minority Business Development Agency.
  - f. Requiring Subcontractors to take the same affirmative steps.

**3.8 Prohibition on Contracting with Entities Engaged in Certain Activities or Transactions**

1. The CONTRACTOR shall comply with all federal prohibitions on contracting with entities engaged in restricted activities or transactions, including but not limited to those identified in federal sanctions programs or prohibited-entity lists maintained by the federal government.
2. The CONTRACTOR shall verify compliance prior to entering into any subcontract.

**3.9 Compliance with Federal Award Terms and Conditions**

1. The CONTRACTOR shall comply with all terms and conditions imposed by the federal awarding agency in the federal award or cooperative agreement applicable to the Project.
2. The CONTRACTOR shall flow down all applicable federal requirements to all Subcontractors.

**PART 4 – FLOW-DOWN REQUIREMENTS**

**4.1 Flow-Down of Federal Requirements to Subcontractors**

1. The CONTRACTOR shall include in every subcontract, purchase order, and lower-tier agreement all federal requirements applicable to Subcontractors under 2 C.F.R. Part 200, including but not limited to the provisions contained in:
  - a. **Part 2** of this **Document 00 73 01** (Mandatory Federal Contract Provisions – Appendix II)
  - b. **Part 3** of this **Document 00 73 01** (Additional Federal Requirements)
  - c. Any program-specific federal requirements included elsewhere in the Contract Documents (e.g., Sections 00 73 02, 00 73 03, etc.)

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**DOCUMENT 00 73 01 – SUPPLEMENTAL CONDITIONS  
FOR PROJECTS WITH FEDERAL FUNDING**

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1. The CONTRACTOR shall ensure that all Subcontractors and suppliers of every tier comply with all applicable federal requirements. The CONTRACTOR shall be fully responsible for downstream compliance, regardless of the number of subcontracting tiers.

**4.2 Verification of Subcontractor Eligibility**

1. Prior to award of any subcontract, the CONTRACTOR shall verify that the proposed Subcontractor is not debarred, suspended, or otherwise excluded from participation in federal programs, as required by 2 C.F.R. Part 180.
2. Verification shall be performed using the federal System for Award Management (SAM). Documentation of such verification shall be maintained in the CONTRACTOR'S records and made available to the AGENCY upon request.

**4.3 Subcontractor Access to Records**

1. The CONTRACTOR shall ensure that all Subcontractors grant the AGENCY, the federal awarding agency, the Comptroller General of the United States, and their authorized representatives access to any books, documents, papers, and records directly pertinent to their work on the Project.
2. This requirement shall be included verbatim in all subcontracts.

**4.4 Subcontractor Record Retention**

1. The CONTRACTOR shall require all Subcontractors to retain Project-related records for the same duration required of the CONTRACTOR under **Part 3.2** of this **Document 00 73 01**.
2. The CONTRACTOR shall be responsible for ensuring that Subcontractors comply with all record retention and audit requirements.

**4.5 Enforcement of Federal Requirements**

1. The CONTRACTOR shall take appropriate action to enforce Subcontractor compliance with all federal requirements, including issuing notices, withholding payments, or terminating subcontracts when necessary.
2. Failure of a Subcontractor to comply with federal requirements shall not relieve the CONTRACTOR of its obligations under the Contract Documents.

<< End of Document >>

## **PART 1 – GENERAL**

### **1.1 Purpose**

This **Document 00 73 02, “FEMA Specific Requirements”**, supplements the Contract Documents with requirements specific to projects funded in whole or in part by the Federal Emergency Management Agency (FEMA) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. §§ 5121–5207).

These requirements apply **only** when this Document is included in the Contract Documents.

### **1.2 Applicability**

The provisions of this Document apply to:

1. the CONTRACTOR,
2. all Subcontractors of every tier, and
3. all suppliers and service providers participating in the Work.

The CONTRACTOR shall flow down all applicable FEMA requirements to all lower-tier entities.

### **1.3 Order of Precedence for FEMA Requirements**

If any provision of the Contract Documents conflicts with a FEMA requirement applicable to this Project, the FEMA requirement shall control, but only to the extent necessary to maintain eligibility for FEMA funding.

## **PART 2 – FEMA PROGRAM REQUIREMENTS**

### **2.1 FEMA Access to Records, Personnel, and the Work**

1. In addition to the access rights provided in **Document 00 73 01, “Supplemental Conditions for Projects with Federal Funding”**, the CONTRACTOR shall provide FEMA, the Department of Homeland Security (DHS), the Office of Inspector General (OIG), and their authorized representatives:
  - a. access to the Work,
  - b. access to personnel,
  - c. access to records, and**
  - d. access to any location where Project-related activities occur.
2. Access shall be provided at no additional cost and during normal business hours or at other reasonable times requested by FEMA.

## 2.2 Duplication of Benefits

1. The CONTRACTOR shall comply with Section 312 of the Stafford Act (42 U.S.C. § 5155), which prohibits duplication of benefits.
2. The CONTRACTOR shall not request or receive payment from the AGENCY for any cost that has been or will be reimbursed by another source, including insurance proceeds or other federal assistance.
3. The CONTRACTOR shall promptly disclose any potential duplication of benefits to the AGENCY.

## 2.3 Environmental and Historic Preservation (EHP) Compliance

1. The CONTRACTOR shall comply with all FEMA Environmental and Historic Preservation (EHP) requirements, including but not limited to:
  - a. National Environmental Policy Act (NEPA),
  - b. National Historic Preservation Act (NHPA),
  - c. Endangered Species Act (ESA),
  - d. Clean Water Act (CWA),
  - e. Clean Air Act (CAA),
  - f. Executive Orders on floodplains, wetlands, and environmental justice.
2. The CONTRACTOR shall not initiate any Work requiring EHP review until the AGENCY provides written authorization from FEMA.
3. The CONTRACTOR shall immediately notify the AGENCY of any unanticipated discovery of cultural, archaeological, or environmental resources.

## 2.4 Insurance Requirements (Stafford Act § 311)

1. The CONTRACTOR shall maintain all insurance required by **Article 10 of Document 00 52 00, "AGREEMENT"**. FEMA does not impose additional contractor insurance limits; however, the CONTRACTOR shall comply with the FEMA-specific obligations in this Section. Nothing in this **Part 2.4** modifies the insurance limits, coverage types, or carrier qualifications required by **Article 10** of the AGREEMENT and nothing in this **Part 2.4** shall be interpreted to impose any FEMA insurance obligations on the CONTRACTOR.
2. The CONTRACTOR shall cooperate with the AGENCY in meeting the AGENCY's insurance obligations under Section 311 of the Stafford Act, including providing documentation necessary for the AGENCY to demonstrate:
  - a. the cause and extent of any loss or damage;

- b. the scope and cost of the Work;
  - c. any insurance recoveries applicable to the Project;
  - d. the calculation of deductibles; and
  - e. compliance with FEMA’s “obtain and maintain” insurance requirements.
3. The CONTRACTOR shall not take any action that would impair the AGENCY’s ability to recover insurance proceeds or comply with FEMA insurance requirements.
  4. The CONTRACTOR shall promptly notify the AGENCY of any incident, damage, or condition that may give rise to an insurance claim related to the Project and shall preserve evidence as directed by the AGENCY.

### **2.5 Procurement of Recovered Materials**

The CONTRACTOR shall comply with 2 C.F.R. § 200.323 and with the requirements of Section 6002 of the Solid Waste Disposal Act, including the procurement and use of EPA-designated items containing recovered materials to the maximum extent practicable, consistent with maintaining a satisfactory level of competition and meeting performance and price requirements.

### **2.6 Safety and Health Requirements**

The CONTRACTOR shall comply with all FEMA-related safety requirements, including:

1. OSHA regulations,
2. FEMA safety directives, and
3. any safety conditions included in the FEMA award.

## **PART 3 – FEMA CONTRACT ADMINISTRATION REQUIREMENTS**

### **3.1 Changes in Scope or Cost**

1. The CONTRACTOR shall not perform any Work outside the approved scope without written authorization from the AGENCY.
2. FEMA review and approval may be required for scope changes, cost increases, or time extensions, and such review may take additional time. The CONTRACTOR acknowledges that FEMA review delays may be considered for an extension of Contract Time but shall not entitle the CONTRACTOR to additional compensation.
3. The CONTRACTOR shall provide all documentation necessary for FEMA review.

### **3.2 Documentation and Recordkeeping**

1. The CONTRACTOR shall maintain detailed documentation sufficient to support all costs claimed under the Contract, including:
  - a. labor records,
  - b. equipment logs,
  - c. material invoices,
  - d. subcontractor invoices,
  - e. procurement documentation,
  - f. photographs,
  - g. daily reports.
2. Records shall be maintained in accordance with **Part 3.2 of Document 00 73 01, “Supplemental Conditions for Projects with Federal Funding”**.

### **3.3 FEMA Monitoring and Audits**

1. FEMA, DHS-OIG, and other federal agencies may conduct audits, inspections, or monitoring reviews.
2. The CONTRACTOR shall fully cooperate and provide all requested documentation.

### **3.4 Closeout Requirements**

1. The CONTRACTOR shall provide all documentation required for FEMA closeout, including:
  - a. final quantities,
  - b. as-built documentation,
  - c. certifications,
  - d. warranties,
  - e. final cost documentation.
2. Failure to provide required documentation may result in withholding of payment.

## **PART 4 – FLOW-DOWN AND ENFORCEMENT**

### **4.1 Flow-Down of FEMA Requirements**

The CONTRACTOR shall include all applicable FEMA requirements in every subcontract, purchase order, and lower-tier agreement.

#### 4.2 Enforcement

Failure of a Subcontractor to comply with FEMA requirements shall not relieve the CONTRACTOR of its obligations under the Contract Documents.

#### PART 5 – RECORD RETENTION REQUIREMENTS

1. **Retention Period.** The CONTRACTOR and the AGENCY shall retain all records related to the Work, including but not limited to, procurement records, contract documents, correspondence, financial records, load tickets, certifications, environmental compliance documentation, and all other materials required by federal regulations, for a minimum of **3 years after FEMA issues final closeout for the entire federal award**, or longer if any audit, appeal, litigation, or dispute is pending.
2. **Delayed Start of Retention Period.** The retention period does not begin upon completion of the Work, execution of final payment, or AGENCY closeout. The retention period begins only upon FEMA's issuance of **final closeout for the entire disaster**, which may occur many years after project completion.
3. **Access to Records.** All retained records shall be made available to the AGENCY, FEMA, Cal OES, the Comptroller General of the United States, auditors or their authorized representatives, and any other authorized representatives upon request.
4. **Subcontractor Requirements.** The CONTRACTOR shall include these record retention requirements in all Subcontracts and ensure that all Subcontractors comply with the same retention and access obligations.

<< End of Document >>

(To be included only when debris or sediment removal is part of the Work)

## **PART 1 – GENERAL**

### **1.1 Summary**

1. This **Document 00 73 03** establishes requirements for debris and sediment removal activities performed under the Contract when the Project is funded, in whole or in part, with federal financial assistance.
2. These requirements apply to all debris-related Work, including but not limited to:
  - a. removal of vegetative debris, woody debris, or flood-deposited materials;
  - b. removal of sediment from channels, reservoirs, basins, or conveyance structures;
  - c. clearing debris from dams, spillways, outlet works, or flood-control facilities;
  - d. removal of debris obstructing irrigation or groundwater recharge facilities;
  - e. hauling, staging, processing, and disposal of debris or sediment.
3. These requirements supplement the Contract Documents, including **Exhibit A – Conditions of the Contract**, an exhibit to the **Document 00 52 00, AGREEMENT**, and do not replace any federal, state, or local environmental or permitting obligations.

### **1.2 Definitions**

1. **Debris** – Materials displaced, deposited, or generated by a disaster event, including vegetative debris, construction and demolition debris, sediment, silt, mud, rock, and other materials as defined by the federal awarding agency.
2. **Eligible Debris** – Debris that meets the eligibility criteria of the federal awarding agency, including location, cause, and threat criteria.
3. **Debris Monitor** – A qualified individual responsible for verifying debris quantities, load tickets, segregation, and compliance with debris management requirements.
4. **Load Ticket** – A document used to track debris from the point of collection to the approved disposal or processing site.
5. **Approved Disposal Site** – A landfill, recycling facility, or processing site approved by the AGENCY and compliant with all applicable laws.

### **1.3 CONTRACTOR Responsibilities**

1. The CONTRACTOR shall perform all debris-related Work in compliance with:
  - a. the Contract Documents;
  - b. **Exhibit A – Conditions of the Contract**;

- c. all applicable federal requirements;
  - d. all environmental and permitting requirements;
  - e. all requirements of the federal awarding agency.
2. The CONTRACTOR shall furnish all labor, equipment, materials, and incidentals necessary for debris removal, hauling, processing, and disposal.
3. The CONTRACTOR shall cooperate fully with the AGENCY, federal representatives, and Debris Monitors.

## **PART 2 – DEBRIS MANAGEMENT REQUIREMENTS**

### **2.1 Debris Eligibility and Segregation**

1. The CONTRACTOR shall remove only debris authorized by the AGENCY.
2. The CONTRACTOR shall segregate debris by type, including but not limited to:
  - a. vegetative debris;
  - b. construction and demolition debris;
  - c. sediment and silt;
  - d. hazardous materials (if encountered);
  - e. recyclable materials.
3. The CONTRACTOR shall not mix debris types unless expressly authorized.

### **2.2 Load Tickets and Documentation**

1. The CONTRACTOR shall use AGENCY-approved load tickets for all debris hauled.
2. Each load ticket shall include:
  - a. unique load ticket number;
  - b. truck identification;
  - c. measured or estimated volume or weight;
  - d. debris type;
  - e. loading location;
  - f. disposal site;
  - g. signatures of the truck driver and Debris Monitor.

3. The CONTRACTOR shall not receive payment for loads without valid load tickets.

### **2.3 Truck and Equipment Certification**

1. The CONTRACTOR shall prepare a one-time certification prior to use of each truck or trailer used for debris hauling, including:
  - a. the unique truck or trailer identification number;
  - b. measured capacity;
  - c. photographs of the empty vehicle;
  - d. photographs of the loaded vehicle (if required by the AGENCY).
2. The CONTRACTOR shall maintain certification records for inspection.

### **2.4 Debris Monitors**

1. The AGENCY may provide Debris Monitors.
2. The CONTRACTOR shall provide reasonable access and cooperation to Debris Monitors.
3. The CONTRACTOR shall not interfere with monitoring activities.

### **2.5 Disposal and Processing Sites**

1. The CONTRACTOR shall use only AGENCY-approved disposal or processing sites.
2. The CONTRACTOR shall comply with:
  - a. landfill or facility rules;
  - b. environmental regulations;
  - c. permit conditions;
  - d. federal awarding agency requirements.
3. The CONTRACTOR shall provide disposal receipts or facility tickets for all loads.

### **2.6 Environmental and Permitting Compliance**

1. The CONTRACTOR shall comply with all environmental requirements applicable to debris operations, including but not limited to:
  - a. Clean Water Act;
  - b. Endangered Species Act;
  - c. cultural resources protections;

- d. air quality regulations;
  - e. stormwater requirements;
  - f. hazardous materials handling.
2. The CONTRACTOR shall immediately notify the AGENCY of:
- a. hazardous materials;
  - b. cultural resource discoveries;
  - c. endangered species encounters;
  - d. spills or releases.

**2.7 Haul Routes and Traffic Control**

- 1. The CONTRACTOR shall use only AGENCY-approved haul routes.
- 2. The CONTRACTOR shall maintain safe traffic control and comply with all applicable regulations.

**2.8 Prohibited Practices**

- 1. The CONTRACTOR shall not:
  - a. mix debris types without authorization;
  - b. use unapproved disposal or processing sites;
  - c. falsify load tickets or documentation;
  - d. haul debris without a Debris Monitor when monitoring is required;
  - e. dispose of debris illegally or improperly;
  - f. commingle eligible and ineligible debris; or
  - g. engage in any other practice prohibited by the federal awarding agency or the AGENCY.

**PART 3 – MEASUREMENT AND PAYMENT**

**3.1 Measurement**

- 1. Debris removal shall be measured by:
  - a. cubic yards (CY),
  - b. tons, or

- c. another unit specified in the Contract Documents.
- 2. Measurement shall be based on verified load tickets.

### **3.2 Payment**

- 1. Unit Price Work – When the Contract is based on unit prices, payment for debris removal shall be made at the accepted unit price bid items presented in **Exhibit B – Contract Price and Payment**, an exhibit to the **Document 00 52 00, AGREEMENT**, and measured in accordance with **Part 3.1**.
- 2. Lump Sum Work – When the Contract is Lump Sum, the CONTRACTOR shall still comply with all documentation, monitoring, and recordkeeping requirements applicable to debris operations, including but not limited to load tickets, truck or trailer certifications, disposal documentation, and Debris Monitor verification. Lump Sum payment shall be made in accordance with the AGREEMENT and the Contract Documents.
- 3. Non-Payable Work – No payment shall be made for:
  - a. undocumented loads;
  - b. loads without valid load tickets;
  - c. loads hauled to unapproved sites;
  - d. ineligible debris;
  - e. debris removed without authorization.

## **PART 4 – FEDERAL COMPLIANCE**

### **4.1 Federal Access**

- 1. The CONTRACTOR shall provide access to the Work, personnel, records, and documentation to the AGENCY, the federal awarding agency, and auditors.

### **4.2 Record Retention**

- 1. The CONTRACTOR shall retain all debris-related records for the period required by **Exhibit A – Conditions of the Contract**.

### **4.3 Flow-Down Requirements**

- 1. The CONTRACTOR shall include all requirements of this **Document 00 73 03** in all Subcontracts and purchase orders for debris-related Work.

<< End of Document >>

**EXHIBIT B – CONTRACT PRICE AND PAYMENT PROVISIONS**

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**EXHIBIT B – CONTRACT PRICE AND PAYMENT PROVISIONS**

**B.1 CONTRACT PRICE**

- A. The Contract Price is the total amount payable to the CONTRACTOR for furnishing all labor, materials, equipment, tools, services, and incidentals necessary to complete the Work in accordance with the Contract Documents.
- B. The Contract Price is based on the accepted Bid Items and accepted Bid Alternates identified in this Exhibit. All other Bid Items, whether or not listed, Bid Alternates, voluntary deducts, clarifications, exclusions, or assumptions contained in the CONTRACTOR’S Bid Form are not accepted and are not Contract Documents.
- C. The Bid Form submitted by the CONTRACTOR during procurement is not a Contract Document and shall not be used to interpret the Work, modify the Contract Price, or establish entitlement to additional compensation.
- D. The Contract Price may be adjusted only as provided in AGREEMENT **Article 6**.

**B.1.1 Accepted Bid Items**

- A. The following table presents the Bid Items accepted and incorporated into the Contract Price. Refer to Specification **Section 01 11 00, “Summary of Work”**, for a description of the Bid Items.

Bid Item	Description	Unit	Estimated Quantity	Unit Price (U.S. Dollars)	Extended Amount (U.S. Dollars)
1	MOBILIZATION	LS	1	\$	\$
2	SHEETING, SHORING AND BRACING	LS	1	\$	\$
3	TEMPORARY ENVIRONMENTAL PROTECTIONS	LS	1	\$	\$
4	PERMANENT ENVIRONMENTAL PROTECTIONS	LS	1	\$	\$
5	SURVEY SERVICES	LS	1	\$	\$
6	CONSTRUCTION TESTING SERVICES	LS	1	\$	\$
7	SITE NO. 3 WORK	LS	1	\$	\$
8	SITES NO. 1 AND 2 SLOPE EXCAVATION AND OFFHAUL	CY	350	\$	\$
9	SITE NO. 1 SOIL NAIL WALL SYSTEM ERECTION	SF	258	\$	\$
10	SITE NO. 2 SOIL NAIL WALL SYSTEM ERECTION	SF	624	\$	\$
11	SITE NO. 1 AND NO. 2 SOIL NAIL WALL PERMEABLE FILL BACKFILL	CY	45	\$	\$

**EXHIBIT B – CONTRACT PRICE AND PAYMENT PROVISIONS**

12	CONCRETED-ROCK SLOPE PROTECTION	LS	1	\$	\$
13	COMPACTED FILL SLOPE PROTECTION	LS	1	\$	\$
14	CALTRANS TYPE L-2 OBJECT MARKERS (TWO-PLATE SYSTEM)	EA	8	\$	\$
15	SITE NO. 2 CULVERT MODIFICATION WITH DOWNDRAIN	LS	1	\$	\$
16	DEMOBILIZATION AND PROJECT CLOSEOUT REQUIREMENTS	LS	1	\$	\$
17	MISCELLANEOUS WORK REQUIRED FOR COMPLETION OF ELIGIBLE STORM-DAMAGE REPAIRS	LS	1	\$	\$
CONSTRUCTION ITEMS SUBTOTAL					\$
Escalation Costs					\$
TOTAL ESTIMATED CONSTRUCTION COST					\$

B.1.2 Accepted Bid Alternates

A. The following table presents the Bid Alternates accepted and incorporated into the Contract Price:

Alternate No.	Description	Amount (U.S. Dollars)
		\$

B. All other alternates listed in the Bid Form are rejected unless expressly identified above.

B.1.3 Accepted Contract Price

A. The following table identifies the Contract Price for this AGREEMENT. Bid Items that involve unit pricing or allowances may alter the final Contract Price and any adjustments to the Contract Price shall be made in accordance with the AGREEMENT **Article 6**.

Description	Aggregate Totals (U.S. Dollars)
Accepted Bid Items	\$
Accepted Bid Alternates	\$
<b>CONTRACT PRICE (total)</b>	<b>\$</b>

B.2 BASIS OF MEASUREMENT

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## EXHIBIT B – CONTRACT PRICE AND PAYMENT PROVISIONS

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- A. Measurement for payment shall be as specified in **Section 01 29 00, “Measurement for Payment”**, unless otherwise stated in this Exhibit.

### B.3 SCHEDULE OF VALUES

- A. CONTRACTOR shall prepare a Schedule of Values for each lump sum price bid items and shall incorporate it into the Application for Payment form for use in developing progress payments. Break down each lump sum item into measurable components.
- B. Schedule of Values shall be on AIA Form G703 or similar form and shall be subject to the Engineer’s review and approval.
- C. CONTRACTOR shall submit the Schedule of Values to the Engineer which shall provide a breakdown of the contract price consistent with the critical path method (CPM) baseline schedule and in enough detail to facilitate continued evaluation of Applications for Payment throughout the Project. Updated Schedule of Values in conjunction with Update Project Schedule shall be submitted with each Application for Payment.
- D. Provide several line items for principal subcontract amounts, where appropriate.
- E. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored on-site but not yet installed.
- F. Each item in the Schedule of Values and Application for Payment shall be complete, including total cost and proportionate share of general overhead and profit for each item.
- G. The Engineer will use the Schedule of Values for verifying the amount of each progress Application for Payment.

### B.4 BASIS OF PAYMENT

#### B.4.1 General

- A. Payment constitutes full compensation for furnishing all labor, materials, equipment, tools, transportation, incidentals, and appurtenant Work necessary to complete the item. Appurtenances include, but are not limited to, the costs of permits and the costs of compliance with environmental protection requirements, mitigation requirements, regulatory safety requirements, and all other applicable laws and regulations; all such costs shall be included in the prices of the Bid Items.
- B. No separate payment will be made for items not specifically listed in the accepted Bid Items; such costs are included in the prices for related items.
- C. Payment for each unit price, lump sum, and allowance Bid Items or Bid Alternates (if applicable) shall include overhead and profit.
- D. Neither the payment of any estimate nor of any retained percentage shall relieve the CONTRACTOR of any obligation to make good any defective Work or material.

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## EXHIBIT B – CONTRACT PRICE AND PAYMENT PROVISIONS

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### B.4.2 Lump Sum Payment

- A. Lump sum Bid Items shall be paid at the lump sum price stated in this Exhibit, subject to adjustments under AGREEMENT **Article 6**.
- B. Partial payments for lump sum items shall be based on the Schedule of Values accepted by the Engineer.

### B.4.3 Unit Price Payment

- A. Unit Price items shall be paid based on actual quantities of Work performed and accepted, measured in accordance with Specification **Section 01 29 00, "Measurement for Payment"**.
- B. Payment for Unit Price items includes all labor, materials, equipment, tools, services, and incidentals necessary to complete the Work.

### B.4.4 Allowance Payment

- A. Allowances shall be used only as directed by the Engineer. The Engineer acts on behalf of the AGENCY for purposes of administering Allowances.
- B. Payment for Allowance Work shall be based on actual authorized expenditures.
- C. Unused Allowances revert to the AGENCY.

### B.4.5 Time and Materials Payment

- A. Time and Materials Work shall be used only when expressly authorized by the AGENCY and in accordance with the provisions of AGREEMENT **Article 6.3.D**.

## B.5 PAYMENT PROVISIONS

- A. Payment shall be made as a progress payment. All payment requests by the CONTRACTOR shall be made through an Application for Payment to the Engineer. The Engineer will review the Application for Payment.
- B. In no event shall any payments be made in excess of the maximum percentages set forth in Public Contract Code §9203 unless otherwise required by law: the AGENCY will withhold five-percent (5%) retention from each progress payment. The CONTRACTOR may substitute securities or request an escrow account for retention in accordance with California Public Contract Code § 22300 and **Document 00 61 23, "Escrow Agreement for Security Deposits In Lieu of Retention"**.
- C. Inclusion of required documentation is a prerequisite condition to payment. The CONTRACTOR is not entitled to payment for any work unless the Application for Payment includes all required documentation based on the following:

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## EXHIBIT B – CONTRACT PRICE AND PAYMENT PROVISIONS

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1. CONTRACTOR shall submit an updated Schedule of Values synchronized with the Update Project Schedule. The lack of an approved Schedule of Values submittal will be reason for rejecting the Application for Payment.
2. Update Project Schedule shall be submitted with the Application for Payment in accordance with **Section 01 32 00, “Project Schedules and Reports”**.
3. Unit price bid items shall be incorporated into the Application for Payment form and progress payments on account of unit price work will be based on the number of units completed during each progress payment period.

### B.5.1 Application for Payment Process

- A. On the first business day of the month or as otherwise directed by the Engineer, unless otherwise prescribed by law, the CONTRACTOR shall submit to the Engineer for review, the Application for Payment, which shall correlate with the amount requested in the Schedule of Values and with the state of completion of the Work, filled out and signed by the CONTRACTOR covering the work completed as of the date of the Application for Payment and accompanied by the following:
  1. Schedule of values reflecting current status;
  2. Update Project Schedule and progress schedule narrative;
  3. Affidavits signed by all Subcontractors performing the Work to date, stating that each of them has been paid, less earned retention, as their interests appeared in the last preceding Application for Payment.
- B. Payment for Materials on Hand. Shop drawing submittals must have been submitted and approved by the Engineer prior to any partial payment considerations for materials on hand. The value of materials and equipment procured by the CONTRACTOR and stored at the site shall be eighty-percent (80%) of the value of such materials, unless otherwise required by law or approved by the AGENCY. Said amount shall be based upon the value of all acceptable materials and equipment not incorporated in the Work but delivered and suitably stored at the site, provided, each such individual item has a value of more than \$5,000 and will become a permanent part of the Work.

An individual item means a single item and does not include a package, box, crate, or other container or stockpile containing several articles adding up to a value of more than \$5,000. Materials of like kind in large quantities and related appurtenant components that will be incorporated in the Work will be eligible for payment, if considered eligible by the Engineer, even though a single material has a value of less than \$5,000.

The Application for Payment shall also be accompanied by the following documents in a form satisfactory to the Engineer:

1. A bill of sale, invoice, or other documentation warranting that the CONTRACTOR has received the materials and equipment free and clear of all

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## EXHIBIT B – CONTRACT PRICE AND PAYMENT PROVISIONS

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liens, charges, security interests, and encumbrances (which are hereinafter referred to as “Liens”), and

2. Evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the AGENCY’S interest therein.

### B.5.2 Review of Application for Payment

- A. The Engineer shall review each Application for Payment, as soon as practicable after receipt, for the purpose of determining whether the payment request is proper. The Engineer shall deliver the appropriate written documents to the AGENCY and/or CONTRACTOR no later than seven (7) business days after receipt, in accordance with the following provisions:
  1. If any Application for Payment is determined to be proper, the Engineer shall issue a Certificate for Payment, along with the Application for Payment, to the AGENCY for payment processing.
  2. If any Application for Payment is determined to be not proper, the Engineer shall return such Application for Payment to the CONTRACTOR, accompanied by a written interpretation setting forth the reasons why the payment request is not proper. In such case, nothing will be delivered to the AGENCY.
  3. If the Engineer determines only a portion of an Application for Payment to be proper, Engineer shall issue a Certificate for Payment documenting the recommendation of partial payment, along with the Application for Payment, to the AGENCY for payment processing. The Engineer shall also issue a document to the CONTRACTOR setting forth in writing the reasons why the remaining portion of the Application for Payment was determined to be not proper.

### B.5.3 AGENCY’S Payment to CONTRACTOR

- A. Payments by AGENCY to CONTRACTOR of the Engineer’s approved undisputed amount will be due within forty-five (45) Days of AGENCY’S receipt of the Engineer’s Certificate for Payment and the Application for Payment documents.
- B. The AGENCY may refuse to make payment of the full amount recommended by the Engineer because claims have been made against the AGENCY, on account of the CONTRACTOR’S performance of the Work, or liens have been filed in connection with the Work, or there are other items entitling the AGENCY to a credit against the payment amount recommended. The AGENCY will give the CONTRACTOR, with a copy to the Engineer, written notice stating the reason for such action as soon as practicable, but no later than seven (7) Days, after the AGENCY’S receipt from the Engineer Certificate for Payment and the accompanying Application for Payment regarding the processing of the application for payment.

### B.5.4 Payment Withholds

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**EXHIBIT B – CONTRACT PRICE AND PAYMENT PROVISIONS**

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- A. The AGENCY may keep monies which would otherwise be payable at any time hereunder, and apply the same, or so much as may be necessary therefore, to the payment of expenses, losses, or damages, as determined by the Engineer, incurred by the AGENCY for which the CONTRACTOR is liable under the Contract, including but not limited to:
1. Failure of the CONTRACTOR to submit or obtain acceptance of a CPM baseline schedule, Schedule of Values, and any Update Progress Schedules;
  2. Defective or non-conforming work;
  3. Costs incurred by the AGENCY to correct, repair or replace defective or nonconforming work, or to complete the Work;
  4. A reasonable doubt that the Work can be completed for the balance then unpaid;
  5. A reasonable concern by the AGENCY that the materials, equipment or component parts are not in proper operating condition;
  6. Assessment of Liquidated Damages;
  7. Failure to perform in accordance with the Contract;
  8. Cost or liability that may occur to the AGENCY as the result of the CONTRACTOR'S or Subcontractors' acts, omissions, fault, or negligence;
  9. Deduction in Contract Work;
  10. Failure of CONTRACTOR to repair damaged materials, equipment, property, or Work;
  11. Failure of the CONTRACTOR to provide and/or obtain the Engineer's review and processing of any submittals, technical shop drawings, or requested materials required and/or requested by the AGENCY;
  12. Failure to pay Subcontractors or Suppliers;
  13. Failure to keep record as-built documents up to date;
  14. Failure to comply with all applicable federal, state, and local laws, statutes, regulations, codes, licenses, easements, and permits;
  15. Failure to obtain and maintain applicable permits, insurance, and bonds;
  16. Failure to provide Statement of Intent to Pay Prevailing Wage and/or Affidavits of Wages Paid; and
  17. Failure to comply with the Contract safety requirements.

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**EXHIBIT B – CONTRACT PRICE AND PAYMENT PROVISIONS**

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18. Payments by the CONTRACTOR due to the AGENCY required under the provisions of the Contract Documents.

19. Any other grounds permitted under the Contract Documents or applicable law.

**B.5.5 CONTRACTOR’S Warranty of Title**

- A. The CONTRACTOR agrees, warrants and guarantees that the title to all work, materials, and equipment covered by an Application for Payment, whether incorporated in the Work or not, will pass to the AGENCY free and clear of all liens no later than the time of payment.

**B.5.6 Partial Utilization**

- A. The AGENCY shall have the right to utilize or place into service any item of equipment or other usable portion of the Work prior to completion of the Work. A “Notice of Partial Utilization” will be issued by the Engineer to the CONTRACTOR whenever the Engineer, on behalf of the AGENCY, plans to exercise this right. The notice shall identify the specific portion or portions of the Work to be partially utilized or placed into service. It shall be understood by the CONTRACTOR that until such notice is issued, all responsibility for care and maintenance of all of the Work shall be borne by the CONTRACTOR.
- B. Upon issuance of the Notice of Partial Utilization, the AGENCY will accept responsibility for the protection and maintenance of all such items or portions of the Work described in the notice. The CONTRACTOR shall retain full responsibility for satisfactory completion of the Work, regardless of whether a portion thereof has been partially utilized by the AGENCY, and the CONTRACTOR’S warranties shall commence in accordance to the provisions of AGREEMENT **Article 7**.

**B.5.7 Final Application for Payment**

- A. CONTRACTOR shall refer to AGREEMENT **Article 2** regarding the provisions associated with Substantial Completion and Final Completion.
- B. CONTRACTOR shall refer to Specification **Section 01 77 00, “Contract Closeout Procedures”**, for submittal prerequisite requirements associated with the request for final payment.
- C. After the CONTRACTOR has completed all the remaining Work items and delivered all required submittals, and after the Engineer has indicated that the Work is acceptable subject to the provisions of AGREEMENT **Article 7** (Warranties), the CONTRACTOR may make Application for Final Payment. The Application for Final payment shall be submitted with complete and legally effective releases or waivers, satisfactory to the Engineer, of all liens arising out of the Contract Documents and the labor and services performed and the materials and equipment furnished thereunder.

In lieu thereof and as approved by the AGENCY, the CONTRACTOR may furnish:

1. receipts or releases in full;

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**EXHIBIT B – CONTRACT PRICE AND PAYMENT PROVISIONS**

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2. an affidavit of the CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which the AGENCY or his property might in any way be responsible, have been paid or otherwise satisfied; and
3. consent of Surety, if any, to final payment.

If any Subcontractor, or Sub-subcontractor, or supplier fails or refuses to furnish a release or receipt in full, the CONTRACTOR may furnish a Bond satisfactory to the AGENCY to indemnify it against any such lien. If any such lien remains unsatisfied after all payments are made, the CONTRACTOR or his surety shall pay to the AGENCY all moneys the AGENCY may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

- D. After the Engineer is satisfied that the Work has been completed and the CONTRACTOR'S other obligations under the Contract Document have been fulfilled, based on the Engineer's observations of the Work during construction, final inspection, and review of the Application for Final Payment and accompanying documentations, the Engineer shall prepare and delivery to the AGENCY a Certificate for Payment along with the accompanying Application for Final Payment.
- E. The Engineer, in coordination with the AGENCY, will prepare a Notice of Completion form for processing by the AGENCY's governing body.

#### B.5.8 AGENCY'S Final Payment to CONTRACTOR

- A. After acceptance of the Work by the AGENCY'S governing body, the AGENCY will make final payment to the CONTRACTOR of the amount remaining after deducting all prior payments and all prior and current withholds to be kept or retained under the provisions of the Contract Document and as prescribed by law. If the AGENCY and CONTRACTOR dispute the payment for an element or elements of the Work, then the AGENCY will withhold one-hundred and fifty percent (150%) of the disputed amount from the final payment in accordance with California Public Contract Code §7107(c).
- B. Final payment for the work performed under this Contract shall not be made until the lapse of thirty-five (35) Days after the Notice of Completion of the work has been filed by the AGENCY governing body for recordation at the Monterey County Clerk-Recorder's office. No payment shall be construed to be an acceptance by the AGENCY of any defective Work or improper materials.

#### B.5.9 Release of Retention and Other Eligible Withholds

- A. Within sixty (60) Days after the Notice of Completion date, the retention withheld by the AGENCY shall be released. In the event of a dispute between the AGENCY and the CONTRACTOR, the AGENCY may withhold from the retention payment an amount not to exceed one-hundred and fifty percent (150%) of the disputed amount in accordance with California Public Contract Code §7107(c).

**B.5.10 CONTRACTOR'S Continuing Obligation**

- A. The CONTRACTOR'S obligation to perform and complete the Work within the time limits specified in the Contract and in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the Engineer, nor the issuance of a Notice of Completion, nor any payments by the AGENCY to the CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work of any part thereof by the AGENCY, nor any act of acceptance by the AGENCY nor any failure to do so, nor any review of a shop drawing or sample submittal, will constitute an acceptance of Work not in accordance with the Contract Documents or a release of the CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents. Neither the AGENCY nor the Engineer shall be precluded or estopped by any of the foregoing actions from showing the true and correct amount and character of the work done and materials furnished by the CONTRACTOR or any part thereof, if they do not in fact conform to the Contract Documents; and the AGENCY shall not be precluded or estopped from demanding and recovering from the CONTRACTOR such damages as the AGENCY may sustain by reason of the CONTRACTOR'S failure to comply with the Contract Documents.

**B.5.11 Final Payment Terminates Liability of AGENCY**

- A. Final payment is defined as the last progress payment made to the CONTRACTOR for earned funds, less retention as applicable, less other withholds specified herein. The acceptance by the CONTRACTOR of the final payment shall be a release of the AGENCY and its agents from all claims of liability to the CONTRACTOR for anything done or furnished for, or relating to, the Work or for any act or neglect of the AGENCY or of any person relating to or affecting the Work, except demands against the AGENCY for the remainder, if any, of the amounts kept or retained under the provisions of Final Application for Payment herein; and excepting pending, unresolved claims filed prior to the Notice of Completion executed by the CONTRACTOR and the Engineer.

**B.5.12 Release of Claims Upon Payment of Undisputed Amounts**

- A. Regarding either progress payments or final payment, the AGENCY reserves the right to condition the payment of undisputed amounts upon the CONTRACTOR furnishing the AGENCY with a release of all claims against the AGENCY arising from the Contract Documents relating to those amounts. The release shall be in a form satisfactory to the AGENCY. Disputed Contract claims in stated amounts may be specifically excluded by the CONTRACTOR from the operation of the release.

**B.5.13 CONTRACTOR'S Payment to AGENCY**

- A. The CONTRACTOR shall promptly pay to the AGENCY all moneys so required under the provisions of the Contract Documents.
- B. If any such payments are required prior to final payment, an appropriate Change Order will be issued and, as provided in **Paragraph B.5.4**, the amount of such payments may be withheld from payments due the CONTRACTOR. If the payments then or thereafter due the CONTRACTOR are insufficient to cover any payments due the AGENCY from the

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**EXHIBIT B – CONTRACT PRICE AND PAYMENT PROVISIONS**

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CONTRACTOR, or if the amount of such payment due the AGENCY is determined after the making of final payment, the difference in the amounts of the payments or the amount so determined shall be paid by the CONTRACTOR to the AGENCY. The obligation of the CONTRACTOR to pay the moneys due the AGENCY shall specifically bind the CONTRACTOR'S sureties, assigns, executors, administrators, and heirs to an obligation to promptly pay the AGENCY.

<< End of Exhibit >>

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**EXHIBIT C – SPECIFICATIONS**

General Requirements

DIVISION 1 – GENERAL REQUIREMENTS

<b>Section</b>	01 11 00 – Summary of Work
	01 29 00 – Measurement for Payment
	01 32 00 – Project Schedules and Reports
	01 33 00 – Submittal Procedures
	01 40 00 – Quality Requirements
	01 41 26 – Permit Requirements
	01 50 00 – Temporary Facilities and Controls
	01 77 00 – Contract Closeout Procedures

Technical Requirements

All Technical Requirements are presented on the Drawings

## SECTION 01 11 00

### SUMMARY OF WORK

#### **PART 1 -- GENERAL**

##### 1.1 SUMMARY

- A. The WORK to be performed under this Contract shall consist of furnishing plant, tools, equipment, materials, supplies, and manufactured articles, and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all work or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The WORK shall be complete, and all work, materials, and services not expressly indicated or called for in the Contract Documents which may be necessary for the complete and proper construction of the WORK in good faith shall be provided by the CONTRACTOR as though originally so indicated, at no increase in cost to the AGENCY.
- B. The name of the Project and the Site location is as follows:
  - 1. Project Name: Nacimiento Dam South Access Road Repairs
  - 2. Project Location: Nacimiento Dam near Heritage Ranch, California, northwest of Paso Robles, CA.

##### 1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. The WORK presented in the Contract Documents is generally described as \_the following:

The WORK consists of rehabilitation of the South Access Road at Nacimiento Dam, near Paso Robles, CA. The South Access Road is a non-paved secondary maintenance access road leading to and from the dam, and it was damaged during the 2023 winter storms. Three sites along the access road require storm damage repairs. Soil nail retaining walls will be constructed at two of the storm-damaged sites. The third repair site is to be graded back to pre-storm conditions. All work will be performed in conformance with the approved engineered plans and the grading permit issued by the County of San Luis Obispo. The Work also includes all administrative, coordination, scheduling, submittal, documentation, and project-management duties required by the Contract Documents.
- B. Description of Bid Items. Bid Items 1 through 17 are presented to indicate major categories of the Work for purposes of comparative bid analyses. All Bid Items represent work required to restore the damaged sites to their pre-storm condition as documented in the engineered plans and storm-damage assessments. Bid Item 2 is presented to comply with the California Labor Code relating to the price for sheeting, shoring, and bracing of excavations. Bid items are not intended to be exclusive descriptions of work categories and the CONTRACTOR shall determine and include in its pricing all materials, labor, and equipment necessary to complete each Bid Item as shown and specified.

1. Bid Item No. 1 – MOBILIZATION. Bid Item No. 1 is a lump sum Bid Item that includes the activities necessary to initiate construction and comply with the Contract requirements, including preparation of required preconstruction submittals. All components of Mobilization, including any indirect or home-office costs allocated to this Bid Item, shall be itemized in the Schedule of Values for review and approval.

Mobilization includes obtaining all permits, insurance, bonds, and other documents; submittal of the Temporary Facilities Plan and the Temporary Control Plan and receiving the Engineer's acceptance for each; moving all equipment onto the Site and setting up field offices; making utility connection and furnishing and erecting temporary construction facilities; submitting the complete Submittal Log and receiving the Engineer's acceptance; submitting the Permit Plan and receiving Engineer's acceptance; completion and approval of a Storm Water Pollution Prevention Plan (SWPPP); submittal and acceptance of a finalized CPM Preliminary Project Schedule and Schedule of Values, all as required for the proper performance and completion of the Work.

The CONTRACTOR'S attention is directed to the condition that no payment for Mobilization, or any part thereof, will be approved or paid until all Mobilization activities listed above have been completed as specified.

2. Bid Item No. 2 – SHEETING, SHORING AND BRACING. Bid Item No. 2 is a lump sum Bid Item that includes cost for providing all sheeting, shoring and bracing in connection with the Work including but not limited to that required by **Document 00 52 00, "Agreement"**, **Article 12**, and §§6705-6708 of the California Labor Code.
3. Bid Item No. 3a – TEMPORARY ENVIRONMENTAL PROTECTIONS. Bid Item No. 3a is a lump sum Bid Item that includes all temporary erosion-control and environmental-compliance measures required to perform the Work, including all SWPPP Best Management Practices (BMPs), temporary drainage controls, stabilized entrances, and dust control measures for all Project Sites as specified in the Plans and as required by Project environmental permits. Environmental protections included in this Bid Item are limited to those required to perform eligible storm-damage repair activities and to maintain compliance during construction. The costs for environmental protection measures specified in **Section 01 50 00** under the Temporary Control Plan, and the logs and documentation associated with those measures, shall be included within this Bid Item.
4. Bid Item No. 3b – PERMANENT ENVIRONMENTAL PROTECTIONS. Bid Item No. 3b is a lump sum Bid Item that includes all permanent erosion-control and environmental-compliance measures required to perform the Work, including all SWPPP Best Management Practices (BMPs), drainage controls, and stabilized and protected graded slopes and access roadways for all Project Sites as specified in the Plans and as required by Project environmental permits. Environmental protections included in this Bid Item are limited to those required to perform eligible storm-damage repairs and restore pre-storm conditions. Work at all Project Sites also includes post-construction site restoration that includes placement of erosion control mats and hydroseed. The costs for environmental protection measures specified in **Section 01 50 00** under the Temporary Control Plan, and the logs and documentation associated with those measures, shall be included within this Bid Item.

5. Bid Item No. 4 – SURVEY SERVICES. Bid Item #4 is a lump sum Bid Item that includes all pre-construction, construction, and post-construction surveys required for layout and verification of site work limits, wall alignments, culvert replacement, grading, and as-built documentation. All surveys shall be performed in accordance with the Plan notes requiring licensed survey control and submittal of as-built deliverables.
6. Bid Item No. 5 – CONSTRUCTION TESTING SERVICES. Bid Item No. 5 is a lump sum Bid Item that includes all testing services associated with sampling and testing of construction Work specified on the Plans. Geotechnical testing services at Sites #1, #2 and #3 for soil and Class II Aggregate Base includes collections and laboratory Proctor testing and report submittals, field nuclear density testing and report submittals. Geotechnical testing services at Sites #1 and #2 for the Permeable Fill material includes the laboratory testing and reporting of the Caltrans quality characteristics requirements. Soil nail testing services at Sites #1 and #2 include proof load testing and lock-off loading as specified on the Plans. All quality control testing and reporting shall be submitted to verify compliance with the Project specifications described on the Plans.
7. Bid Item No. 6 – SITE NO. 3 WORK. Bid Item No. 6 is a lump sum Bid Item and includes roadway blading, removal of existing rills (also known as ravines) and surface drainage erosion features, slope shaping and grading to remove rills and other erosion features, regrading of the access road, preparation of the subgrade (including scarifying and re-compacting), rebuilding the access road with processed reusable on-site material obtained from Bid Item #7, shaping slopes to conform with the Plans, and all other Work to return Site No. 3 to its pre-storm condition as shown on the Plans. Work associated with erosion control and post-construction erosion control site restoration are paid under Bid Items No. 3a and 3b.
8. Bid Item No. 7 – SITES NO. 1 AND 2 SLOPE EXCAVATION AND OFFHAUL. Bid Item No. 7 is a unit price Bid Item that includes clearing and grubbing, excavation for slope layback, wall construction bench excavation, removal of unsuitable material, and stockpiling of materials designated for reuse at any of the three sites. Excess or unsuitable materials, along with any unused suitable materials remaining at the conclusion of the Project, shall become the property of the CONTRACTOR and be transported offsite to a legal disposal facility in accordance with federal, state, and local regulations. Work includes handling, loading, hauling, and offsite tipping. Work associated with erosion control and post-construction erosion control site restoration are paid under Bid Items No. 3a and 3b. The estimated quantity is bulked volume.
9. Bid Item No. 8 – SITE NO. 1 SOIL NAIL WALL SYSTEM ERECTION. Bid Item No. 8 is a lump sum Bid Item that is required to restore Site #1 to its pre-storm condition as shown in the Plans. This Bid Item includes all labor, equipment, materials, incidentals, and design services including the Deferred Submittal, for an engineered soil nail wall system supplied and installed as a coordinated system by a qualified manufacturer or specialty contractor at Site #1. The soil nail wall system components shall include the soil nails, the reinforcement elements, the facing elements, manufacturer's recommended back-fill within the wire mesh structure, and all other incidentals for a complete retaining wall system. The estimated quantity is the developed plane-projected area of the wall profile.

10. Bid Item No. 9 – SITE NO. 2 SOIL NAIL WALL SYSTEM ERECTION. Bid Item No. 9 is a lump sum Bid Item that is required to restore Site #2 to its pre-storm condition as shown in the Plans. This Bid Item includes all labor, equipment, materials, incidentals, and design services including the Deferred Submittal, for an engineered soil nail wall system supplied and installed as a coordinated system by a qualified manufacturer or specialty contractor at Site #2. The soil nail wall system components shall include the soil nails, the reinforcement elements, the facing elements, manufacturer's recommended backfill within the wire mesh structure, and all other incidentals for a complete retaining wall system. The estimated quantity is the developed plane-projected area of the wall profile.
11. Bid Item No. 10 – SITE NO. 1 AND NO. 2 SOIL NAIL WALL PERMEABLE FILL BACKFILL. Bid Item No. 10 is a unit price Bid Item that includes the installation of the Permeable Fill backfill material behind the soil nail walls, including the supply and installation of the Filter Fabric and the Permeable Fill backfill. The estimated quantity is bulked volume.
12. Bid Item No. 11 – SITE NO. 1 AND NO. 2 SOIL NAIL WALL CLASS II AGGREGATE BASE BACKFILL AND FINAL SHAPING AND GRADING OF ACCESS ROAD SURFACE. Bid Item No. 11 is a unit price Bid Item that includes the installation of the Class II Aggregate Base backfill material behind the soil nail walls up to the finished grade of the access road, including the supply and installation of the Filter Fabric and the Class II Aggregate Base backfill. The work includes all the grading and reshaping of the access road surface to return Sites #1 and #2 to their pre-storm condition as shown on the Plans. The estimated quantity is bulked volume.
13. Bid Item No. 12 – CONCRETED-ROCK SLOPE PROTECTION. Bid Item No. 12 is a lump sum Bid Item that includes the installation of the Concreted-Rock Slope Protection that provides a finished grade interface from the base of the soil nail wall to the adjacent grade. The Concreted-Rock materials shall be Caltrans Class 1.
14. Bid Item No. 13 – COMPACTED FILL SLOPE PROTECTION. Bid Item No. 13 is a lump sum Bid Item that includes the installation of the Compacted Fill Slope Protection that provides a finished grade interface from the base of the soil nail wall to the adjacent grade. The Compacted Fill materials shall be from the usable supply of materials excavated as part of Bid Item No. 7.
15. Bid Item No. 14 – CALTRANS TYPE L-2 OBJECT MARKERS (TWO-PLATE SYSTEM). Bid Item No. 14 is a unit price Bid Item that includes object markers shown on the Plans. The object markers shall include a two-plate post mount to accommodate the object marker plate to be displayed on both sides of the post.
16. Bid Item No. 15 – SITE NO. 2 CULVERT MODIFICATION WITH DOWNDRAIN. Bid Item No. 15 is a lump sum Bid Item that includes removal of a portion of the existing 18-inch corrugated metal pipe (CMP) culvert, video inspection of existing pipes and drop inlet, installation of new CMP downdrain including bends (standard or fabricated), Caltrans D87A downdrain anchor assemblies, tee dissipator, and all inlet/outlet protection

illustrated in the Plans. Includes all excavation, bedding, backfill, compaction, transitions, and restoration.

17. Bid Item No. 16 – DEMOBILIZATION AND PROJECT CLOSEOUT REQUIREMENTS. Bid item No. 16 is a lump sum Bid Item that includes coordinating with the Engineer for the completion of all punch list items; submittal of all closeout submittals specified in the Contract Documents; submittal of Operations and Maintenance manuals if applicable; submittal of all as-built shop drawings that had a disposition of “Make Corrections Noted”; submittal of a copy of the CONTRACTOR’S final record drawing information; turnover of all spare parts if applicable; submittal of all equipment warranties and all equipment certifications by the equipment manufacturer if applicable; submittal of the CONTRACTOR’S warranty specified in the Agreement; submittal of all quality control testing records for all non-destructive testing if applicable; and demobilization of all equipment, field offices, waste disposal receptacles, and completion of all site restoration to the satisfaction of the Engineer. Removal and proper disposal of all temporary environmental protections, including silt fencing, is part of Project closeout activities.
18. Bid Item No. 17 – MISCELLANEOUS WORK REQUIRED FOR COMPLETION OF ELIGIBLE STORM-DAMAGE REPAIRS. Bid item No. 17 is a lump sum Bid Item that includes only minor, incidental work necessary to complete the eligible storm-damage repair scope shown on the Plans, and includes no betterments, upgrades, or work outside the documented storm-damage repair scope.

### 1.3 WORK SEQUENCE AND CONSTRAINTS

#### A. CONTRACTOR’S Responsibility to Coordinate and Plan the WORK

It is the CONTRACTOR’S responsibility to coordinate, plan, and schedule the construction activities such that the construction sequencing and any time constraints, including the submittal procedure processes, are incorporated into the overall performance of the WORK.

CONTRACTOR shall incorporate the required construction sequencing and specified time constraints in the Critical Path Method (CPM) construction schedule required under Specification **Section 01 32 00, “Project Schedules and Reports”**. The CPM construction schedule shall include the CONTRACTOR’S activities necessary to satisfy all sequencing and time constraints included and referenced in the Contract Documents.

#### B. Contract Time(s)

The Contract Time(s) shall be as specified in **Document 00 52 00, “Agreement”**.

#### C. Construction Sequencing and Time Constraints

1. No specific scheduling or sequencing time constraints are known by the AGENCY to exist for this Project.
2. CONTRACTOR shall coordinate their WORK with the work being performed by other contractors and with other utility companies. CONTRACTOR shall provide adequate notification to all utility owners in advance of starting construction operations.

CONTRACTOR shall be solely responsible for coordinating its WORK with utility owners and obtaining all required approvals.

3. CONTRACTOR shall make its own arrangements for the use of any other areas that are not part of the areas designated on the Drawings for CONTRACTOR'S use.
4. CONTRACTOR shall coordinate their work schedule and sequencing with all environmental permitting requirements associated with construction timing and construction activities.
5. Working Hours. Construction activities shall be limited to starting at 7:00 a.m. and are anticipated to occur at no more than an eight (8) hour workday, unless otherwise noted or approved by the Engineer. Work shall be limited to non-holiday workdays between Monday and Friday. Any work hour or workday modifications shall be requested by the CONTRACTOR and approved by the Engineer, such approval obtained at least 14 Days prior to implementation of the modifications. Refer to **Document 00 52 00, "Agreement"** and **Document 00 73 00, "Supplemental Conditions to the Agreement"** for discussions on other working hour constraints.
6. Connections to Existing Facilities. Unless otherwise specified or indicated, CONTRACTOR shall make all necessary connections to existing facilities, including structures, drain lines, and utilities such as water, sewer, gas, telephone, and electric. In each case, CONTRACTOR shall receive permission from the AGENCY or the owning utility prior to undertaking connections. CONTRACTOR shall protect facilities against deleterious substances and damage.

Connections to existing facilities which are in service shall be thoroughly planned in advance, and all required equipment, materials, and labor shall be on hand at the time of undertaking the connections. Work shall proceed continuously (around the clock) if necessary to complete connections in the minimum time at no additional cost to the AGENCY. Operation of valves or other appurtenances on existing utilities, when required, shall be by or under the direct supervision of the owning utility.

7. Unfavorable Construction Conditions. During unfavorable weather, wet ground, or other unsuitable construction conditions, CONTRACTOR shall confine its operations to work which will not be affected adversely by such conditions. No portion of the WORK shall be constructed under conditions which would affect adversely the quality or efficiency thereof, unless special means or precautions are taken by CONTRACTOR to perform the WORK in a proper and satisfactory manner.

#### 1.4 CONTRACTOR USE OF SITE

- A. The CONTRACTOR's use of the Site shall be limited to its construction operations, including on-Site storage of materials, on-Site fabrication facilities, and field offices.
- B. Cleaning Up. CONTRACTOR shall keep the premises free at all times from accumulations of waste materials and rubbish. CONTRACTOR shall provide adequate trash receptacles about the Site and shall promptly empty the containers when filled. Construction materials shall be neatly stacked when not in use. Promptly remove splattered concrete, asphalt, oil, paint,

corrosive liquids, and cleaning solutions from surfaces to prevent marring or other damage. Volatile waste shall be properly stored in covered metal containers and removed daily. All waste shall be removed from the Site and disposed of in a manner complying with local ordinances and antipollution laws.

## 1.5 PROJECT MEETINGS

### A. Preconstruction Conference

1. Prior to the commencement of WORK at the Site, a preconstruction conference will be held at a mutually agreed time and place. The conference may be held virtually if appropriate for the Project's complexity and needs, as determined by the AGENCY. The conference shall be attended by the CONTRACTOR'S Project Manager, its superintendent, and its Subcontractors as the CONTRACTOR deems appropriate. Other attendees will be:
  - a. AGENCY'S Representative(s), including the Engineer.
  - b. AUTHORIZED AGENT(s) as necessary.
  - c. Others as requested by CONTRACTOR, AGENCY, or AUTHORIZED AGENT.
2. The CONTRACTOR shall bring the preconstruction conference submittals in accordance with Specification **Section 01 33 00, "Submittal Procedures"**. The specific items that are needed include, but are not limited to:
  - a. Preliminary Project Schedule, Critical Path Method (CPM) format unless otherwise agreed to by the Engineer.
  - b. Submittals Log.
  - c. List of proposed substitutions.
  - d. List of long-lead time items to be procured for the Project.
  - e. Draft Schedule of Values.
  - f. Draft Permit Plan.
3. The purpose of the conference will be to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters will be established. The complete agenda will be furnished to the CONTRACTOR prior to the meeting date. The CONTRACTOR should be prepared to discuss the items listed below.
  - a. CONTRACTOR's preliminary baseline schedule.
  - b. Transmittal, review, and distribution of CONTRACTOR's submittals.
  - c. Processing Applications for Payment.

- d. Maintaining record documents.
  - e. Critical work sequencing.
  - f. Field decisions and Change Orders.
  - g. Use of Site, office and storage areas, security, housekeeping, and AGENCY'S needs.
  - h. Major equipment deliveries and priorities.
  - i. Environmental compliance requirements and timing windows
  - j. CONTRACTOR's assignments for safety and first aid.
4. The Engineer will preside at the preconstruction conference and will arrange for keeping and distributing the minutes to all persons in attendance.
  5. The amount of time needed to conduct the conference is a function on the Project's complexity. The duration of the conference will depend on the Project's complexity.

B. Progress Meetings (also known as "Look-Ahead Meetings")

1. Meetings will typically be held weekly unless otherwise directed by the Engineer. The meetings may be on-Site or conference call as directed by the Engineer.
2. The CONTRACTOR, Engineer, and a representative for each Subcontractor active on the Site shall attend each meeting. CONTRACTOR may at its discretion request attendance by representatives of its suppliers, manufacturers, and other Subcontractors.
3. The CONTRACTOR shall present the look-ahead schedule as specified in Specification **Section 01 32 00, "Project Schedules and Reports"**.
4. The Engineer will preside over the progress meetings and will coordinate with the CONTRACTOR to establish the agenda.
5. The purpose of the meetings is to review the progress of the WORK, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop. During each meeting, the CONTRACTOR shall present any issues that may impact its progress with a view to resolve these issues expeditiously.
6. Persons designated by the CONTRACTOR to attend the progress meeting shall have all required authority to commit the CONTRACTOR to decisions made at the meeting. To the maximum extent practicable, the CONTRACTOR shall appear in person or assign the same person or persons as representatives at the progress meetings. The CONTRACTOR'S superintendent shall attend each meeting.
7. The Engineer will take minutes of each progress meeting and distribute to the CONTRACTOR for review. CONTRACTOR shall issue any exceptions to the Engineer within

the agenda item of “old business” at the next progress meeting. Failure to raise an exception at the next meeting constitutes acceptance of the minutes. The Engineer will document the exception and resolution within the minutes.

8. The Engineer will distribute minutes to the CONTRACTOR; the CONTRACTOR is responsible for further distribution.

## **PART 2 -- PRODUCTS**

### **2.1 DOMESTIC PREFERENCE REQUIREMENTS (BUILD AMERICA, BUY AMERICA ACT)**

- A. This Project is funded in part by the Federal Emergency Management Agency (FEMA) Public Assistance Program and is subject to the domestic preference requirements of the Build America, Buy America Act (Pub. L. 117-58) and 2 C.F.R. § 200.322.
- B. Unless a waiver is issued, all iron, steel, manufactured products, and construction materials incorporated into the Work shall be produced in the United States.
- C. The CONTRACTOR shall provide all certifications required by FEMA and the Agency demonstrating compliance with domestic preference requirements. Certifications shall accompany product data, shop drawings, or other submittals for materials subject to these requirements.
- D. The CONTRACTOR shall immediately notify the AGENCY of any anticipated need for a waiver. No materials requiring a waiver shall be incorporated into the Work until FEMA issues a written waiver.
- E. The CONTRACTOR shall ensure that all Subcontractors and suppliers of every tier comply with these domestic preference requirements.

## **PART 3 -- EXECUTION**

(NOT USED)

<< End of Section >>

00SECTION 01 29 00

MEASUREMENT FOR PAYMENT

**PART 1 -- GENERAL**

1.1 SUMMARY

- A. This Section defines the methods of measurement for Work performed under the Contract.
- B. Payment provisions are provided in AGREEMENT **Exhibit B, "Contract Price and Payment Provisions"**.
- C. Measurement establishes how Bid Items are interpreted, how quantities are determined, and what constitutes measurable Work.

1.2 ESTIMATED QUANTITIES

- A. Estimated quantities shown in **Document 00 41 00, "Bid Form"** for Unit Price items are approximate and provided solely for Bid comparison. The estimated quantities shown in the Accepted Bid Items in AGREEMENT **Exhibit B** are used solely to establish the Contract Price.
- B. The AGENCY does not warrant that actual quantities will correspond to estimated quantities.
- C. The AGENCY may increase, decrease, or eliminate Unit Price Work without adjustment to unit prices and without entitlement to loss of anticipated profit.

1.3 DEFINITIONS

- A. Unit Price Work — Work paid for based on measured quantities multiplied by the unit price.
- B. Lump Sum Work — Work paid for at a fixed price regardless of actual quantities or effort.
- C. Time and Material Work — Work compensated based on actual verified expenditures of labor, materials, and equipment, when authorized.
- D. Plan Quantity — A quantity shown in the Contract Documents that is not subject to remeasurement unless conditions differ materially or unless otherwise specified.
- E. Actual Quantity — A quantity measured in the field using the methods defined in this Section.
- F. Incidental Work — Work necessary to complete a Bid Item but not separately measured or paid for.

#### 1.4 ADMINISTRATIVE REQUIREMENTS

- A. Measurement Records. CONTRACTOR shall maintain daily records of measured Work, including sketches, survey notes, delivery tickets, and test results. Records shall be made available upon request.
- B. Disputed Quantities. If CONTRACTOR disputes measured quantities, CONTRACTOR shall notify the Engineer in writing within seven (7) Days of the measurement. Failure to provide timely notice constitutes acceptance of the measurement.
- C. Authority. The Engineer will verify and approve measurements. Measurements are final unless clearly erroneous.

#### **PART 2 -- PRODUCTS**

(NOT USED)

#### **PART 3 -- EXECUTION**

##### 3.1 GENERAL MEASUREMENT PRINCIPLES

- A. Measurement includes only Work actually performed and accepted.
- B. No payment is made for:
  - 1. Rejected or defective Work.
  - 2. Work performed beyond authorized limits.
  - 3. Work required due to CONTRACTOR error or negligence.
  - 4. Material waste, shrinkage, spillage, losses due to handling, or stored.
- C. Incidental Work is included in the Bid Price unless a Bid Item specifically provides otherwise.

##### 3.2 MEASUREMENT METHODS

- A. Lump Sum Items. Paid at the lump sum price for the complete Work. No adjustment is made for actual quantities unless modified by Change Order.
- B. Unit Price Items. Measurements shall be taken in the presence of the CONTRACTOR when practicable. Measured using the following methods unless otherwise specified:
  - 1. Linear Measurement — Measured horizontally along the centerline of installed Work.
  - 2. Area Measurement — Measured to the nearest 0.1 square yard or as specified.
  - 3. Volume Measurement — Measured in place using cross-sections, average-end-area, or other accepted engineering methods.

4. Weight Measurement — Based on certified scale tickets.
  5. Count Measurement — Based on the number of units installed and accepted.
- C. Excavation and Fill. Measured by in-place volume unless otherwise specified. Over-excavation not directed by the Engineer is not measured.
- D. Piping and Conduit. Measured along the installed centerline, excluding fittings unless otherwise specified. Fittings, valves, and appurtenances are Incidental Work unless listed separately.
- E. Concrete. Measured by volume of concrete placed in forms unless otherwise specified. Reinforcing steel measured by weight only if listed separately. Concrete embedment items are Incidental Work unless listed separately. Concrete formwork fabrication, erection, removal and disassembly; waterstop; admixtures; finishing; curing; sealants; quality control testing; repair; post-hardening coring; and other miscellaneous concrete construction tasks are Incidental Work unless listed separately.
- F. Asphalt Pavement. Measured by weight or area as specified unless otherwise specified. Tack coat, prime coat, and joint sealing are Incidental Work unless listed separately.
- G. Structures. Measured as lump sum unless individual components are listed as unit price items.
- H. Equipment. Measured as lump sum for complete installation, testing, and commissioning unless otherwise specified.

<< End of Section >>

## SECTION 01 32 00

### PROJECT SCHEDULES AND REPORTS

#### PART 1 -- GENERAL

##### 1.1 GENERAL OVERVIEW

- A. The CONTRACTOR shall produce a construction Project Schedule to be used to control the Work and to provide a definitive basis for determining Project progress. The AGENCY'S preferred scheduling software for this Project is Microsoft Project; however, an "or-equal" software may be proposed for the Engineer's consideration. The Engineer will work with the CONTRACTOR on determining which software platform will provide the results needed by both parties.
- B. The Project Schedule shall be prepared, maintained, and updated by CONTRACTOR and historical dates agreed monthly with the Engineer.
- C. The Preliminary Project Schedule and the Update Project Schedules shall comprise all the detailed construction-related activities using the critical path method (CPM). These schedules shall provide sufficient detail and clarity to reflect the intricacies and interdependencies of activities so CONTRACTOR can plan, schedule, monitor, control and report on the progress of his work. In addition, it shall provide Engineer and AGENCY a tool to monitor and follow the progress for all phases of the Work.

##### 1.2 PRECONSTRUCTION CONFERENCE

- A. Refer to Specification **Section 01 11 00, "Summary of Work"**, for information regarding the Preconstruction Conference, and the CONTRACTOR'S submittal of the Preliminary Project Schedule.

##### 1.3 PRELIMINARY AND BASELINE PROJECT SCHEDULES

###### 1.3.1 Preliminary Project Schedule.

- A. The Preliminary Project Schedule shall be to the level of detail acceptable to the Engineer, and shall include the following:
  - 1. Organization and structural breakdown of the Project to illustrate a feasible schedule for completion of the Work within the Contract Times specified;
  - 2. Milestones and completion dates, and include the Work Constrains specified in Specification **Section 01 11 00, "Summary of Work"**;
  - 3. Type of work to be performed and the labor trades involved;

4. Purchase, manufacture and delivery activities for major materials and equipment;
5. Preparation, submittal, and acceptance of shop drawings and material samples;
6. Identification of interfaces and dependencies with preceding, concurrent and follow-on contractors;
7. Tests, submittal of test reports and acceptance of test results;
8. Identification of any material and equipment restrictions.

#### 1.3.2 Development of Baseline Schedule.

- A. Following the preconstruction conference and the receipt of the Engineer's comments on the initial Preliminary Project Schedule, CONTRACTOR shall submit a revised Preliminary Project Schedule for review by Engineer within ten (10) Days. If the Engineer has comments on the revised Preliminary Project Schedule, CONTRACTOR shall make the necessary changes and resubmit it within ten (10) Days. Once accepted by the Engineer, that Preliminary Project Schedule shall become known as the Baseline Schedule, and all future Update Project Schedules shall be programmed to reflect progress relative to the Baseline Schedule. The Engineer's acceptance of the Contractor's Project Schedule does not and shall not imply that the Engineer has conducted an exhaustive review or evaluation of the sequencing or duration of all activities contained therein: and the Engineer's acceptance of the CONTRACTOR'S schedule shall not constitute a warranty of its feasibility, suitability or reasonableness. Revisions required in the schedule to conform to the Contract requirements shall not be a Change Order Request.

#### 1.4 UPDATE PROJECT SCHEDULES

- A. CONTRACTOR shall update the Project Schedule monthly and submit it as an Update Project Schedule. The Update Project Schedule shall be issued with the monthly Application for Payment.
- B. A monthly progress report shall also be prepared and submitted to the Engineer with the Update Project Schedule and the monthly Application for Payment. Items that have slipped since the last schedule submittal shall be identified within the report.
- C. Submittal of the Update Project Schedule and the monthly progress report are a prerequisite for the AGENCY'S processing of the monthly Application for Payment.

#### 1.5 THE LOOK-AHEAD SCHEDULES

- A. The Engineer requires that a three-week look-ahead schedule be provided once a week at the weekly progress meeting as mutually agreed upon by the Engineer and CONTRACTOR. The look-ahead schedule shall be submitted to the Engineer at least

24-hours prior to the weekly Project meeting. The number of copies submitted, layout, and format of the look-ahead schedule shall be coordinated with the Engineer. For Project Work that involves the fabrication and manufacturing by Suppliers, then the look-ahead schedule shall provide details on specific manufacturing activities and shall highlight all non-destructive testing so that the Engineer can plan for on-site quality assurance observation visits to the CONTRACTOR'S manufacturing/Supplier facilities, if applicable.

#### 1.6 FLOAT

- A. Total Float is the number of Days by which a part of the Work in the CMP construction schedule may be delayed from its early start and finish dates without necessarily extending the Contract Times. The difference in time between the Project's schedule dearily completion date, as submitted, and the required Contract completion date, shall be considered as Float, slack time, or contingency. Float, slack time, or contingency within the schedule, and total float within the overall schedule, is not for the exclusive use of either the Engineer or the CONTRACTOR but is jointly owned by both parties and is a resource available to and shared by both parties as needed to meet Contract milestones and the Contract completion date.
- B. CONTRACTOR shall not use Float suppression techniques, including preferential sequencing (arranging critical path through activities more susceptible to Engineer caused delay); lag logic restraints; zero total or free Float constraints; extended activity times; or imposing constraint dates other than as required by the Contract. Float suppression will be cause for rejection of the Preliminary Project Schedule or full Project Schedule and its updates.

#### 1.7 SUBMITTALS

- A. CONTRACTOR shall submit the Preliminary Project Schedule, Baseline Schedule, and all Update Project Schedules, and their accompanying narrative reports, for acceptance by the Engineer. These schedules shall be CONTRACTOR'S working schedules and shall be used to plan, organize and execute the Work, record and report actual performance and progress, and show how CONTRACTOR plans to complete all remaining Work as of the end of each progress report period.
- B. The Update Project Schedule and associated progress reports shall be submitted to the Engineer for acceptance within the period for submitting an Application for Payment. If the Update Project Schedule and the progress report are not submitted, no progress payments will be made until the schedule and report have been submitted.
- C. Printouts and electronic layouts required as part of the Update Project Schedule submittal are as follows:
  - 1. Critical Path Schedule
  - 2. Activities in Progress

CONTRACTOR shall submit additional layouts if directed by the Engineer.

D. The submittal shall include the following:

1. Narrative report summarizing the milestones, critical path, project approach including phasing or use of crews, significant submittal and fabrication items, coordination or interface requirements, AGENCY-provided items, and list of Sub-contractors and vendors.
2. Graphic reports including critical path report (longest path), summary schedule report, total Float report by early-start early-finish, look-ahead report grouped by work breakdown structure or project phasing, and cash flow projection. Cash flow projections include estimated cumulative cost curves based on early and late start dates and projection of monthly payments over the life of the project.

The narrative and graphic reports shall be provided on 8"x11" paper and 11"x17" readable plots, respectively.

1.8 REVIEW PROCESS.

- A. Engineer will review CONTRACTOR'S schedule submittals within fourteen (14) Days after receiving all required information.
- B. At the request of the Engineer, CONTRACTOR shall participate in any meetings necessary to reach a mutual agreement and acceptance of the Project Schedule or Cash Flow Projections.
- C. If any of the required submittals are returned to CONTRACTOR for corrections or revisions, they shall be resubmitted within ten (10) Days after the return mailing date. Resubmittals shall include all information and media included in the first submittal. Review and response by the Engineer will be given within ten (10) Days after receipt of each resubmittal.
- D. Schedules shall show contract completion of the Work on the Contract completion date and with zero or positive total Float even if CONTRACTOR plans to finish early. In no event shall acceptance of the Project Schedule be a basis for a claim for delay against AGENCY or Engineer by CONTRACTOR for an early finish. A Project Schedule containing activities with negative Float or that extends beyond the date that the Work is completed and ready for final payment will not be acceptable.
- E. Acceptance of the Project Schedule by Engineer does not relieve CONTRACTOR of responsibility for accomplishing the Work by the Contract completion date. Omissions and errors in the accepted Project Schedule shall not relieve CONTRACTOR of obligations under the Contract. Acceptance by the Engineer in no way makes Engineer or AGENCY an insurer of the Project Schedule's success or liable for time or cost overruns. The Engineer hereby disclaim any obligation or liability by reason of acceptance of the Project Schedule.

## 1.9 COORDINATING PROJECT SCHEDULE WITH OTHER CONTRACT SCHEDULES

(Not Used)

## **PART 2 -- PRODUCTS**

(NOT USED)

## **PART 3 -- EXECUTION**

### 3.1 PROJECT SCHEDULE SUBMITTAL FORMAT

- A. CONTRACTOR shall submit electronic copies of the Project Schedules as an executable file(s). A brief narrative shall accompany the submittal, describing CONTRACTOR'S scheduling approach to the project. The narrative shall include a description of the Contract Milestones, approach for construction activities during the period of the Project Schedule, description of the general approach of the activities for the work beyond the Project Schedule period, a description of the Project's critical path, identification of critical long-lead submittals and/or long-lead procurements, and planned outages. The narrative shall also incorporate activity codes, calendars, weather days, constraints, and work breakdown structure in accordance with the requirements specified herein.

### 3.2 UPDATE PROJECT SCHEDULES AND PROGRESS REPORTS

- A. CONTRACTOR shall update the Project Schedule monthly and submit it as "Project Schedule Update No. \*\*", where \*\* is progressive revisions (e.g., 01, 02, ...). The Update Project Schedule shall be submitted with the monthly Application for Payment. The schedule update can be based on the progress of the Work as of the 25<sup>th</sup> day of the concluding month.
- B. A monthly progress report shall be prepared and submitted to the Engineer with the Project Schedule Update and the monthly Application for Payment. The update can be based on progress of the Work as of the 25<sup>th</sup> day of the concluding month. Items that have slipped since the last schedule submittal shall be identified within the report. If the actual progress of critical activities lags behind the planned progress by more than ten (10) working Days, the CONTRACTOR shall submit a detailed description of the procedures and processes that it proposed to follow to recover the lost progress. The submittals shall include a detailed listing of labor, equipment, and materials that will be utilized to meet the accepted schedule.

### 3.3 ELECTRONIC PROJECT SCHEDULE FORMAT AND REPORTING

- A. The schedule, critical path, and look-ahead schedules shall be submitted electronically in an executable format, using Microsoft Project's file format, and printed in color in Portable Document Format (PDF) files as generated by BlueBeam Revu Version 2017 or Adobe Acrobat Professional Version 7.0 or higher. PDF images must be

at a readable resolution. Optical Character Recognition (OCR) capture must allow for text to be searched, selected and copied from the generated PDF file.

B. CONTRACTOR shall use AGENCY'S file-naming format for the Microsoft Project schedules.

1. Electronic native working schedule files shall be saved with .MPP file extensions.
2. Microsoft Project settings for "Baseline Type" shall be used in the following manner:
  - a. Select <None> as the baseline type for the Preliminary Project Schedule submittal.
  - b. Once the Preliminary Project Schedule is accepted, the baseline type shall be named <Initial Plan>.
  - c. Each subsequent Project Schedule update shall set the baseline type to <Last Performance Update>.
  - d. The data date for schedule calculation in the Preliminary Project Schedule and Update Project Schedules shall be the Commencement Date unless otherwise directed by the Engineer.

### 3.4 COST-LOADING

- A. The Project Schedule shall be cost-loaded to project the following reports, or if approved by the Engineer, the CONTRACTOR can develop a Microsoft Excel spreadsheet that can produce the same results, said spreadsheet shall be submitted to the Engineer for review and acceptance:
1. Schedule of Values to be issued at the Preconstruction Conference and with each month's progress report submitted with the Application for Payment.
  2. Cash Drawdown Schedule to present an estimate of expected monthly billings over the length of the Project. Alternatively, provide a cash flow "S" curve, tabular and graphically plotted by month. Update this monthly and report in the monthly progress report submitted with the Application for Payment.

### 3.5 RESOURCE-LOADING

- A. Not required by the Engineer but may be used at the CONTRACTOR'S discretion.

### 3.6 MONTHLY SCHEDULE UPDATES

- A. Update Project Schedule shall be submitted monthly for the duration of the Contract. If monthly Update Project Schedule is not submitted with the Application for Payment then the progress payments will be withheld until the required information is submitted.
- B. The updated schedule shall be reviewed each month in a meeting with the Engineer to verify:
  - 1. Actual start dates,
  - 2. Actual completion dates,
  - 3. Activity percent completion,
  - 4. Revised logic (as-built and projected) and changes in activity durations, cost assigned,
  - 5. Cost influence of Change Orders, if any,
  - 6. Revisions due to extension of time.

Prior to each meeting, CONTRACTOR shall prepare a complete and accurate report of current procurement and construction progress through the end of the update period, and a depiction of how CONTRACTOR plans to continue the Work to meet all Contract completion dates. All network changes and status data agreed to during each update meeting shall be considered as accepted by both parties unless written notice of any exceptions is given within five (5) Days after the meeting.

For major network changes that cannot be agreed to during an updating meeting, CONTRACTOR shall submit the proposed changes for the Engineer's acceptance prior to inserting such changes into the network. Submittals may be in the form of marked-up networks, fragnets, or schedule abstracts, provided they are submitted with a letter of transmittal. A fragnet is defined as a sequence of new activities and/or activity revisions that are proposed to be added to the existing schedule to demonstrate how project events have an impact on the schedule.

### 3.7 RESPONSIBILITY FOR SCHEDULE COMPLIANCE

- A. Whenever it becomes apparent from the current Project Schedule that the critical path is delayed and the Contract completion date will not be met, CONTRACTOR shall mitigate the delay by taking some or all of the following actions at no additional cost to AGENCY.
  - 1. Increase construction manpower in such quantities and crafts as will bring the project back on schedule within the completion dates and milestones.

2. Increase the number of working hours per shift, shifts per day, working days per week, and the amount of construction equipment, or any combination of the foregoing, to substantially eliminate the backlog of work.
3. Reschedule activities to achieve maximum practical concurrence of activities and to comply with the schedule date(s).

Within ten (10) Days of the Engineer's request, CONTRACTOR shall submit a recovery schedule and written statement of the steps intended to remove or arrest the delay to the critical path in the schedule. If CONTRACTOR fails to submit the required information or should fail to take measures acceptable to the Engineer, the Engineer may direct CONTRACTOR to increase man-power, equipment and scheduled work hours to remove or arrest the delay to the critical path and CONTRACTOR shall promptly provide such level of effort at no additional cost to AGENCY.

In the event CONTRACTOR fails to follow the updated or revised recovery schedule, AGENCY may elect to withhold progress payments until CONTRACTOR complies with the revised schedule.

Should CONTRACTOR'S efforts not remove or arrest the delay to the critical path of the accepted schedule, then AGENCY shall be entitled to supplement CONTRACTOR'S workforce and equipment to remove and arrest any delay, and shall be entitled to deduct all costs and expenses associated therewith from payments due to CONTRACTOR. If insufficient Contract funds remain, AGENCY may recover such funds from CONTRACTOR and its Surety.

### 3.8 TIME IMPACT ANALYSIS

- A. When changes in the Work or delays are experienced by CONTRACTOR and CONTRACTOR requests an extension of time, CONTRACTOR shall submit a written time impact analysis to the Engineer with the request for an extension of time illustrating the influence of each change or delay to the current Contract Times. Each time impact analysis shall include a fragnet incorporating the change or delay into the Project Schedule to demonstrate how CONTRACTOR was delayed.

Each time impact analysis shall demonstrate the estimated time impact based on the events of the change or the delay; the date the change was given to CONTRACTOR or the delay incurred, the status of construction at that point in time, and the event time computation of all activities affected by the change or delay. The event times used in the analysis shall be those included in the latest update of the Project Schedule or as adjusted for the events of delay.

- B. Submit the time impact analysis within seven (7) Days of delay occurrence or when direction to proceed with a change is given to CONTRACTOR. No time extensions will be considered if the time impact analysis is not submitted within the specified time.
- C. The Engineer will review CONTRACTOR'S time impact analysis. CONTRACTOR shall furnish such justification and supporting evidence as the Engineer deems necessary

to determine whether CONTRACTOR is entitled to an extension of time. The Engineer's review of each time impact analysis will be made within five (5) working Days of receipt of the time impact analysis and additional information as required by the Engineer, unless subsequent meetings and negotiations are necessary.

- D. The Contract Times will be adjusted only for causes specified in **Part 3.9** of this specification Section. Time extensions will be granted only to the extent that equitable time adjustments for the activity or activities affected exceed the total or remaining Float along the critical path at the time of actual delay. Delays in activities which are not on the critical path and do not affect Contract Times, will not be considered for an extension of Contract Time.

### 3.9 CAUSES FOR EXTENSIONS OF CONTRACT TIME

- A. Additional positive total Float in the Project Schedule generated by efficiencies of the Engineer or CONTRACTOR is a shared commodity to be reasonably used by either party, and belongs exclusively to the Project. CONTRACTOR is not entitled to any additional compensation for completion of the Project prior to expiration of the Contract Times.

#### 3.9.1 AGENCY-Initiated Changes.

- A. AGENCY initiated changes to the Work that absorb Float time will not be considered for an extension of Contract Time. AGENCY-initiated changes that affect the critical path of the Project Schedule shall be grounds for extending or shortening completion dates. Use of Float time for CONTRACTOR initiated changes will require the Engineer's concurrence. CONTRACTOR'S changes, however, shall give way to AGENCY-initiated changes competing for the same Float time.

#### 3.9.2 Outside CONTRACTOR'S Control.

- A. Events outside of CONTRACTOR'S control that affect the critical path of the Project Schedule will be considered for an extension or reduction of the Contract Times based on the CONTRACTOR'S time impact analysis and the Engineer's review and approval of the analysis.

#### 3.9.3 Weather Delays.

- A. CONTRACTOR shall include three (3) working Days labeled as Extreme Weather Float into the Project Schedule. Extreme Weather Conditions that affect the Critical Path of the Project Schedule, in excess of the Extreme Weather Float, will be considered for an extension or reduction of the Contract Times. Notification for all extreme weather-related events must be submitted no later than 72 hours after the weather impact date.

Any weather-related extension of Contract Times shall be non-compensable. Efficiencies gained as a result of favorable weather within a calendar month, where the

number of days of normally anticipated weather days is less than expected, shall contribute to the project Float and shall not affect the Contract Times.

All Extreme Weather Conditions that affect the Critical Path of the Project Schedule shall be submitted to the Engineer shall state if any extension is requested and be supported by the relevant weather data and a narrative describing the time impact to the Critical Path.

### 3.10 PROJECT CALENDARS

- A. Project Calendars shall use workdays and calendar days as the planning unit for the schedule. Use of Global Calendars is reserved for the Engineer. Each calendar shall be set to start on Mondays with holidays in accordance with AGENCY-Observed holiday policy (refer to **Document 00 73 00 , “Supplemental Conditions to the Agreement”**). The following calendars shall be used for each activity except as otherwise accepted by the Engineer:

1. 5-Day x 8 Hour Workweek (with holidays) shall be used for 5-day 40-hour workweek activities: Monday through Friday. All holidays and non-workdays shall be assigned to this calendar. This calendar shall be used for all normal work activities, submittals, and fabricate and delivery activities. This calendar shall be the default calendar for the Project unless otherwise specified.

The workday to calendar day correlation shall be based on a single shift and 5-day work week with adequate allowance for AGENCY-Observed holidays, adverse weather, and all other special requirements of the Work. CONTRACTOR may, at his option, propose alternate baseline calendars to allow a second shift and/or a single shift on Saturdays subject to the concurrence and acceptance of the Engineer. Under no circumstances will a schedule be accepted which allows regularly scheduled work on Sundays.

### 3.15 MANDATORY MILESTONES

- A. The Contract duration shall be equal to the time period between the Commencement Date and the completion of the Work in readiness for final payment. The following milestones are mandatory.
1. Notice to Proceed
  2. Commencement Date
  3. Intermediate Milestones, if any, as indicated in the Agreement.
  4. Substantial Completion as indicated in the Agreement.
  5. Final Completion and readiness for final payment as indicated in the Agreement.

The following additional milestones are to be considered and incorporated into the Project Schedule in accordance with the Contract, if applicable.

1. Permit constraints
2. Facility shut down or outage milestone requirements
3. Applicable phasing milestones
4. Other milestones deemed appropriate by the Engineer

<< End of Section >>

SECTION 01 33 00

SUBMITTAL PROCEDURES

**PART 1 -- GENERAL**

1.1 SUMMARY

- A. This Section specifies the requirements for preparation, submission, review, resubmission, acceptance, and final delivery of all Submittals required by the Contract Documents.
- B. Submittals include, but are not limited to:
  - 1. Action Submittals
  - 2. Information Submittals
  - 3. Shop Drawings
  - 4. Product Data
  - 5. Samples
  - 6. Quality Control documentation
  - 7. Test Reports
  - 8. Certificates
  - 9. Operation and Maintenance Manuals
  - 10. Record Documents
  - 11. Deferred Submittals
  - 12. Substitution Requests
  - 13. Closeout Submittals
  - 14. Other documents required by the Contract Documents

1.2 DEFINITIONS

- A. **Submittal** – Any document, drawing, sample, schedule, manual, certificate, or other item required by the Contract Documents to be submitted by the CONTRACTOR for review, acceptance, or record.
- B. **Action Submittal** – A Submittal requiring review and disposition by the Engineer prior to

fabrication, installation, or incorporation into the Work. Action Submittals include Shop Drawings, Product Data, Samples, Deferred Submittals, and Substitution Requests.

- C. **Information Submittal** – A Submittal provided for record purposes only and not requiring Engineer acceptance. Information Submittals include test reports, certificates, schedules, logs, and similar documentation.
- D. **Shop Drawing** – Drawings, diagrams, schedules, fabrication details, installation details, coordination drawings, and other documents specially prepared for the Work by the CONTRACTOR, Subcontractors, suppliers, or manufacturers.
- E. **Product Data** – Standard printed information, catalog cuts, performance data, materials of construction, wiring diagrams, and installation instructions prepared by the manufacturer.
- F. **Sample** – Physical examples of materials, equipment, workmanship, or finishes illustrating functional and aesthetic characteristics.
- G. **Deferred Submittal** – A portion of the Work requiring design by the CONTRACTOR, a specialty Subcontractor, or a licensed design professional retained by the CONTRACTOR, where the final design is not provided in the Contract Documents and must be submitted for Engineer review and acceptance after Contract award.
- H. **Substitution Request** – A request by the CONTRACTOR to substitute a product, material, or equipment in place of that specified. Substitution Requests shall follow the procedures of this Section.
- I. **Contractor’s Accepted Submittal** – An Action Submittal returned by the Engineer with a disposition of “No Exceptions Taken” or “Make Corrections Noted.” Acceptance does not authorize deviations from the Contract Documents unless expressly identified and approved in writing.
- J. **Or Equal** – Whenever material or equipment is indicated in these specifications by stating names of proprietary items or of particular suppliers, the naming of the item is intended to establish the type, function, and quality required. The CONTRACTOR may select any of those named items for use on the Project. When the name is followed by the words “or equal”, it indicates that a substitution may be submitted for approval. An “or equal” item serves the same function; has the same dimensions, appearance; quality, terms of warranty, durability, reliability, cost in service and maintenance; and complies with the same codes and standards as the named item. Further, its substitution will have no effect on Project details, cost, and program. The burden of proof for demonstrating equality rests solely with the CONTRACTOR. The Engineer shall be the sole judge as to the comparative quality and suitability of “or equal” items and its decision shall be final.
- K. **Change or Deviation** – The request for approval of a change or deviation from contract requirements. In this Specification Section, the same procedure shall be followed as for substitution. Changes or deviations shall not be implemented until approved in writing.

### 1.3 GENERAL REQUIREMENTS

- A. Submittals are a requirement and obligation of the CONTRACTOR. Submittals will not be accepted from anyone other than the CONTRACTOR. Wherever submittals are required in the Contract Documents, submit them to the Engineer as directed.
- B. BABA Submittals (If Applicable) – When the Contract Documents indicate that the Project is subject to federal domestic preference requirements, the CONTRACTOR shall submit documentation demonstrating compliance with the Build America, Buy America Act (BABA) in accordance with **Section 01 11 00, “Summary of Work”**.
- C. Submittals shall verify compliance with the Contract Documents and shall include drawings and descriptive information in sufficient detail to show the kind, size, arrangement, and the operation of component materials and devices; the external connections, anchorages, and supports required; the performance characteristics; and dimensions needed for installation and correlation with other materials and equipment.
- D. The CONTRACTOR shall review, approve, coordinate, and verify all Submittals prior to submission. The CONTRACTOR’s approval stamp certifies that:
  - 1. The Submittal has been reviewed and coordinated.
  - 2. All dimensions, quantities, field measurements, and conditions have been verified.
  - 3. The Submittal complies with the Contract Documents.
  - 4. No deviations exist unless clearly identified.
  - 5. The Submittal is complete and suitable for review.
- E. Submission of incomplete, uncoordinated, or unchecked Submittals is prohibited and may be returned without review.
- F. The CONTRACTOR shall schedule Submittals to support the Project Schedule and shall incorporate Engineer review durations into the Project Schedule.

### 1.4 SUBSTITUTIONS

- A. Substitution Requests shall be submitted within thirty (30) Days of the Commencement Date unless otherwise permitted by the Engineer.
- B. Substitutions may be permitted only when the CONTRACTOR demonstrates that the proposed item is equal or superior in function, quality, durability, performance, appearance, warranty, maintenance requirements, and compatibility with the Work.
- C. Requirements for a Substitution Request include:
  - 1. Clear identification of the proposed substitute.

2. Comparison of specified and proposed items.
  3. Technical data, performance data, and certifications.
  4. Statement of cost and time neutrality.
  5. Statement of compatibility with adjacent systems.
  6. Statement of no effect on warranties.
  7. Justification for the substitution.
  8. Impact analysis on schedule and critical path.
- D. The Engineer will be the sole judge as to the comparative quality and suitability of alternative equipment or materials and this decision will be final.
- E. The Substitution Request shall not replace the Submittal process required in these Contract Documents. After approval of the Substitution Request, all Action Submittals requirements remain.

#### 1.5 SUBMITTAL LOG

- A. The CONTRACTOR shall prepare and maintain an accurate Submittal Log for the duration of the Project. The Submittal Log shall be maintained in electronic format acceptable to the Engineer. The Submittal Log shall identify all required Submittals, including Deferred Submittals and long-lead items. The log shall be used to track the status and disposition of each Submittal.
- B. The Submittal Log shall be submitted:
1. At the Preconstruction Conference.
  2. Monthly with the progress documents specified in Specification **Section 01 32 00, "Project Schedules and Reports."**
  3. Upon request of the Engineer.

#### 1.6 SUBMITTALS FOR PRECONSTRUCTION CONFERENCE

- A. Within seven (7) Days after the Commencement Date, the CONTRACTOR shall submit the following items for review:
1. Preliminary Project Schedule (refer to Specification **Section 01 32 00, "Project Schedules and Reports"** for details). Include in the schedule narrative a list of long-lead time items to be procured. This schedule shall identify all Submittals on the critical path.

2. A preliminary Submittal Log based on CONTRACTOR's priority, planned construction sequence and schedule, long lead items, and size of Submittal package.
3. Draft Schedule of Values.
4. Proposed Substitutes ("Or-Equal").
5. A preliminary Permit Plan (refer to Specification **Section 01 41 26, "Permit Requirements"**) indicating the agency will grant the permit and the expected date of Submittal for the permit and the needed date for receipt of the permit.
6. List of Deferred Submittals

#### 1.7 REQUIREMENTS FOR SUBMITTALS AND SUBMITTAL PACKAGES

- A. Each Submittal shall cover items from only one section of the Specification unless the item consists of components from several sources. Each Submittal shall indicate the intended use of the item in the Work. Submittals that combine unrelated Specification Sections may be returned without review.
- B. CONTRACTOR shall submit a complete initial Submittal including all components. When an item consists of components from several sources, CONTRACTOR'S initial Submittal shall be complete including all components.
- C. All Submittals, regardless of origin, shall be approved by CONTRACTOR and clearly identified with the name and number of this Contract, CONTRACTOR'S name, and references to applicable Specification paragraphs and Contract Drawings.
- D. Submittals shall be numbered in accordance with the entry presented within the accepted Submittal Log Plan Submittal.
- E. Each copy of all Submittals, regardless of origin, shall be stamped or affixed with an approval statement of CONTRACTOR.
- F. A letter of transmittal, in a form acceptable to the AGENCY, shall be used to transmit Submittals for each specific item or class of material or equipment. The transmittal shall identify any deviations or substitutions.
- G. When catalog pages are submitted, applicable items shall be clearly identified, and in-applicable data crossed out.

#### 1.8 ISSUING SUBMITTALS ELECTRONICALLY

- A. Submittal and processing of shop drawings shall be performed electronically over the Internet. Facsimiles (fax) will not be acceptable.

- B. The AGENCY will designate an electronic Submittal platform. Instruction on procedures for posting and retrieving Submittals will be provided after award of the Contract.
- C. Submittal file naming convention shall be: #####.ID.REV-ShortTitle.pdf, where:
1. ##### = Document or Specification Number (e.g., 005200, 013300, 033300, etc.)
  2. ID = Sequential number of the Submittals associated with this Document or Specification
  3. REV = Revision Number (e.g., 00 for initial submission, 01 for first resubmission, etc.)
  4. ShortTitle = brief title of Submittal (e.g., PrelimProjSchedule, ScheduleofValues, ConcreteMixDesign, etc.). Avoid spaces and special characters.

The AGENCY'S convention for naming an electronic response to a Submittal is to insert the word "RESPONSE" at the front of the filename, and the disposition at the end of the filename, example being: RESPONSE 033300.03.00 ConcMixDesign (NET).pdf

- D. CONTRACTOR is responsible for maintaining a complete electronic archive of all Submittals.
- E. The Engineer will establish the protocol for the CONTRACTOR'S issuance of native electronic files (e.g., schedule, Excel, CAD) that are required by the Contract Documents or as requested by the Engineer. Native files shall not contain macros unless approved by the Engineer.
- F. Submittal's electronic files shall be in Portable Document Format (PDF) as generated by Adobe Acrobat Professional Version 7.0 or higher. PDF images must be at a readable resolution. For most documents, they should be scanned or generated at 300 dots per inch (dpi). Use of higher resolution is acceptable with Engineer's approval.
- Optical Character Recognition (OCR) capture must be performed on scanned documents so that text can be searched, selected and copied from the generated PDF file.
- G. The opening view for each Submittal's PDF document shall be to the CONTRACTOR'S transmittal letter, followed by the pages of the subject Submittal.
- H. Submittal documents that are scanned shall be in color when the CONTRACTOR'S original is in color. Documents that are printed to a PDF file should allow for color printed material to improve the readability. Redline markups from the Engineer will be normal in the Engineer's response.

## 1.9 ENGINEER'S REVIEW OF SUBMITTALS

A. Engineer's review of Submittals covers only general conformity to the Contract Documents, external connections, and dimensions that affect the layout; it does not indicate:

1. approval of means, methods, techniques, sequences, or procedures of construction,
2. thorough review of all dimensions, quantities, field conditions, and details of the material, equipment, device, or item covered,
3. relieve CONTRACTOR of sole responsibility for errors, omissions, or deviations in the drawings and data,
4. relieve CONTRACTOR of sole responsibility for compliance with the Contract Documents,
5. authorize deviations, and
6. transfer design responsibility for Deferred Submittals.

B. The CONTRACTOR shall schedule the Engineer's review durations into the Project Schedules. Engineer's Submittal review period, whether the initial Submittal or a re-submittal, shall be twenty-one (21) Days, unless otherwise noted. Engineer review time shall not begin until a complete and coordinated Submittal or resubmittal is received, and if complete and coordinated, the review start shall commence on the first calendar Day following receipt of the Submittal or resubmittal in Engineer's office. The following review duration exceptions are noted:

- |   |             |
|---|-------------|
| 1. Operation and Maintenance Manuals (if applicable): | 45 Days     |
| 2. Deferred Submittals:                               | as required |
| 3. Substitution Requests:                             | as required |

1.9.1 Submittal Review Disposition Markings.

A. The Engineer's review response to a Submittal will identify the disposition of the Submittal utilizing the following terms:

1. **No Exceptions Taken (NET).** If a Submittal is returned to the CONTRACTOR marked "No Exceptions Taken" or "NET", then formal revision and resubmission will not be required. When "NET" is indicated, the CONTRACTOR is advised that fabrication, manufacture, or construction may proceed, providing it complies with the Contract Documents.
2. **Make Corrections Noted (MCN).** If a Submittal is returned to the CONTRACTOR marked "Make Corrections Noted" or "MCN", then the CONTRACTOR shall make

the corrections on the Submittal, but formal revision and resubmission will not be required. When “MCN” is indicated, the CONTRACTOR is advised that fabrication, manufacture, or construction may proceed, providing it complies with the Engineer’s notation(s) and the Contract Documents.

3. **Revise-Resubmit.** If a Submittal is returned to the CONTRACTOR marked “Revise-Resubmit”, then the CONTRACTOR shall revise and resubmit it. Resubmittals shall clearly identify all revisions. A resubmitted Submittal shall be fully complete in a manner like the original Submittal, and the Submittal given the same Submittal number with a upgrade to the revision identifier. When “Revise-Resubmit” is indicated no work shall be fabricated, manufactured, or constructed until the Submittal is acceptable.
4. **Rejected-Resubmit.** If a Submittal is returned to the CONTRACTOR marked “Rejected-Resubmit”, then it means either that the proposed material or product does not satisfy the Contract Documents, the Submittal is so incomplete that it cannot be reviewed, or the Submittal is a Substitution Request not submitted in accordance with the Contract Documents. Resubmittals shall clearly identify all revisions. When “Rejected-Resubmit” is indicated no work shall be fabricated, manufactured, or constructed until the Submittal is acceptable.
5. **Record Copy.** If a Submittal is returned to the CONTRACTOR marked “Record Copy”, then it signifies the Engineer accepts the Submittal as an Information Submittal and has not processed it as an Action Submittal. Record Copy disposition does not signify an accepted Submittal. Record Copy Submittals shall not be used for fabrication or construction.

#### 1.10 RESUBMITTALS

- A. CONTRACTOR shall accept full responsibility for the completeness of each resubmittal. Partial resubmittals may be returned without review. CONTRACTOR shall verify that all corrected data and additional information previously requested by Engineer are provided on the resubmittal. Resubmittals shall be in an organized and consistent format.
- B. When corrected copies are resubmitted, CONTRACTOR shall direct specific attention to all revisions in writing and shall list separately any revisions made other than those called for by Engineer within the Engineer’s response on previous Submittals. Revisions shall be clouded or otherwise clearly marked. Requirements specified for initial Submittals shall also apply to resubmittals.
- C. Resubmittals numbering shall be similar to that described for electronic file naming protocols described in **Part 1.8** above. CONTRACTOR shall coordinate with the Engineer for the protocols to use for identifying resubmittals.
- D. The need for more than one resubmittal, or any other delay in obtaining Engineer’s review of Submittals, will not entitle CONTRACTOR to extension of the Contract Times un-

less delay of the Work is the direct result of a change in the Work authorized by a Change Order or failure of the AGENCY to review and return any Submittal to CONTRACTOR within the specified review period. Review durations for resubmittals are the same as for initial Submittals unless otherwise approved by the Engineer.

E. Repeated resubmittals due to CONTRACTOR error shall be at CONTRACTOR expense.

**PART 2 -- PRODUCTS**

(NOT USED)

**PART 3 -- EXECUTION**

(NOT USED)

<< End of Section >>

## SECTION 01 40 00

### QUALITY REQUIREMENTS

#### **PART 1 -- GENERAL**

##### 1.1 QUALITY CONTROL AND QUALITY ASSURANCE

- A. The CONTRACTOR is responsible for Quality Control of their own work and the work of Suppliers and Subcontractors. The CONTRACTOR shall provide tests and reports described in this Section or that may be required and described in any Section of the Specifications. An independent Testing Laboratory (Testing Lab) shall conduct the field and/or laboratory testing of the CONTRACTOR'S Quality Control Plan. The CONTRACTOR shall include the cost in the bid price to provide an independent testing services, and said costs shall be included within the individual Bid items that the verification of quality is required.
- B. The AGENCY is responsible for Quality Assurance of materials incorporated into the Project's Work and may coordinate with an independent Testing Lab for shop and/or field and laboratory testing to verify the CONTRACTOR'S work quality. The CONTRACTOR shall make available and deliver to the AGENCY, at the CONTRACTOR'S expense, all materials to be tested. The CONTRACTOR shall provide the labor necessary to supply samples and assist in making tests as required by the Engineer.

##### 1.2 QUALITY CONTROL PLAN

- A. CONTRACTOR shall prepare a Quality Control Plan outlining the sampling, testing, and laboratory testing or analyses to confirm the quality of work for the technical requirements specified in the Contract Documents. The Quality Control Plan shall identify the following:
  - 1. The name of the independent Testing Lab(s) for each quality monitored item.
  - 2. The material to be sampled and/or tested, the Specification Section and Part requiring the testing, the testing standard specified, the specified frequency of the testing, and the specified acceptance limits associated with the test.
  - 3. The administrative submittals of documents that support quality monitoring of materials and personnel, for example: mill certifications for metals, welding operators qualifications, welding procedures specifications, etc.

##### 1.3 SUBMITTALS

- A. CONTRACTOR shall submit the Quality Control Plan to the AGENCY for review and approval.

##### 1.4 REGULATORY INSPECTORS MONITORING QUALITY AT AGENCY'S DAMS

- A. If the Project is not associated with either San Antonio Dam in Monterey County or Nacimiento Dam in San Luis Obispo County, then this **Part 1.3** of this Section does not apply.
- B. The AGENCY owns and operates Nacimiento Dam and San Antonio Dam and each are under the jurisdiction of and regulated by the California Department of Water Resources, Division of Safety of Dams (DSOD). Nacimiento Dam is also under the jurisdiction of and regulated by the Federal Energy Regulatory Commission (FERC). If this Project is at either one of these dams, then the CONTRACTOR should expect that personnel from these agencies will inspect elements of the Work during construction including the materials being incorporated into the Work, as well as test results and documentations associated with the Project.
- C. DSOD or FERC will, from time to time, inspect elements of the Work during construction including the materials being incorporated in the Work as well as test results and documentation associated with the Project. The CONTRACTOR shall cooperate with the AGENCY by giving 72-hours' notice of any inspection or review that is required to be performed by DSOD or FERC in order to avoid delaying the Work and to assure the AGENCY has sufficient time to coordinate with DSOD or FERC.
- D. The CONTRACTOR shall cooperate with the Engineer in coordination of DSOD's or FERC's inspections. All communications with DSOD or FERC shall be by the Engineer. Copies of all inspection scheduling of DSOD or FERC will be furnished to the CONTRACTOR by the Engineer upon request.

#### 1.5 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes or these Contract Documents.
- B. Conform to reference standards by date of issue current on the date of Contract Documents, or date specified in the individual Specification Sections, except where a specified date is established by code.
- C. The contractual relationship, duties, and responsibilities of the parties in the Contract and those of the Engineer shall not be altered from the Contract Documents by mentioning or inference otherwise in any reference document.

#### 1.6 TESTING STANDARDS AND TESTING FREQUENCY

- A. Refer to the individual Specification Sections for the testing standards and testing frequency associated with quality control monitoring.

### **PART 2 -- PRODUCTS**

(NOT USED)

## **PART 3 -- EXECUTION**

### **3.1 CONTRACTOR'S RESPONSIBILITIES**

- A. Make available and deliver to either the CONTRACTOR'S or AGENCY'S Testing Lab, at the CONTRACTOR's expense, all materials to be tested.
- B. Coordinating with the Engineer when quality monitoring testing is expected. Provide the Engineer a minimum of 48-hours notice.
- C. All Quality Control testing independent of the AGENCY'S Quality Assurance testing.
- D. Provide labor necessary to supply samples and assist in making tests associated with either the CONTRACTOR'S or AGENCY'S quality monitoring efforts.
- E. Advise Testing Lab of the identity of material sources.
- F. Instruct Suppliers to allow inspections by the laboratory if so desired by the AGENCY.

### **3.2 CONTRACTOR'S QUALITY CONTROL OF INSTALLATION**

- A. Monitor quality control over Suppliers, manufacturers, products, services, Site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturer' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, then request clarification from Engineer before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

### **3.3 CONTRACTOR'S QUALITY CONTROL OF TOLERANCES**

- A. Monitor tolerance control of installed products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, then request clarification from Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in-place.

### **3.4 CONTRACTOR'S RESPONSIBILITIES IF QUALITY MONITORING DISCOVERS DEFECTIVE WORK**

- A. Defective Work or Work that fails to conform to the Contract Documents shall be corrected by the CONTRACTOR at the CONTRACTOR's sole expense. Corrective work shall not be cause for delay in the Project Schedule.
- B. Pay all costs of retesting when test results indicate nonconformance with Contract requirements.
- C. Restore all surfaces and areas disturbed by testing operations to conditions existing before testing.
- D. Defective Work discovered at the time of testing (example: soil density testing, concrete placement, etc.) shall be immediately corrected as directed by the Engineer. Defective Work discovered Days after the Work was completed or partially completed (example: nondestructive testing of welds, concrete cylinder compressive testing, etc.) will result in the issuance of a Nonconformance Report by the AGENCY at the discretion of the Engineer, and the CONTRACTOR shall execute the remedy to correct the defective Work as noted in the Nonconformance Report.

<< End of Section >>

## SECTION 01 41 26

### PERMIT REQUIREMENTS

#### PART 1 -- GENERAL

##### 1.1 SUMMARY

- A. This Section specifies requirements for obtaining, paying for, and complying with all Permits, licenses, approvals, and regulatory authorizations necessary for execution of the Work.
- B. Requirements include coordination with authorities having jurisdiction (AHJs), documentation submittals, posting of Permits, and closeout obligations.

##### 1.2 REFERENCES AND ABBREVIATIONS

- A. California Code of Regulations (CCR), Titles 8, 14, 17, 19, 22, and 24
- B. California Public Contract Code (PCC)
- C. California Vehicle Code (oversize/overweight transport Permits)
- D. State Water Resources Control Board (SWRCB) – Construction General Permit (CGP)
- E. Local Air District Rules per the local Air Quality Management District (AQMD)
- F. Local Building, Fire, and Public Works Codes
- G. Cal/OSHA requirements for trenching, shoring, confined space, and hazardous materials
- H. CDFW – California Department of Fish and Wildlife
- I. RWQCB – Regional Water Quality Control Board
- J. USACE – United States Army Corps of Engineers

##### 1.3 DEFINITIONS

- A. **Authority Having Jurisdiction (AHJ)** – Any federal, state, regional, county, or municipal agency with regulatory authority over the Work.
- B. **Permit** – Any written authorization, license, certification, or approval required to perform the Work.
- C. **AGENCY-Obtained Permits** – Permits expressly identified in the Contract Documents as being secured by the AGENCY.

##### 1.4 PERMIT RESPONSIBILITY MATRIX

- A. CONTRACTOR Responsibilities

1. Develop a Permit Plan which shall identify:
  - a. All required Permits
  - b. AHJ for each Permit
  - c. Responsible party (AGENCY or CONTRACTOR)
  - d. Required lead time
  - e. Anticipated inspection requirements
  - f. Status updates
2. Obtain and pay for all Permits required for construction means, methods, operations, and temporary facilities, including but not limited to:
  - a. Construction-related encroachment Permits
  - b. Traffic control Permits
  - c. Haul route and oversize/overweight load Permits
  - d. Dewatering Permits (if applicable)
  - e. Dust control Permits and notifications
  - f. Portable equipment registration (PERP) or local air district Permits
  - g. Cal/OSHA Permits (e.g., tower cranes, pressure vessels, trenching depths exceeding five (5) feet, if required)
  - h. Waste disposal Permits and manifests
  - i. Fire Department hot-work Permits
  - j. Temporary power, water, and utility connection Permits
3. Prepare and submit all documentation required by AHJ's.
4. Coordinate inspections required by the Permits.
5. Maintain compliance with all Permit conditions throughout the Work.
6. Maintain copies of all Permits at the Site.
7. Comply with all conditions, mitigation measures, monitoring requirements, and reporting obligations contained in AGENCY-obtained Permits.

8. Provide all labor, materials, and incidentals necessary to implement Permit conditions unless specifically stated otherwise.

B. AGENCY Responsibilities

1. Obtain and pay for Permits explicitly identified as AGENCY-obtained, including:
  - a. CEQA/NEPA approvals (if not already completed)
  - b. Environmental resource agency Permits (e.g., USACE 404, CDFW 1602, RWQCB 401) when pre-obtained by AGENCY
  - c. Land-use entitlements or building Permits when stated in the Contract Documents
2. Provide CONTRACTOR with copies of AGENCY-obtained Permits and associated conditions.

1.5 SUBMITTALS

- A. Permit Plan. A preliminary Permit Plan shall be submitted in association with the Preconstruction Conference (refer to Specification **Section 01 33 00, "Submittal Procedures"**.)
- B. Copies of all CONTRACTOR-obtained Permits prior to performing related Work.
- C. Submit evidence of Permit closure, final inspections, and regulatory sign-offs at Project closeout.

1.6 ENFORCEMENT AND NON-COMPLIANCE

- A. Work performed without required Permits shall be immediately suspended at no cost to the AGENCY.
- B. CONTRACTOR shall bear all costs associated with:
  1. Stop-work orders
  2. Fines or penalties
  3. Corrective actions
  4. Re-inspection fees
- C. CONTRACTOR shall indemnify and hold harmless the AGENCY from permit-related violations arising from CONTRACTOR'S operations.

**PART 2 -- PRODUCTS**

(NOT USED)

**PART 3 -- EXECUTION**

### 3.1 GENERAL REQUIREMENTS

- A. Obtain Permits in sufficient time to avoid delays.
- B. Post Permits conspicuously at the Site as required by AHJs.
- C. Coordinate Permit-related inspections with AGENCY at least 48 hours in advance.
- D. Maintain all required records, logs, and monitoring documentation.

### 3.2 ENVIRONMENTAL PERMIT COMPLIANCE

- A. Implement all Best Management Practices (BMPs) required by SWPPP, CGP, or RWQCB orders.
- B. Comply with dust control requirements, including:
  - 1. Daily logs
  - 2. Watering frequency
  - 3. Track-out prevention
  - 4. AQMD notifications
- C. Comply with noise, vibration, and work-hour restrictions imposed by local ordinances or Permit conditions.

### 3.3 UTILITY AND PUBLIC RIGHT-OF-WAY PERMITS

- A. Coordinate with utility agencies for shutdowns, tie-ins, and inspections.
- B. Maintain traffic control in accordance with the approved traffic control Permit and MUTCD/Caltrans standards.
- C. Restore public right-of-way per Permit conditions.

### 3.4 FINALIZATION OF PERMITS

- A. Ensure all required inspections are completed.
- B. Submit final sign-offs, closure letters, and compliance certifications.
- C. Remove posted Permits only after authorization from the AGENCY.

<< End of Section >>

## SECTION 01 50 00

### TEMPORARY FACILITIES AND CONTROLS

#### **PART 1 -- GENERAL**

##### 1.1 SUMMARY

This Section specifies requirements for temporary construction-related facilities; and environmental, safety, and public-protection controls necessary to execute the Work. All costs for the temporary facilities and controls shall be borne by the CONTRACTOR.

##### 1.2 SUBMITTALS

A. Temporary Facilities Plan. The plan shall include:

1. Sketch of construction staging area and callouts for construction field office facilities, fuel storage, fueling locations, temporary utility connections, etc.
2. Identification of the sources for potable water, construction water, electrical power, sanitary facilities, communication, and internet services.

B. Existing Facilities Protection Plan. This plan shall identify the protection of all existing facilities located within the Project Site. Coordinate with Underground Service Alert to aid in surface-location of underground utilities, and coordinate with utility owners for the protection thereof or temporary relocation thereof as necessary. The plan shall address protection of rights-of-way, streets and roadway markers, restoration of pavements, and trees, shrubs, and other greenery.

C. Temporary Controls Plan. The plan shall include:

1. Stormwater BMPs
2. Dust control measures
3. Noise and vibration mitigation
4. Traffic and pedestrian control
5. Protection of utilities and adjacent properties
6. Fire prevention and hot-work controls

D. Logs and Documentation

1. Dust control logs
2. SWPPP inspection reports
3. Traffic control certifications

4. Waste disposal manifests
5. Equipment emission certifications (PERP or local permits)

### 1.3 TEMPORARY FACILITIES

- A. Construction Field Office(s). During the performance of this Contract, CONTRACTOR shall maintain a suitable office at or near the Site which shall be the headquarters of its representative authorized to receive drawings, instructions, or other communication or articles. Any communication given to the said representative or delivered at CONTRACTOR'S office at the Site in the representative's absence shall be deemed to have been delivered to CONTRACTOR.

Copies of the Drawings, Specifications, and other Contract Documents shall be kept at CONTRACTOR'S office at the Site and available for use at all times.

The CONTRACTOR shall supply an Engineer's field office either inclusive within the CONTRACTOR'S field office facility or as a separate facility. The Engineer's field office shall be furnished with a desk and desk chair, four-drawer steel filing cabinet, a document laydown table, and minimum of three chairs to accommodate visitors for meetings.

The Construction Field Office(s) shall be provided with electrical power for heating and cooling controls, lighting and power; potable water; sanitary facilities; internet communications; and land communications if located within a area lacking cellular service.

Construction Field Office(s) shall be lockable and secure facilities. Provide the Engineer with a set of keys to the office where they will conduct their work. The need for security fencing shall be assessed by the CONTRACTOR to improve protection of the Construction Field Office.

CONTRACTOR shall coordinate weekly cleaning of the construction field office(s) facilities.

- B. Site Utilities. CONTRACTOR shall provide the following site utilities for performing the Work:
1. Water – All water, including potable for personnel and whereas specified, and construction-related required for and in connection with the Work to be performed.
  2. Electrical Power – All power for heating, lighting, operation of CONTRACTOR'S plant, equipment, or tools.
  3. Voice and Data Services – As required to execute the administrative construction duties by both the CONTRACTOR and the AGENCY.
  4. Sanitary Facilities – For the needs of all construction workers, authorized visitors, and AGENCY personnel. Regular maintenance of sanitary facilities shall be a minimum of weekly, or more frequently if the quantity of Site personnel warrant it.
  5. Waste and Debris – Disposal of all waste and debris shall be managed through regular collection of such materials and haul-off to permitted landfill.

- C. Security. CONTRACTOR shall be responsible for protection of the Site, and all Work, materials, equipment, and existing facilities thereon, against vandals and other unauthorized persons. No Claim shall be made against AGENCY by reason of any act of an employee or trespasser, and CONTRACTOR shall make good all damage to AGENCY'S property, included AGENCY'S AUTHORIZED AGENTS, resulting from CONTRACTOR'S failure to provide security measures as specified. Security measures shall include such additional security fencing, barricades, lighting, watchman services, and other measures as required to protect the Site.
- D. Access Road. CONTRACTOR shall establish and maintain temporary access roads to various parts of the Site as required to complete the Project. Such roads shall be available for the use of all others performing work or furnishing services in connection with the Project.
- E. Parking. CONTRACTOR shall provide and maintain suitable parking areas for the use of all workers and others performing work or furnishing services in connection with the Project, as required to avoid any need for parking personal vehicles where they may interfere with public traffic, AGENCY'S operations, or construction activities.
- F. Barricades and Lights. All streets, roads, highways, and other public thoroughfares which are closed to traffic shall be protected by effective barricades on which shall be placed acceptable warning signs. Barricades shall be located at the nearest intersecting public highway or street on each side of the blocked section.

All open trenches and other excavations shall have suitable barricades, signs, and lights to provide adequate protection to the public. Obstructions, such as material piles and equipment, shall be provided with similar warning signs and lights.

All barricades and obstructions shall be illuminated with warning lights from sunset to sunrise. Material storage and conduct of the Work on or alongside public streets and highways shall cause the minimum obstruction and inconvenience to the traveling public.

All barricades, signs, lights, and other protective devices shall be installed and maintained in conformity with applicable statutory requirements and, where within railroad and highway rights-of-way, as required by the authority having jurisdiction.

- G. Construction Aids. CONTRACTOR shall furnish, install, maintain, and operate all construction aids required by it and its Subcontractors in the performance of the Work. These also include construction aids to protect existing facilities from damages during the performance of the Work.
- H. Fences. All existing fences affected by the Work shall be maintained by CONTRACTOR until completion of the Work. Fences which interfere with construction operations shall not be relocated or dismantled until written permission is obtained from the owner of the fence, and the period the fence may be left relocated or dismantled has been agreed upon. Where fences must be maintained across the construction easement, adequate gates shall be installed. Gates shall be kept closed and locked at all times when not in use.

On completion of the Work across any tract of land, CONTRACTOR shall restore all fences to their original or to a better condition and to their original locations.

## 1.4 TEMPORARY CONTROLS

- A. Pollution Control. CONTRACTOR shall prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris, and other substances resulting from construction activities. No sanitary wastes shall be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris, or other substance shall be permitted to enter sanitary sewers, and reasonable measures shall be taken to prevent such materials from entering any drain or watercourse.
- B. Dust Control. CONTRACTOR shall take reasonable measures to prevent unnecessary dust. Earth surfaces subject to dusting shall be kept moist with water or by application of a chemical dust suppressant. When practicable, dusty materials in piles or in transit shall be covered to prevent blowing dust.

Buildings or operating facilities which may be affected adversely by dust shall be adequately protected from dust. Existing or new machinery, motors, instrument panels, or similar equipment shall be protected by suitable dust screens. Proper ventilation shall be included with dust screens.

- C. Rubbish Control. CONTRACTOR shall keep the Site and other areas for which it is responsible in a neat and clean condition and free from any accumulation of rubbish. The CONTRACTOR shall dispose of rubbish and waste materials of any nature and shall establish regular intervals of collection and disposal of such materials and waste. The CONTRACTOR shall also keep its haul roads free from dirt, rubbish, and unnecessary obstructions resulting from its operations. Disposal of rubbish and surplus materials shall be off the Site in accordance with local codes and ordinances governing locations and methods of disposal and in conformance with applicable safety laws and the requirements of Part 1926 of the OSHA Safety and Health Standards for Construction.
- D. Quality Assurance. CONTRACTOR'S personnel performing temporary control work shall be trained and qualified. SWPPP Qualified SWPPP Practitioner (QSP) required where CGP applies. Traffic control supervisors shall be certified per Caltrans or local requirements.

## PART 2 -- PRODUCTS

### 2.1 MATERIALS

- A. Silt fence, fiber rolls, gravel bags, inlet protection devices
- B. Dust control water trucks, soil stabilizers, track-out pads
- C. Temporary fencing, barricades, cones, and signage
- D. Noise blankets or temporary sound barriers
- E. Spill kits, absorbents, and containment materials

### 2.2 EQUIPMENT

- A. Street sweepers
- B. Water trucks
- C. Portable lighting (shielded to minimize spillover)
- D. Noise-reduced generators or PERP-registered equipment

### **PART 3 -- EXECUTION**

#### **3.1 GENERAL**

- A. Mobilize temporary facilities and implement temporary controls prior to starting related Work.
- B. Maintain controls in effective condition throughout the Project.
- C. Remove temporary controls only when authorized by the AGENCY.

#### **3.2 STORMWATER AND EROSION CONTROL**

- A. Install BMPs per SWPPP and CGP requirements.
- B. Maintain BMPs, including:
  - 1. Perimeter controls
  - 2. Inlet protection
  - 3. Stabilized construction entrance
  - 4. Stockpile covers
- C. Perform inspections and complete logs as required.

#### **3.3 DUST AND AIR QUALITY CONTROL**

- A. Implement dust suppression measures, including:
  - 1. Watering at required frequencies
  - 2. Covering haul trucks
  - 3. Preventing track-out
  - 4. Limiting vehicle speeds
- B. Comply with local Air District rules for visible emissions and equipment registration.

#### **3.4 NOISE AND VIBRATION CONTROL**

- A. Comply with local noise ordinances and permit conditions.
- B. Use noise-reduced equipment where feasible.
- C. Provide temporary sound barriers when required.

### 3.5 TRAFFIC AND PEDESTRIAN CONTROL

- A. Implement traffic control per approved plans and permits.
- B. Maintain safe pedestrian access at all times.
- C. Coordinate lane closures with the AGENCY and AHJs.

### 3.6 PROTECTION OF EXISTING FACILITIES

- A. Protect utilities, structures, pavements, and vegetation.
- B. Provide temporary shoring, bracing, or barriers as needed.
- C. Repair damage caused by CONTRACTOR'S operations at no cost to the AGENCY.

### 3.7 FIRE PREVENTION AND HAZARDOUS MATERIALS CONTROL

- A. Maintain fire extinguishers and hot-work permits.
- B. Store flammable materials per Fire Department requirements.
- C. Provide spill containment and cleanup materials.

### 3.8 REMOVAL OF TEMPORARY CONTROLS

- A. Remove temporary controls when no longer required.
- B. Restore affected areas to original or specified condition.
- C. Dispose of materials in accordance with waste management requirements.

<< End of Section >>

SECTION 01 64 00

AGENCY-FURNISHED EQUIPMENT

**PART 1 -- GENERAL**

1.01 GENERAL

A. AGENCY will furnish the following types of equipment or materials for incorporation into the Work by the CONTRACTOR unless otherwise noted:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

B. AFE estimated delivery dates are specified in **Table 1**.

C. CONTRACTOR shall accept transfer and responsibility of the AFE upon delivery.

D. The CONTRACTOR shall be prepared to receive the delivery of AFE and store the AFE up to 90 Days prior to the delivery dates specified.

TABLE 1. DELIVERY SCHEDULE FOR EQUIPMENT OR MATERIALS

Specification Number <sup>1</sup>	Description of Equipment or Materials	Estimated Delivery Date

1.02 DEFINITIONS

A. AFE – AGENCY-Furnished Equipment

**PART 2 -- PRODUCTS**

(NOT USED)

**PART 3 -- EXECUTION**

1.01 DELIVERY, STORAGE, AND HANDLING

<sup>1</sup> This refers to the contract documents that procured the equipment or materials.

- A. The delivery point will be the CONTRACTOR'S normal storage areas. AFE will be delivered in or on trucks at the Site or at a site coordinated and approved by the Engineer. CONTRACTOR shall be liable to AGENCY for demurrage or delay expense if trucks are not unloaded within two (2) working hours of the time they arrive for unloading. Separate payment will not be made to the CONTRACTOR for unloading, storing, and handling AFE. Payment for such work shall be included in the Bid Items associated with the installation of the AFE.
- B. CONTRACTOR shall inspect the items as they arrive and as they are unloaded. The Engineer shall be immediately notified of evidence of freight damage so that it can be noted on freight bills. When required for proper inspection, AFE items shall be unpackaged and jointly inspected by the CONTRACTOR and the Engineer for damage and for completeness against the packing list and manufacturers' assembly drawings. Protection and packaging shall then be replaced and the AFE items shall be placed into storage.
- C. The CONTRACTOR and Engineer will jointly check the bills of lading and packing lists with the materials and equipment delivered. CONTRACTOR shall provide an annotated list of the materials received for joint signatures. Within 48 hours after receipt of AFE, the CONTRACTOR shall notify the Engineer in writing of the CONTRACTOR'S assessment of shortage of or damage to the materials or equipment delivered.
- D. CONTRACTOR shall provide satisfactory protection of the AFE.
1. Protection of materials and equipment shall ensure the preservation of the quality and fitness for the work and shall accommodate inspection. The CONTRACTOR shall follow the manufacturer's printed recommendations for handling and storage.
  2. If the Engineer determines that satisfactory protection is not being provided by the CONTRACTOR, the Engineer may direct the CONTRACTOR to provide enclosures, covers, or other protection. If the CONTRACTOR fails to provide the protection directed by the Engineer, the protection may be provided by the AGENCY at the cost will be backcharged to the CONTRACTOR.
  3. Prior to storage, all protective wrapping, coating and packaging shall be inspected for damage. Damaged wrappings, coating and packaging shall be repaired or replaced as directed by the Engineer.
  4. Equipment susceptible to damage by the elements shall be placed in acceptable weatherproof storage enclosures until required for installation. The CONTRACTOR shall store all electrical equipment, motors, control panels, electrical cabinets, controllers, oil reservoirs, hydraulic power units, and wire rope in temperature and humidity controlled storage buildings.
  5. Small and loose parts which could be lost, stolen, damaged or misused shall be stored indoors. Materials and equipment stored outdoors shall be stored off the ground on platforms or shoring.
  6. Items that can be degraded by ultraviolet light from the sun shall be stored in opaque sealed containers or indoors. Improperly stored materials that are

degraded by exposure to ultraviolet light shall be replaced at the CONTRACTOR'S expense as directed by the Engineer.

- E. AFE lost or damaged (including damage resulting from exposure to the elements) after delivery to the CONTRACTOR, shall be replaced or repaired by the CONTRACTOR in a manner subject to the approval of the Engineer.
- F. The CONTRACTOR shall be charged for AFE that is not used in the Work and is not returned to the AGENCY.

<< End of Section >>

SECTION 01 77 00

CONTRACT CLOSEOUT PROCEDURES

**PART 1 -- GENERAL**

1.1 GENERAL

- A. This Section describes the Project closeout requirements and procedures.
- B. Refer to **Document 00 52 00, "Agreement", Exhibit B, "Contract Price and Payment Provisions"**, for final payment application requirements.

1.2 SUBMITTALS

- A. The CONTRACTOR, prior to requesting final payment, shall obtain and submit the following items to the AGENCY:
  - 1. One complete set of full-size marked-up as-built drawings.
  - 2. "Release of Liens" from all Subcontractors, materialmen, fabricators, suppliers, and labor suppliers.
  - 3. Final "As-Constructed" project CPM Update Project Schedule showing actual start and finish dates.
  - 4. All remaining original field survey notes and drawings.
  - 5. All unused AGENCY-Furnished Equipment and materials
  - 6. All keys to permanent gates and locks.
  - 7. All remaining Operation and Maintenance manuals.
  - 8. Maintenance stock items, spare parts, and special tools.
  - 9. Certification indicating the Project is complete and in accordance with the Drawings and Specifications.
  - 10. All manufacturers' guarantees and warranties.
  - 11. All mill certifications and test data
  - 12. Final completed punch list.
  - 13. Final Project pay estimate.

**PART 2 -- PRODUCTS**

(NOT USED)

## **PART 3 -- EXECUTION**

### **3.1 CLOSEOUT SCHEDULE AND PROCEDURES**

#### **A. Requirements Preparatory to Final Inspection:**

1. The CONTRACTOR shall request the Engineer to perform a preliminary inspection for the purpose of determining the state of completion of the Project. The CONTRACTOR shall notify the Engineer at least seven (7) Days in advance of the time the CONTRACTOR would like the inspection to be performed. Prior to the Engineering performing such inspection, the CONTRACTOR shall provide the Engineer with the CONTRACTOR'S punch list, listing the CONTRACTOR'S observed contract deficiencies. If the punch list prepared by the CONTRACTOR is adequate in the opinion of the Engineer and does not contain an excessive number of items or items of uncompleted Work, the Engineer will perform pre-final inspection and prepare a final punch list of work to be performed, corrected, or completed before the Project will be accepted. All work on the final punch list shall be completed by the CONTRACTOR prior to final inspection.
2. All temporary facilities shall be removed from the Site, except as may be required for the performance of work expected to appear on the punch list.
3. The site and all applicable appurtenances and improvements shall be completely cleaned to the satisfaction of the Engineer.

- B. After all requirements preparatory to the final inspection have been completed as specified in this Section, the CONTRACTOR shall request the Engineer to perform the final inspection. Notice shall be given at least seven (7) Days in advance of the time the final inspection is to be performed.

### **3.2 CLEANUP**

- A. The area within the limits of the Project and all ground occupied by the CONTRACTOR in connection with the Work shall be left in a neat and presentable condition. The CONTRACTOR shall remove all rubbish, surplus materials, discarded materials, falsework, temporary structures, equipment, and debris.
- B. The CONTRACTOR shall not remove warning, regulatory, and guide signs without the approval of the Engineer.
- C. The CONTRACTOR shall clean out all open culverts, ditches, drains, inlets, catch basins, manholes, and valve chambers, within the limits of the Project, or dirt and debris of any kind which is the result of the CONTRACTOR'S operations including storm water runoff.

### **3.3 FINAL CLEANUP**

- A. The CONTRACTOR shall properly remove from AGENCY'S Project Site all rubbish, unused materials, equipment, and temporary structures and facilities used during the performance of this Work to offsite disposal areas. Final acceptance of the Work by AGENCY will be

withheld until the CONTRACTOR has satisfactorily complied with the foregoing requirements for final cleanup of the Site.

<< End of Section >>

Draft

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**EXHIBITS TO THE AGREEMENT**

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**EXHIBIT D – DRAWINGS**

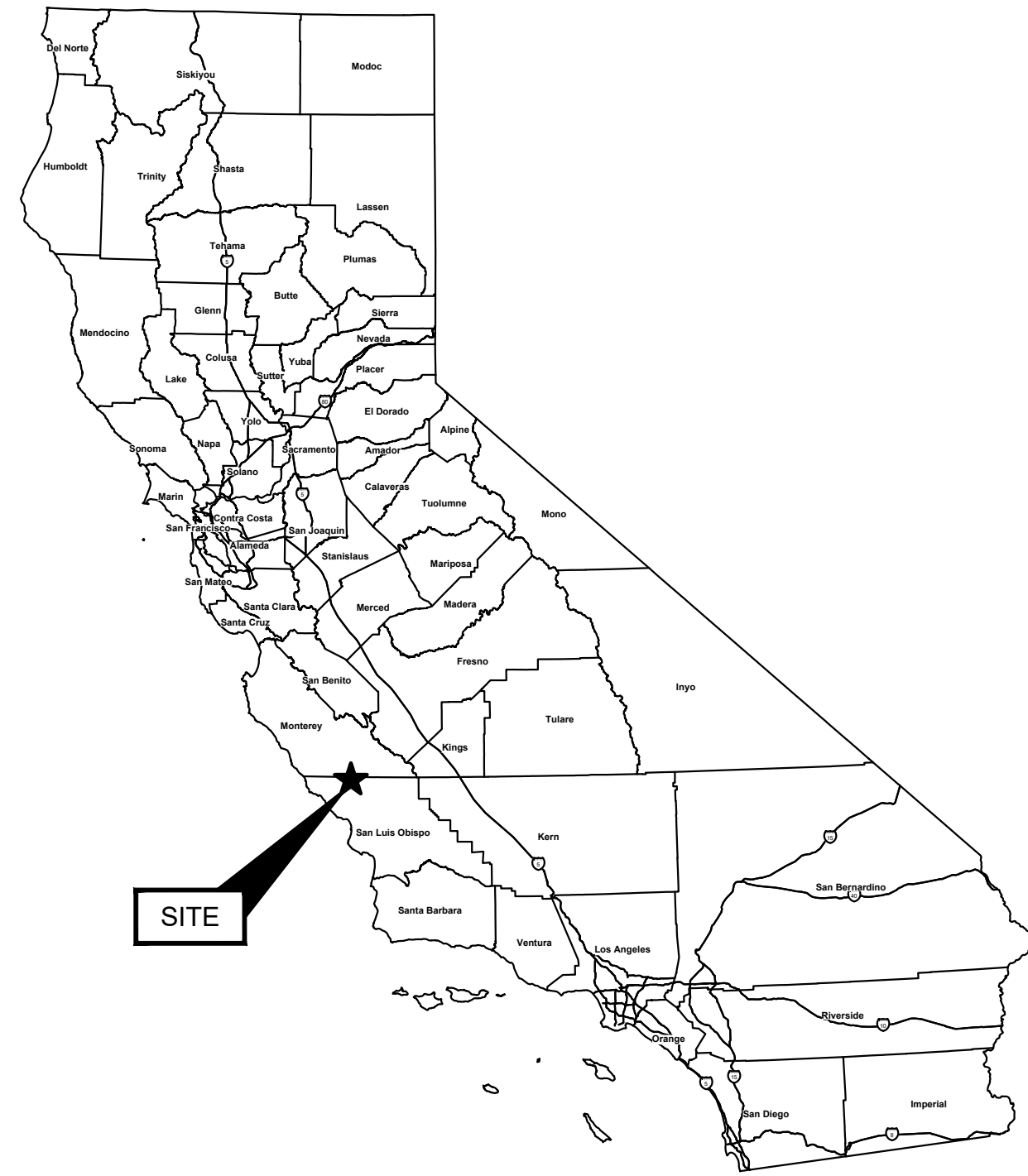
**List of Drawings**

(Note: The Drawings for a large Contract Document package will be published as a separate document)

<b>Drawing Number</b>	<b>Drawing Title</b>
01	COVER PAGE
02	GENERAL NOTES AND SPECIFICATIONS
03	OVERALL SITE PLAN
04	SITE 1 PLAN AND PROFILE
05	SITE 2 PLAN AND PROFILE
06	SITE 3 PLAN AND PROFILE
07	DETAILS AND TYPICAL SECTIONS

# NACIMIENTO DAM - SOUTH ACCESS ROAD REPAIRS

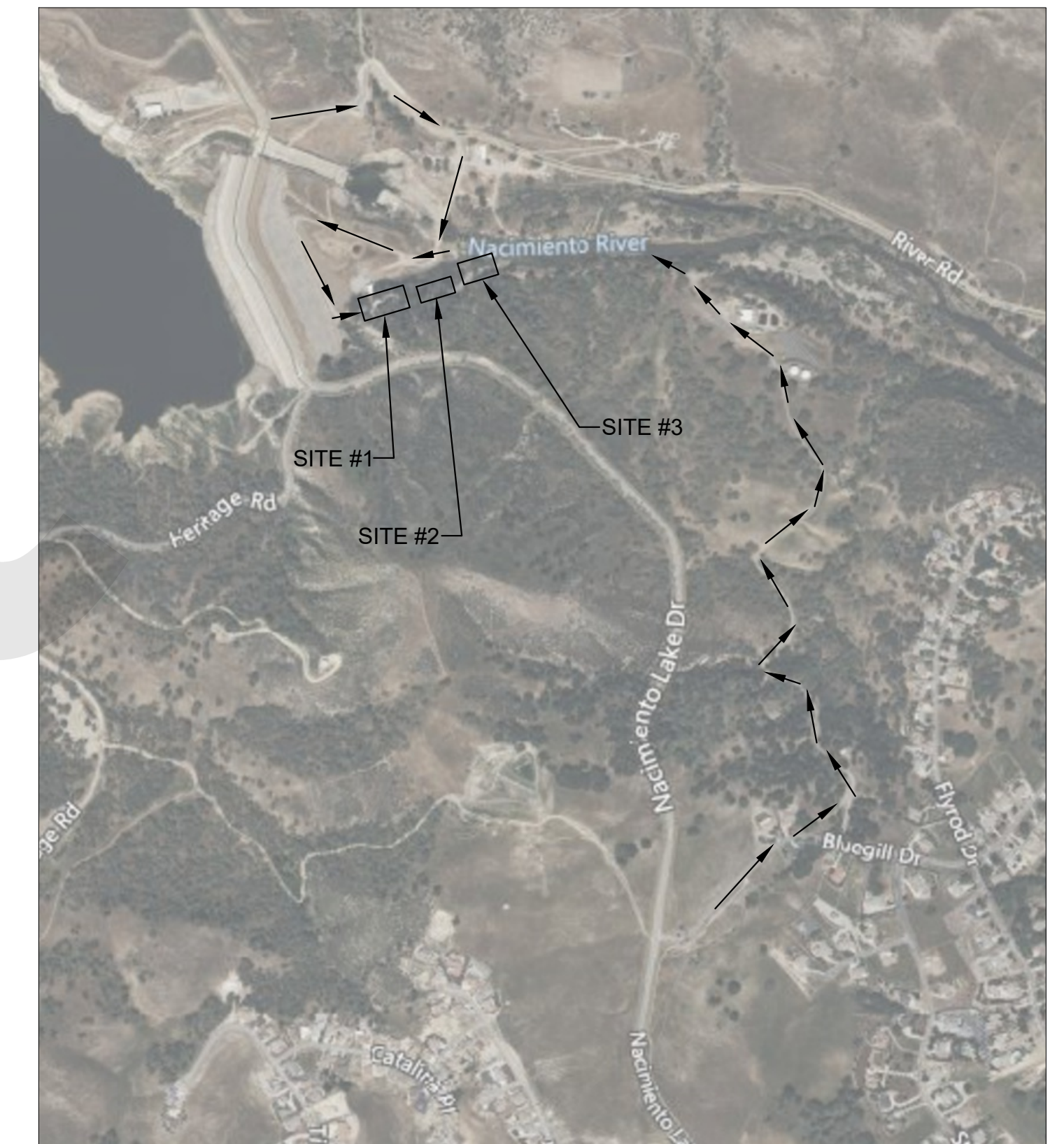
PASO ROBLES, CALIFORNIA



STATE MAP  
(NOT TO SCALE)



SITE LOCATION MAP  
(NOT TO SCALE)



VICINITY MAP  
(NOT TO SCALE)

ACCESS ROUTES

PREPARED FOR:

MONTEREY COUNTY WATER  
RESOURCES AGENCY  
1441 SCHILLING PL, FLOOR 1  
SALINAS, CA 93901  
(831)-755-4860

PREPARED BY:

GEI CONSULTANTS, INC.  
180 GRAND AVE. SUITE 950  
OAKLAND, CA 94612  
(510)350-2900



**SHEET INDEX**

SHEET NO.	TITLE
01	COVER PAGE
02	GENERAL NOTES AND SPECIFICATIONS
03	OVERALL SITE PLAN
04	SITE #1 PLAN AND PROFILE
05	SITE #2 PLAN AND PROFILE
06	SITE #3 PLAN AND PROFILE
07	DETAILS AND TYPICAL SECTIONS

VELASQUEZ, COLE in:\working\monterey county water\2300301 mcrwa f22\_23 nacimiento storm damage\00\_CAD\Design\Sheets\01 COVER PAGE.dwg - 5/14/2026

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If this scale bar does not measure 1" then drawing is not original scale.



Exp. 12-31-27

Designed: S. MEYERS  
Drawn: C. VELASQUEZ  
Checked: L. SANSONE  
Approved: L. SANSONE  
P.E. No: C 59653  
GEI Project 2300301



MONTEREY COUNTY  
WATER RESOURCES  
AGENCY  
SALINAS, CALIFORNIA

**NACIMIENTO DAM  
SOUTH ACCESS ROAD  
REPAIRS**

PASO ROBLES, CALIFORNIA

NO	DATE	ISSUE/REVISION	APP
0	5/15/2026	ISSUED FOR BID	LS

SHEET NAME  
**COVER PAGE**

SHEET NO.  
**01**

**GENERAL NOTES:**

- THE USER OF THESE DRAWINGS ACKNOWLEDGES AND AGREES THAT THE ORIGINAL STAMPED RECORD SET OF CONSTRUCTION DOCUMENTS, AND NOT ANY ELECTRONIC VERSION THEREOF, IS THE CONTROLLING DESIGN DOCUMENT.
- TOPOGRAPHIC SURVEYS OF REPAIR AREAS IDENTIFIED AS "MCMILLAN SURVEY BOUNDARY" ON DRAWINGS ESTABLISHED FROM A SURVEY BY MCMILLAN LAND SURVEYS IN MARCH 2024. SURROUNDING TOPOGRAPHIC DATA SOURCED FROM DRONE SURVEY CONDUCTED IN 2023.
- CONTRACTOR SHALL RETAIN A CALIFORNIA LICENSED SURVEYOR TO VERIFY PRE-CONSTRUCTION TOPOGRAPHY AND PREPARE POST-CONSTRUCTION AS-BUILT SURVEYS FOR SITES 1, 2, AND 3. SURVEY LIMITS SHALL EXTEND A MINIMUM OF 10 FEET BEYOND THE MCMILLAN SURVEY BOUNDARIES. ALL SURVEY DATA SHALL BE SUBMITTED TO AND ACCEPTED BY THE ENGINEER.
- CONTRACTOR SHALL VERIFY ALL LINES, GRADES, UTILITIES, AND FIELD CONDITIONS PRIOR TO CONSTRUCTION. SURVEY CONTROL IS AS FOLLOWS:  
4.A. VERTICAL DATUM: NAVD88  
4.B. HORIZONTAL DATUM: NAD83
- NOTIFY UNDERGROUND SERVICE ALERT (USA) AT LEAST 72 HOURS BEFORE PERFORMING ANY DRILLING OR EXCAVATION.
- THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE LOCATION AND EXISTENCE OF ALL OVERHEAD AND UNDERGROUND UTILITIES AND FOR TAKING THE NECESSARY PRECAUTIONS IN THE EXECUTION OF THE WORK TO AVOID DAMAGING SAID UTILITIES.
- ALL WORKING DIMENSIONS SHALL BE TAKEN FROM THE NOTED DIMENSIONS OR BY ACTUAL MEASUREMENTS AT THE WORK SITE. IN NO CASE SHALL THE DIMENSIONS BE DETERMINED BY SCALING FROM THE PLANS.
- CONTRACTOR IS SOLELY RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, SAFETY, EXCAVATION SUPPORT, AND COMPLIANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS, INCLUDING CAL/OSHA.
- CONTRACTOR WORK HOURS SHALL BE BETWEEN 7 AM AND 5 PM MONDAY THROUGH FRIDAY, UNLESS OTHERWISE APPROVED BY OWNER.
- PROTECT NATIVE VEGETATION AND MINIMIZE DISTURBANCE OF NATIVE GROUND BEYOND THE LIMITS OF WORK.
- LOOSE EXCAVATED MATERIAL SHALL NOT BE PLACED OR STORED IN WATERWAYS OR STORM DRAIN CHANNELS. ALL EXCESS EXCAVATED SOIL AND MATERIALS SHALL BE REMOVED AND DISPOSED OF IN A PROPER AND LEGAL MANNER BY THE CONTRACTOR. ALL DISTURBED SURFACE AREAS SHALL BE SHAPED TO FACILITATE DRAINAGE AND AVOID PONDING.
- WALL ALIGNMENTS SHALL BE FIELD FITTED BY CONTRACTOR AND APPROVED BY ENGINEER. CONTRACTOR SHALL COORDINATE WITH ENGINEER TO ESTABLISH WALL ALIGNMENTS PRIOR TO STARTING WALL CONSTRUCTION. SEE INSPECTION HOLD POINT REQUIREMENTS.
- ALL REFERENCES TO GOVERNING CODES, STANDARDS AND SPECIFICATIONS SUCH AS CALTRANS, ASTM, AASHTO, CBC, AISC, ETC. SHALL BE THE LATEST EDITION AT THE TIME OF BIDDING.
- CONTRACTOR SHALL PROVIDE RED-LINE MARKED-UP AS-BUILT DRAWINGS AT CLOSEOUT SHOWING AS-BUILT CONDITIONS, INCLUDING SOIL NAIL WALL STATIONING AND ELEVATIONS, EARTHWORK STATIONING AND ELEVATIONS, AND ANY AS-BUILT CHANGES IN DIMENSIONS OR DETAILS SHOWN ON THE DRAWINGS. FINAL PAYMENT SHALL NOT BE MADE UNTIL ALL AS-BUILT DRAWINGS HAVE BEEN SUBMITTED AND APPROVED BY THE ENGINEER.

**EARTHWORK NOTES:**

- GRADED AREAS SHALL BE GRUBBED AND CLEARED OF ORGANICS AND TOPSOIL. ORGANICS AND TOPSOIL CAN BE STOCKPILED AND PLACED OUTSIDE ACCESS ROADS, AS APPROVED BY ENGINEER.
- CUT AND FILL VOLUMES SHALL BE BALANCED ON SITE TO THE EXTENT PRACTICABLE.
- FILL MATERIAL SHALL CONSIST OF ONSITE GENERATED MATERIAL AND SHALL BE FREE OF ORGANICS, DEBRIS LARGER THAN 3", AND OTHER DELETERIOUS MATERIAL. FILL MATERIAL SHALL HAVE A LIQUID LIMIT LESS THAN 40 AND PLASTIC INDEX LESS THAN 20.
- FINAL SURFACES SHALL BE PROOF ROLLED WITH A FULLY LOADED WATER TRUCK OR OTHER APPROVED VEHICLE. FINAL SURFACES SHALL BE FIRM AND UNYIELDING.
- RELATIVE COMPACTION (R.C.) SHALL BE DETERMINED BASED ON THE MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D1557. R.C. SHALL BE A MINIMUM OF 93%. MOISTURE CONTENT SHALL BE WITHIN ±2% OF OPTIMUM. R.C. AND MOISTURE CONTENT SHALL BE DETERMINED IN ACCORDANCE WITH ASTM D6938.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIALS SAMPLING AND TESTING AND SHALL EMPLOY AN INDEPENDENT MATERIALS TESTING LABORATORY TO BE APPROVED BY THE ENGINEER PRIOR TO BEGINNING THE WORK. TEST RESULTS SHALL BE PROVIDED IMMEDIATELY ON COMPLETION OF FIELD TESTING AND WITHIN 24 HOURS OF COMPLETION OF LABORATORY TESTING.

**EROSION CONTROL NOTES:**

- CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION, MAINTENANCE, AND INSPECTION OF ALL STORMWATER POLLUTION PREVENTION BMPs AND EROSION CONTROL DEVICES.
- ALL EROSION CONTROL MEASURES SHALL COMPLY WITH CALTRANS CONSTRUCTION SITE BEST MANAGEMENT PRACTICES (BMP) MANUAL.
- CONTRACTOR SHALL COVER ALL DISTURBED AREAS WITH EROSION CONTROL MATS & HYDROSEED.
- SEED BLEND SHALL CONSIST OF NATIVE GRASSES AND SHALL BE APPROVED BY ENGINEER.
- ALL EROSION CONTROL MATERIALS, NETTING, STITCHING, AND ANCHORS SHALL BE FULLY BIODEGRADABLE UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- SILT FENCES SHALL BE REMOVED AND PROPERLY DISPOSED OF BY CONTRACTOR FOLLOWING COMPLETION AND ACCEPTANCE OF WORK.

**MATERIALS:**

SOIL FILL:	ON-SITE MATERIALS THAT DO NOT CLASSIFY AS OL, OH, CH BASED ON UNIFIED SOIL CLASSIFICATION SYSTEM
STRUCTURAL FILL:	CALTRANS CLASS II AGGREGATE BASE OR APPROVED EQUIVALENT.
PERMEABLE FILL	CAL TRANS CLASS 1B PERMEABLE MATERIAL OR APPROVED EQUIVALENT
WALL PANELS / FACING MATS	COLD DRAWN STEEL WIRE AND WELDED INTO THE FINISHED MESH FABRIC CONFORMING TO MINIMUM REQUIREMENTS OF ASTM 1-1064 (AASHTO M-32 & M-55)
SOIL NAILS	STEEL MECHANICAL SOIL REINFORCEMENT ELEMENTS CONSISTING OF PIPE, TUBE, OR OTHER STRUCTURAL STEEL SECTIONS SUITABLE FOR DRIVEN OR ROTATED INSTALLATION. REINFORCEMENT ELEMENTS SHALL BE MANUFACTURED FROM STEEL MATERIALS CONFORMING TO ASTM A53 GRADE B STEEL PIPE, ASTM A500 GRADE B STRUCTURAL TUBING, OR OTHER APPLICABLE ASTM STANDARDS PROVIDING EQUIVALENT STRENGTH AND DURABILITY AS PART OF A PRE-ENGINEERED WALL SYSTEM.
FILTER FABRIC	MIRAFI 150N OR APPROVED EQUIVALENT
EROSION CONTROL MATS	NORTH AMERICAN GREEN SC-150BN OR APPROVED EQUIVALENT
CORRUGATED METAL PIPE	CONFORM WITH CALTRANS SPECIFICATIONS AND AASHTO M 36
CMP DOWNDRAIN ANCHOR	CONFORM WITH CALTRANS SPECIFICATIONS. ALL COMPONENTS INCLUDING DRIVEN PIPE ANCHORS SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A123 AND A153.
CONCRETED-ROCK SLOPE	CALTRANS CLASS 1 CONCRETED-ROCK PER CALTRANS STANDARD SPECIFICATIONS SECTION 72-3

**SOIL NAIL NOTES:**

- RETAINING WALLS SHALL CONSIST OF AN ENGINEERED SOIL NAIL WALL SYSTEM SUPPLIED AS A COORDINATED SYSTEM BY A QUALIFIED MANUFACTURER OR SPECIALTY CONTRACTOR, INCLUDING FACING, REINFORCEMENT ELEMENTS, DRAINAGE AND CORROSION PROTECTION COMPONENTS COMPATIBLE WITH THE DESIGN SHOWN.
- MECHANICAL SOIL REINFORCEMENT SHALL CONSIST OF DRIVEN OR ROTATED STEEL ELEMENTS CAPABLE OF DEVELOPING THE REQUIRED DESIGN TENSILE AND SHEAR RESISTANCE WITHOUT RELIANCE ON DRILLED AND PRESSURE-GROUTED INSTALLATION METHODS.
- INSTALLATION SHALL PERMIT TOP-DOWN CONSTRUCTION WHERE REQUIRED BY SITE CONSTRAINTS AND SHALL ACCOMMODATE A TEMPORARY CONSTRUCTION SURCHARGE OF 250 PSF UNLESS NOTED OTHERWISE ON THE PLANS.
- WALL SYSTEM COMPONENTS SHALL BE DEMONSTRATED TO BE COMPATIBLE AND DESIGNED TO FUNCTION AS AN INTEGRATED ASSEMBLY.
- ALTERNATE WALL SYSTEMS MUST DEMONSTRATE EQUIVALENCY IN LOAD TRANSFER MECHANISM, CORROSION RESISTANCE, CONSTRUCTIBILITY, INSTALLATION METHODOLOGY, AND LONG-TERM PERFORMANCE. ALTERNATE SYSTEMS SHALL DEMONSTRATE EQUIVALENT STRUCTURAL BEHAVIOR, CONSTRUCTIBILITY, DURABILITY AND LONG TERM PERFORMANCE.
- ALL METALLIC COMPONENTS SHALL BE GALVANIZED OR OTHERWISE CORROSION-PROTECTED TO MEET THE REQUIRED DESIGN LIFE PER PROJECT CRITERIA.
- WALL FACING, PILASTERS, CAM LOCKS, BOLTS, AND OTHER APPURTENANCES SHALL CONFORM TO THE MANUFACTURER'S RECOMMENDATIONS AND APPLICABLE ASTM STANDARDS.
- SOIL NAIL DESIGN LOAD DESIGN LOAD (DL) = 5 KIPS
- DURING COMPACTION, THE CONTRACTOR SHALL USE APPROPRIATE METHODS (SUCH AS TEMPORARY BRACING AND/OR LIGHT COMPACTION EQUIPMENT) TO AVOID OVER-STRESSING THE WALLS. WALLS SHALL BE COMPLETELY BACKFILLED PRIOR TO CONSTRUCTION IN FRONT OF OR ABOVE THE RETAINING WALL.
- SOIL NAILS SHALL BE LOAD TESTED TO VERIFY THAT THEY WILL RESIST THE DESIGN LOAD. PERFORM PROOF TESTING ON A MINIMUM OF 5% OF PRODUCTION NAILS IN EACH ROW OR A MINIMUM OF 1 PER ROW, AS DESIGNATED BY THE ENGINEER. LOAD TESTING SHALL BE PERFORMED IN ACCORDANCE WITH THE 2022 CBC AND THE POST TENSIONING INSTITUTE (PTI DC35.1-14) AND AT THE FOLLOWING INTERVALS:  
**PROOF LOAD TESTING SCHEDULE (RATIO OF DESIGN LOAD, DL)**  
AL (0.05 DL), 0.25 DL, 0.5 DL, 1.00 DL, 1.33 DL (CTL)

**CULVERT NOTES:**

- CONTRACTOR SHALL CLEAN AND VIDEO INSPECT EXISTING CULVERT. CONTRACTOR SHALL SUBMIT VIDEO FOOTAGE TO OWNER AND ENGINEER FOR REVIEW.
- CONTRACTOR SHALL CONFIRM STANDARD BENDS OR FABRICATE BENDS IN THE FIELD.

**GENERAL REQUIREMENTS:**

- THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER FOR CLARIFICATION BEFORE PROCEEDING WITH FABRICATION AND CONSTRUCTION.
- PROPOSED CHANGES, SUBSTITUTIONS, OR OMISSIONS, MADE BY THE GENERAL CONTRACTOR OR THEIR SUBCONTRACTORS, TO THE CONTRACT DOCUMENTS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL. THE SUBMISSION SHALL HIGHLIGHT AND NOTE THE PROPOSED CHANGE, SUBSTITUTION, OR OMISSION. PROPOSED CHANGES, SUBSTITUTIONS, OR OMISSION TO THE CONTRACT DOCUMENTS WHICH DO NOT FOLLOW THIS APPROVAL PROCEDURE SHALL BE CONSIDERED AS NOT APPROVED.
- IF THE CONTRACTOR DOES NOT FOLLOW THE SUGGESTED CONSTRUCTION SEQUENCE, HE MUST SUBMIT HIS PROPOSED ALTERNATE SEQUENCE TO THE ENGINEER FOR REVIEW AND APPROVAL.
- THE CONTRACTOR IS SOLELY RESPONSIBLE FOR SITE SAFETY DURING WORK.
- MAINTAIN ALL CONSTRUCTION SURCHARGES AT LEAST 3 FEET FROM THE FACE OF SOIL NAIL WALL
- PROVIDE SAFE ACCESS TO THE WORK AREA FOR THE ENGINEER TO OBSERVE THE WORK.
- THE FOLLOWING GEOTECHNICAL DATA REPORTS ARE AVAILABLE FOR REVIEW:  
A. GEI 2019. GEOLOGIC EVALUATION OF SLOPES ABOVE NACIMIENTO POWERHOUSE. DRAFT REPORT.  
B. GEI 2024. GEOLOGIC EVALUATION OF SLOPES ABOVE NACIMIENTO POWERHOUSE. REPORT IN PROGRESS.  
C. RUST ENVIRONMENT & INFRASTRUCTURE (1995a), INVESTIGATION OF SLOPE FAILURES DUE TO DEBRIS SLIDES ABOVE THE NACIMIENTO DAM POWERHOUSE, PREPARED FOR MONTEREY COUNTY WATER RESOURCES AGENCY, SEPTEMBER 1995.  
D. RUST ENVIRONMENT & INFRASTRUCTURE (1995b), INVESTIGATION OF NACIMIENTO DRIVE SLOPE FEATURE, PREPARED FOR MONTEREY COUNTY WATER RESOURCES AGENCY, SEPTEMBER 1995.

**DESIGN REQUIREMENTS:**

**BASIS OF DESIGN:**

- THE DESIGN IS BASED ON A PRE-ENGINEERED MECHANICAL SOIL NAIL WALL SYSTEM WITH DRIVEN REINFORCEMENT AND WELDED WIRE MESH FACING SIMILAR IN PERFORMANCE, CONSTRUCTIBILITY, AND DETAILING TO COMMERCIALLY AVAILABLE SYSTEMS COMMONLY USED FOR TOP-DOWN CONSTRUCTION AND RAPID WALL INSTALLATION.
- DESIGN STANDARDS:  
1.1. 2022 CALIFORNIA BUILDING CODE  
1.2. AISC 360 SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS
  - SURCHARGE USED IN DESIGN  
2.1. PERMANENT SOIL NAIL WALL IS DESIGNED FOR A TEMPORARY 250 PSF SURCHARGE, SET BACK 1-FEET FROM THE FACE OF THE WALL, DURING CONSTRUCTION.

**SUGGESTED CONSTRUCTION SEQUENCE:**

- GENERAL  
1.1. SURVEY SITE AND SUBMIT SURVEY DATA FOR ENGINEER REVIEW AND ACCEPTANCE.  
1.2. VERIFY LINES AND GRADES AND EXISTING FIELD CONDITIONS.  
1.3. INSTALL INITIAL WQCP BMPs AND EROSION CONTROL MEASURES.
- SITE #1  
2.1. REMOVE SHRUBS AND DEBRIS IN CONFLICT WITH WALL ALIGNMENT FROM SITE.  
2.2. PLACE EROSION CONTROL MEASURES.  
2.3. EXCAVATE CONSTRUCTION BENCH FOR NEW WALL.  
2.4. INSTALL SOIL NAILS.  
2.5. INSTALL FACING.  
2.6. PLACE FILTER FABRIC AND BACKFILL PERMEABLE FILL.  
2.7. PLACE COMPACTED FILL OR CONCRETED-ROCK SLOPE PROTECTION IN FRONT OF WALL.  
2.8. PLACE COMPACTED CLASS II AB.
- SITE #2  
3.1. REMOVE SHRUBS AND DEBRIS IN CONFLICT WITH WALL ALIGNMENT FROM SITE.  
3.2. PLACE EROSION CONTROL MEASURES.  
3.3. EXCAVATE CONSTRUCTION BENCH FOR NEW WALL.  
3.4. INSTALL SOIL NAILS.  
3.5. INSTALL/REPAIR/ACCOMMODATE CULVERT.  
3.6. INSTALL FACING.  
3.7. PLACE FILTER FABRIC AND BACKFILL PERMEABLE FILL.  
3.8. PLACE COMPACTED FILL OR CONCRETED-ROCK SLOPE PROTECTION IN FRONT OF WALL.  
3.9. PLACE COMPACTED CLASS II AB.
- SITE #3  
4.1. REMOVE SHRUBS AND DEBRIS FROM SITE.  
4.2. PLACE EROSION CONTROL MEASURES.  
4.3. BLADE ACCESS ROAD TO REMOVE DRAINAGE RAVINES.  
4.4. REGRADE SLOPE TO REMOVE DRAINAGE RAVINES.  
4.5. SCARIFY SUBGRADE OF ACCESS ROAD AND RECOMPACT.  
4.6. REBUILD ACCESS ROAD WITH EXCAVATED MATERIAL FROM SLOPE BLADING.
- PROJECT CLOSEOUT  
5.1. PERFORM FINAL SITE CLEANUP AND RESTORATION.  
5.2. REMOVE TEMPORARY EROSION CONTROL MEASURES AND ESTABLISH AND PLACE POST-CONSTRUCTION EROSION CONTROL MEASURES.  
5.3. DEMOBILIZE ALL EQUIPMENT AND MATERIALS FROM SITE.

**CONTRACTOR SUBMITTALS:**

- SUBMIT THE FOLLOWING WITHIN 3 DAYS OF RECEIPT OF THE NOTICE TO PROCEED:  
1.1. CONTRACTOR FIRM'S QUALIFICATIONS DEMONSTRATING AT LEAST FIVE YEARS OF EXPERIENCE IN THE INSTALLATION OF SOIL NAIL WALLS (PREFERABLY WITH UNGROUTED SOIL NAILS AND WIRE-MESH FACING). FIELD SUPERVISOR(S) FOR THIS PROJECT MUST HAVE AT LEAST FIVE YEARS OF EXPERIENCE IN INSTALLATION OF SOIL OR SOIL NAILS. SUBMIT FOR REVIEW DOCUMENTATION OF EXPERIENCE, INCLUDING A LIST OF PREVIOUS PROJECTS, REFERENCES, AND RESUMES OF KEY PERSONNEL.  
2. SUBMIT THE FOLLOWING AT LEAST 2 WEEKS BEFORE COMMENCEMENT OF WORK:  
2.1. WORK PLAN THAT IDENTIFIES TRAFFIC CONTROL, STAGING AREAS FOR MATERIALS AND EQUIPMENT, WORK PLAN FOR SITE #1, #2, AND #3 INCLUDING EXCAVATION, SOIL NAIL WALL INSTALLATION, PLACEMENT OF FILL, MATERIALS TO BE USED IN THE WORK, AND PROTECTION OF WORK SITE.  
2.2. PROPOSED EQUIPMENT AND METHODS FOR CONSTRUCTING THE WALLS INCLUDING: SOIL NAIL INSTALLATION, PRE-DRILLING, PROOF TESTING, INSTALLATION OF FACING, DRAINAGE, BACKFILLING AND COMPACTION.  
2.3. SOIL NAIL AND FACING COMPONENT SHOP DRAWINGS.  
2.4. MANUFACTURER DATA AND INSTALLATION INSTRUCTIONS FOR MATERIALS IDENTIFIED UNDER MATERIALS HEADING, THIS SHEET.  
2.5. WATER QUALITY CONTROL PLAN SHOWING LOCATION AND PROVIDING DETAILS FOR BMPs AND EROSION CONTROL MEASURES TO BE UTILIZED FOR THE PROJECT.  
13. SUBMIT WITHIN 2 WEEKS OF COMPLETING SOIL NAIL INSTALLATION AND TESTING:  
13.1. INSTALLATION AND TESTING RECORDS OF SOIL NAILS INCLUDING: INSTALLATION DATE, LOCATION (STATION AND ELEVATION), INCLINATION, TOTAL LENGTH, PRE-DRILL LENGTH (IF APPLICABLE), PROOF TESTING RESULTS, LOCK OFF LOAD.  
13.2. AS-BUILT DRAWINGS.

**ABBREVIATIONS:**

BMPs	BEST MANAGEMENT PRACTICES
Ø, DIA.	DIAMETER
ELEV.	ELEVATION
(E)	EXISTING
E.G.	EXISTING GRADE
(F)	FINISHED
F.H.	FINISHED GRADE
HORIZ.	HORIZONTAL
MAX.	MAXIMUM
MIN.	MINIMUM
(N)	NEW
N.T.S	NOT TO SCALE
O.C.	ON CENTER
O.D.	OUTSIDE DIAMETER
R.C.	RELATIVE COMPACTION
TYP.	TYPICAL
U.O.N	UNLESS OTHERWISE NOTED
V.I.F	VERIFY IN FIELD
VERT.	VERTICAL
WQCP	WATER QUALITY CONTROL PLAN

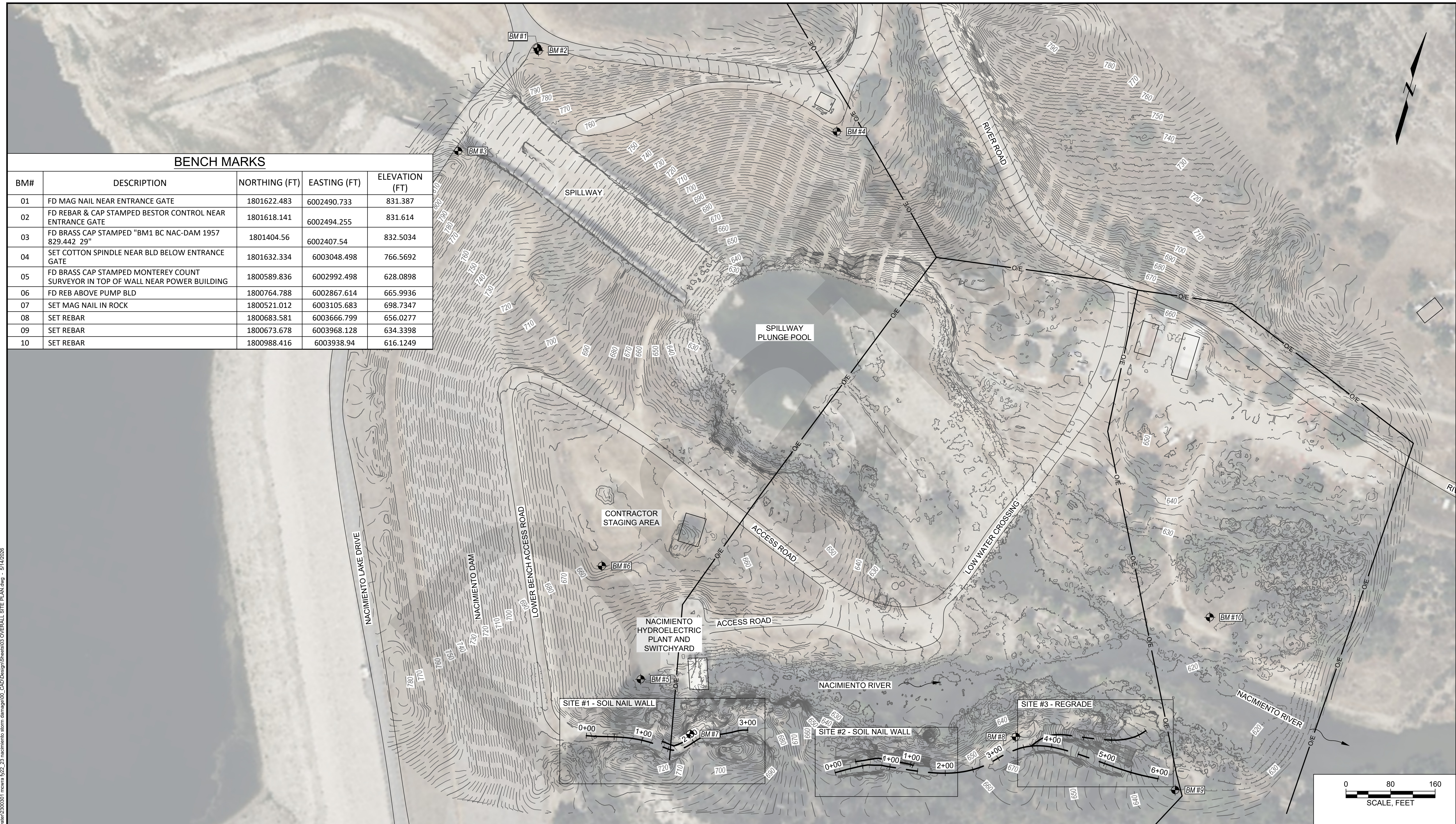
**INSPECTION HOLD POINTS:**

- CONTRACTOR SHALL PROVIDE 72 BUSINESS HOURS NOTICE AND SCHEDULE HOLD POINTS FOR ENGINEER'S INSPECTION AND OBSERVATION OF THE FOLLOWING KEY ITEMS OF WORK:

ITEM	DESCRIPTION	CBC REQUIREMENTS
SOIL NAIL WALL	WALL LAYOUT	N/A
DRIVEN DEEP FOUNDATIONS	INSTALLATION	SECTION 1705.7
DRIVEN DEEP FOUNDATIONS	PROOF TESTING	SECTION 1705.7 & 1708
SOIL	SUBGRADE INSPECTION	SECTION 1705.6
SOIL	PROOF ROLLING	SECTION 1705.6

VELASQUEZ, COLE - 11/WorkIn/monterey county water/230301\_mwra f22\_23\_attachments/stm/damage00\_CAD/Design/Sheets/02\_GENERAL NOTES.dwg - 5/14/2026

<p>Attention:</p>  <p>If this scale bar does not measure 1" then drawing is not original scale.</p>		<p>Designed: S. MEYERS</p> <p>Drawn: C. VELASQUEZ</p> <p>Checked: L. SANSONE</p> <p>Approved: L. SANSONE</p> <p>P.E. No: C 59653</p> <p>GEI Project 2300301</p>	 <p>MONTEREY COUNTY WATER RESOURCES AGENCY</p> <p>SALINAS, CALIFORNIA</p>	<p><b>NACIMIENTO DAM SOUTH ACCESS ROAD REPAIRS</b></p> <p>PASO ROBLES, CALIFORNIA</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td style="text-align: center;">0</td> <td style="text-align: center;">5/15/2026</td> <td style="text-align: center;">ISSUED FOR BID</td> <td style="text-align: center;">LS</td> <td colspan="6"></td> </tr> <tr> <td style="text-align: center;">NO</td> <td style="text-align: center;">DATE</td> <td style="text-align: center;">ISSUE/REVISION</td> <td style="text-align: center;">APP</td> <td colspan="6"></td> </tr> </table>											0	5/15/2026	ISSUED FOR BID	LS							NO	DATE	ISSUE/REVISION	APP							<p>SHEET NAME</p> <p><b>GENERAL NOTES AND SPECIFICATIONS</b></p>	<p>SHEET NO.</p> <p><b>02</b></p>
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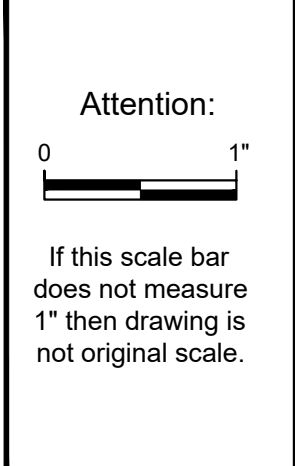


**BENCH MARKS**

BM#	DESCRIPTION	NORTHING (FT)	EASTING (FT)	ELEVATION (FT)
01	FD MAG NAIL NEAR ENTRANCE GATE	1801622.483	6002490.733	831.387
02	FD REBAR & CAP STAMPED BESTOR CONTROL NEAR ENTRANCE GATE	1801618.141	6002494.255	831.614
03	FD BRASS CAP STAMPED "BM1 BC NAC-DAM 1957 829.442 29"	1801404.56	6002407.54	832.5034
04	SET COTTON SPINDLE NEAR BLD BELOW ENTRANCE GATE	1801632.334	6003048.498	766.5692
05	FD BRASS CAP STAMPED MONTEREY COUNTY SURVEYOR IN TOP OF WALL NEAR POWER BUILDING	1800589.836	6002992.498	628.0898
06	FD REB ABOVE PUMP BLD	1800764.788	6002867.614	665.9936
07	SET MAG NAIL IN ROCK	1800521.012	6003105.683	698.7347
08	SET REBAR	1800683.581	6003666.799	656.0277
09	SET REBAR	1800673.678	6003968.128	634.3398
10	SET REBAR	1800988.416	6003938.94	616.1249

**NOTES:**

1. LINework FOR BUILDINGS AND ROADS IS APPROXIMATE BASED ON TOPOGRAPHY AND AERIAL IMAGERY
2. CONTOURS OUTSIDE OF MCMILLAN SURVEY BOUNDARIES AT SITE NOS. 1, 2 AND 3 ARE APPROXIMATE AND FOR REFERENCE ONLY
3. THE BASIS OF ELEVATIONS USED FOR THIS SURVEY IS A FOUND BRASS CAP IN THE TOP OF A CONCRETE ABUTMENT ON THE SOUTHEAST END OF THE LAKE NACIMIENTO SPILLWAY BRIDGE. BRASS CAP STAMPED "STATE OF CALIFORNIA, COUNTY OF MONTEREY, NAC-DAM. BM #1, 1957, 829.442 29". THAT ELEVATION BEING 832.50 FEET NAVD88.



Designed: S. MEYERS  
 Drawn: C. VELASQUEZ  
 Checked: L. SANSONE  
 Approved: L. SANSONE  
 P.E. No: C 59653  
 GEI Project 2300301



MONTEREY COUNTY WATER RESOURCES AGENCY  
 SALINAS, CALIFORNIA

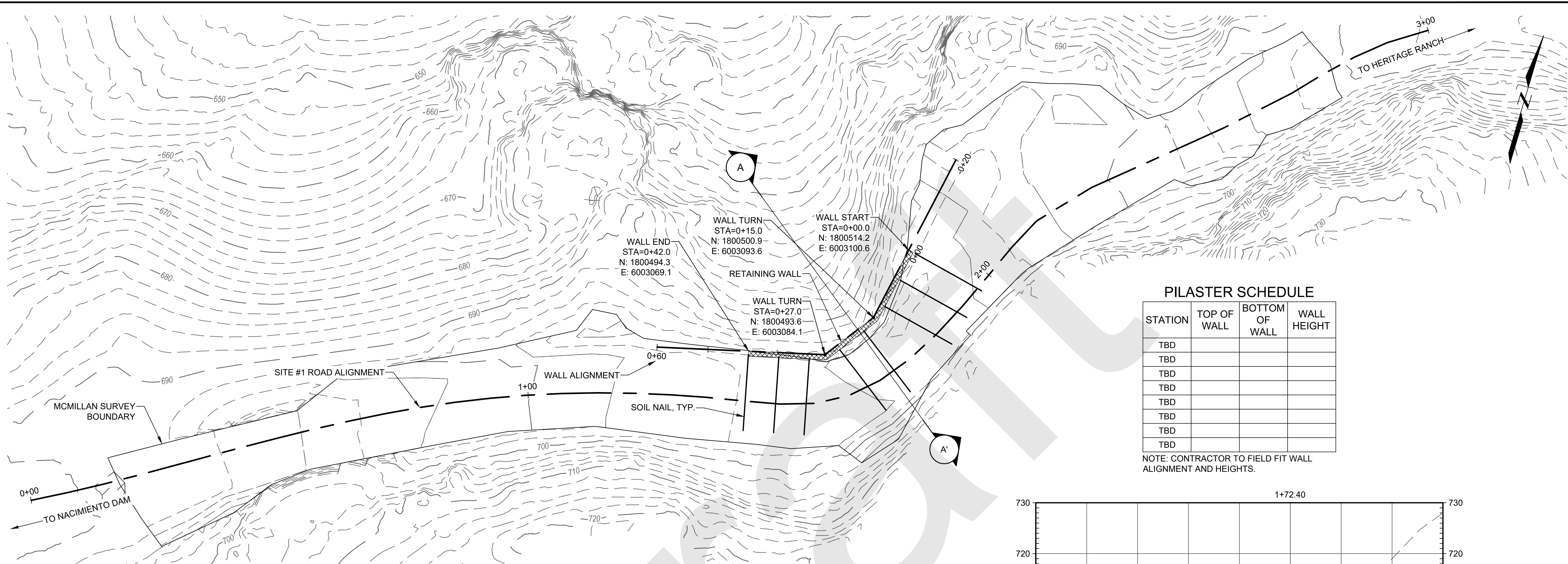
**NACIMIENTO DAM SOUTH ACCESS ROAD REPAIRS**  
 PASO ROBLES, CALIFORNIA

NO	DATE	ISSUE/REVISION	APP
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		ISSUE/REVISION	APP

SHEET NAME  
**OVERALL SITE PLAN**

SHEET NO.  
**03**

VELASQUEZ, COLE in Working Monterey county water 2300301 mcvra f22\_28 nacimiento storm damage00\_CADD\Design\Sheets\03 OVERALL SITE PLAN.dwg - 5/14/2026

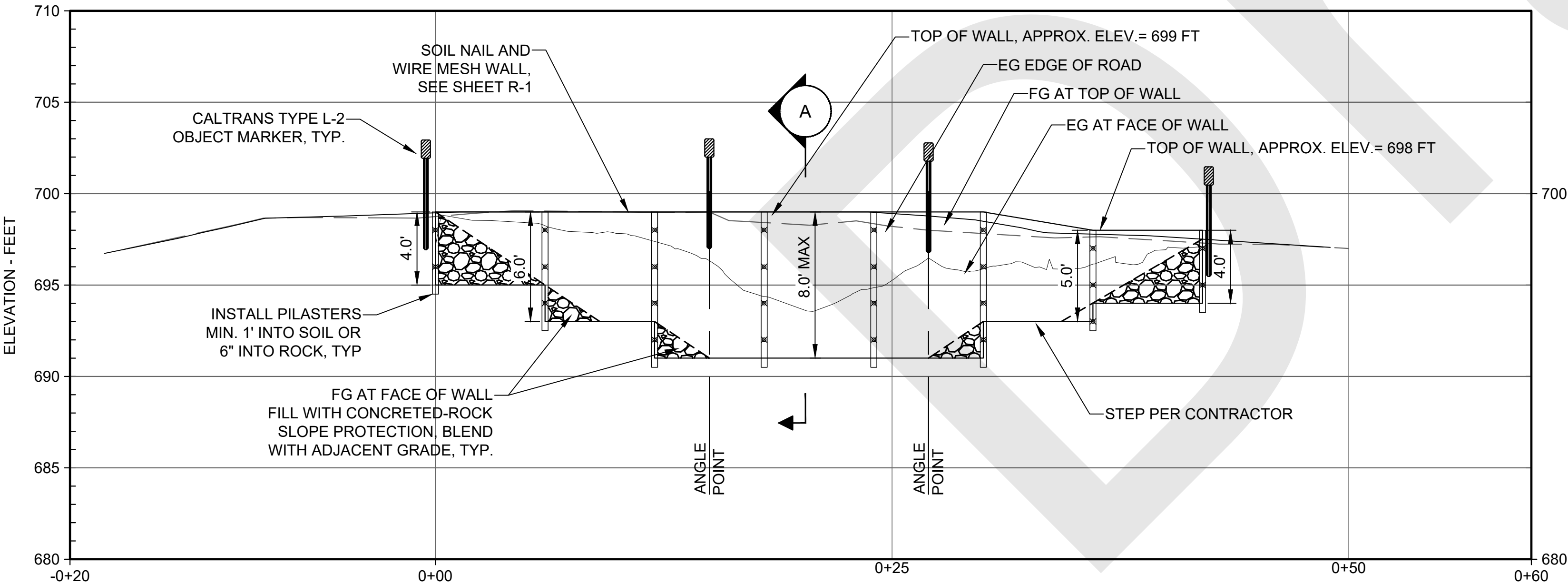


**PILASTER SCHEDULE**

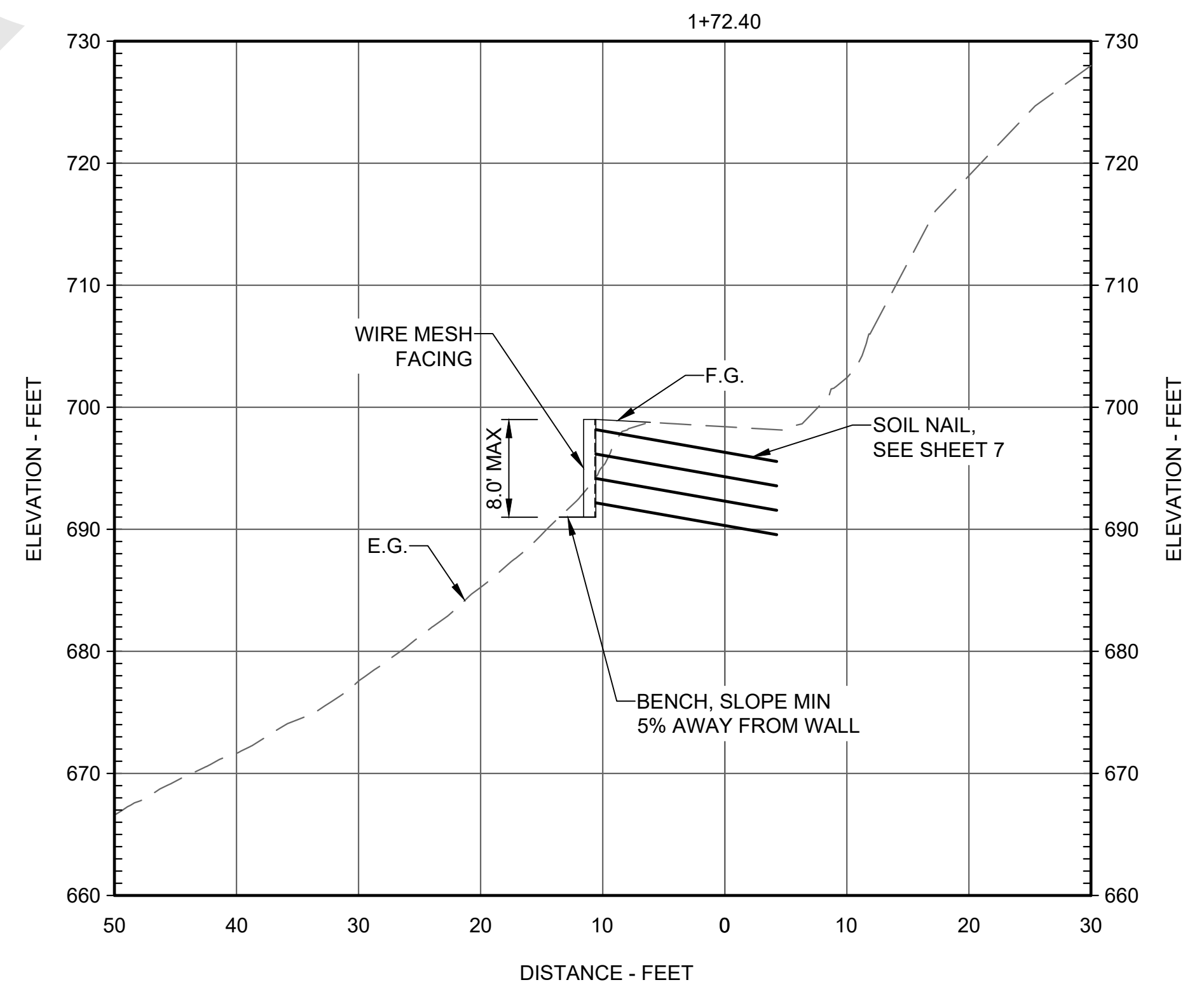
STATION	TOP OF WALL	BOTTOM OF WALL	WALL HEIGHT
TBD			
TBD			
TBD			
TBD			
TBD			
TBD			
TBD			

NOTE: CONTRACTOR TO FIELD FIT WALL ALIGNMENT AND HEIGHTS.

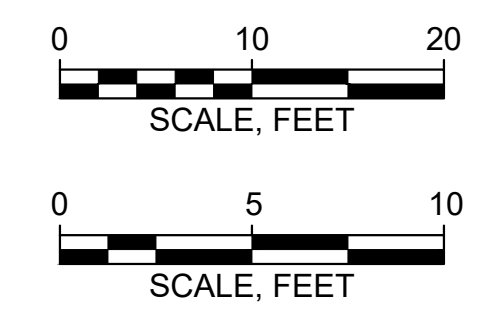
**SITE #1 PLAN**



**PROFILE OF WALL - VIEW LOOKING SOUTHEAST**



**SECTION A-A' STA 1+72.4**



Attention:  
If this scale bar does not measure 1" then drawing is not original scale.



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 Approved: L. SANSONE  
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 GEI Project 2300301



MONTEREY COUNTY WATER RESOURCES AGENCY  
 SALINAS, CALIFORNIA

**NACIMIENTO DAM SOUTH ACCESS ROAD REPAIRS**

PASO ROBLES, CALIFORNIA

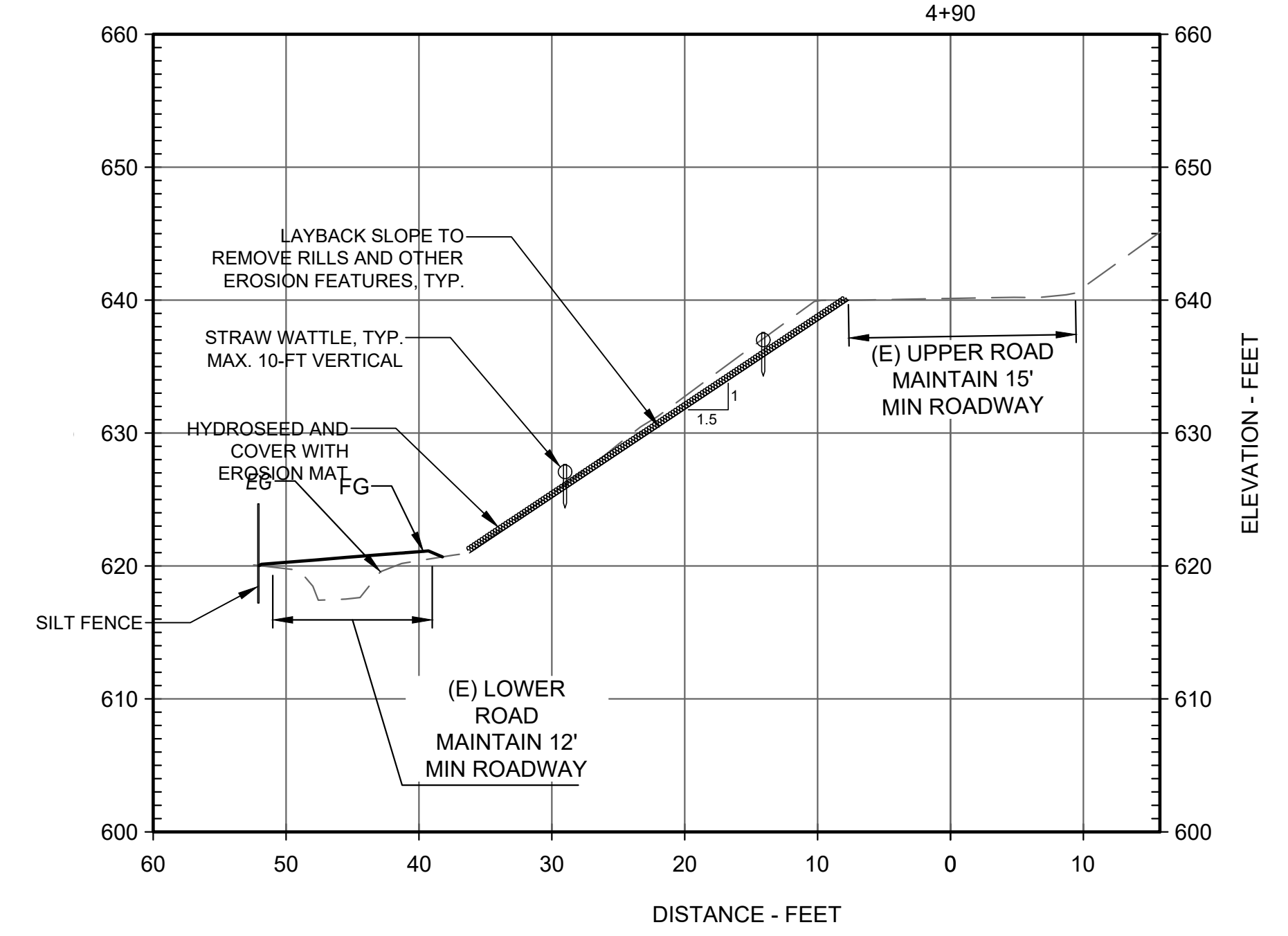
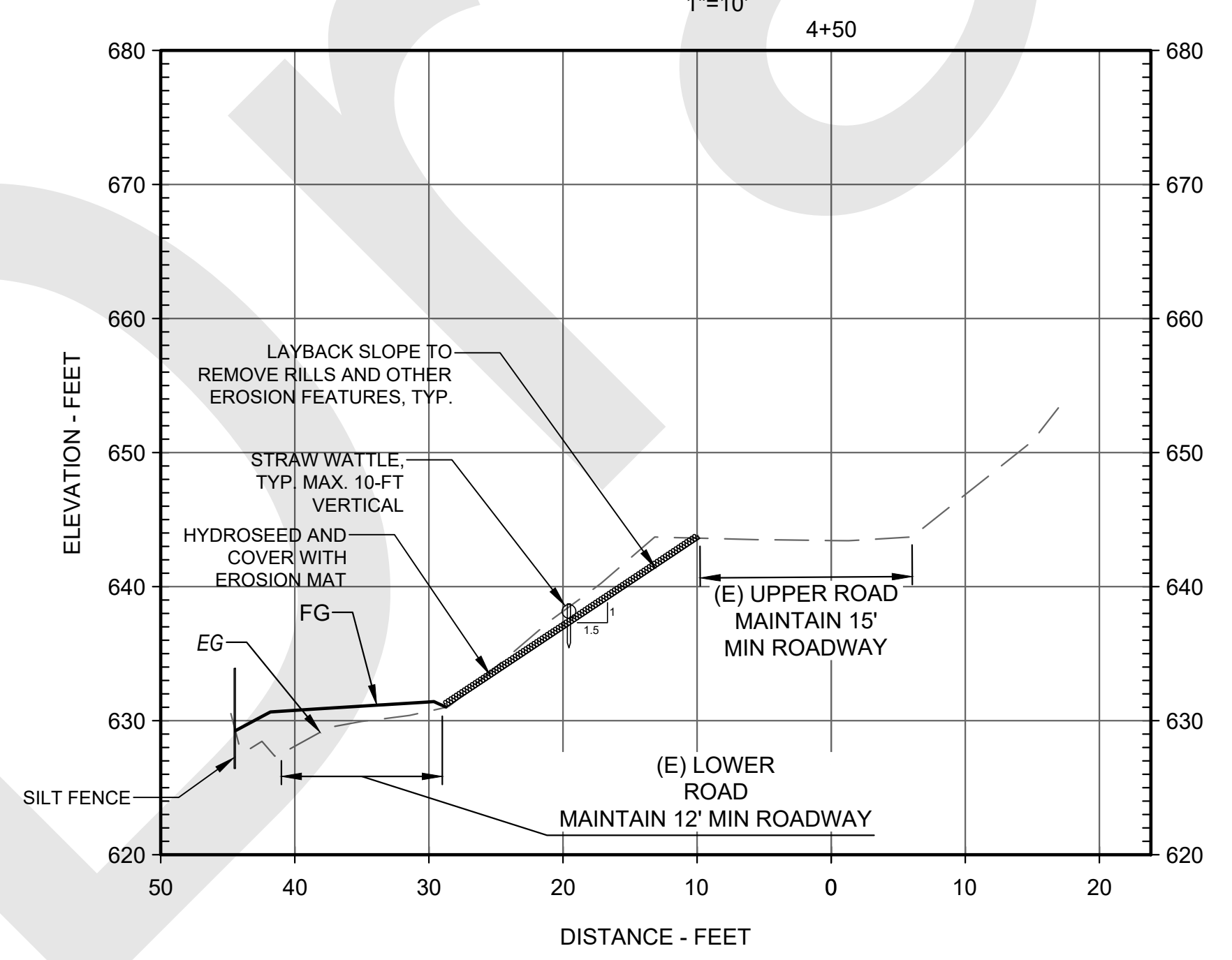
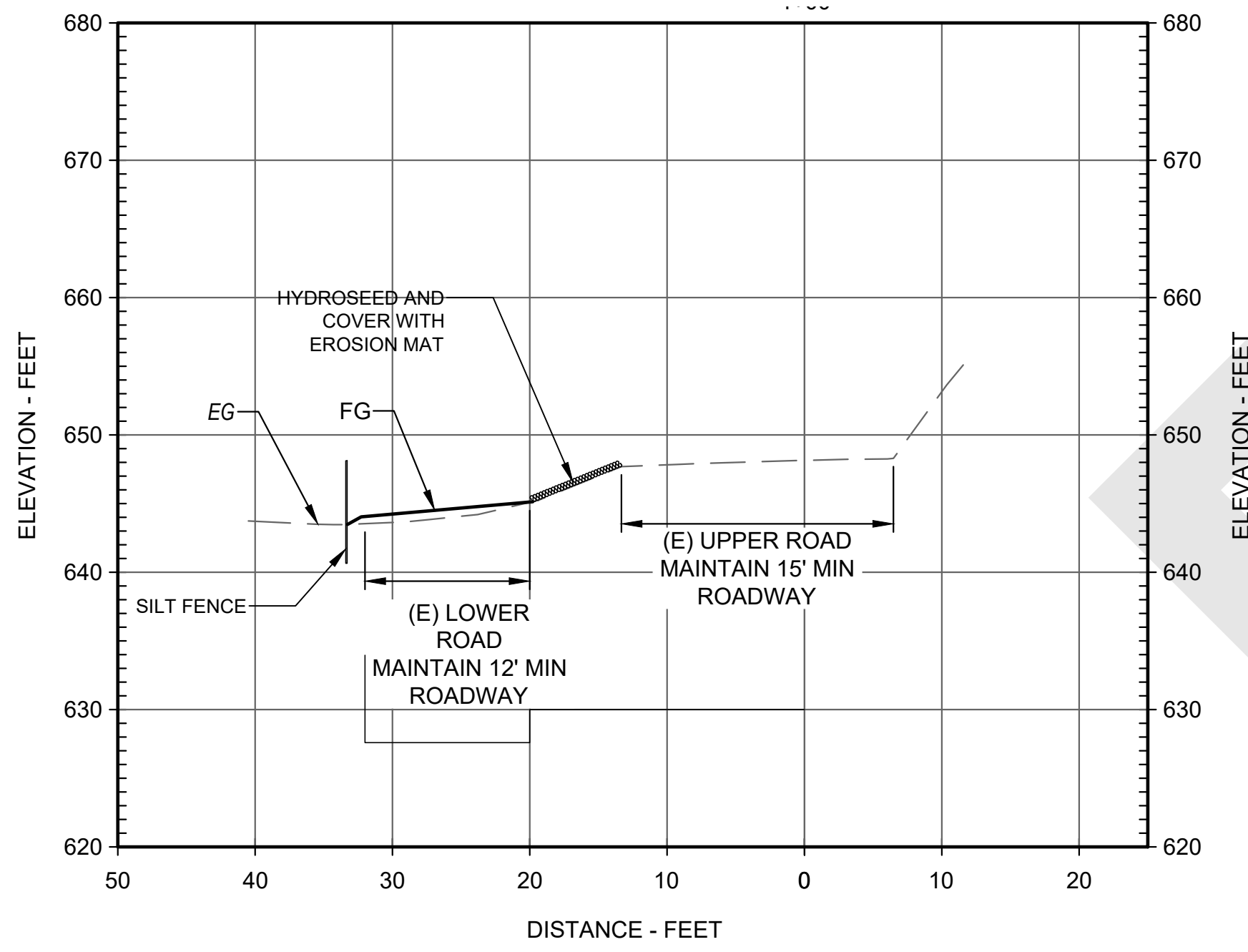
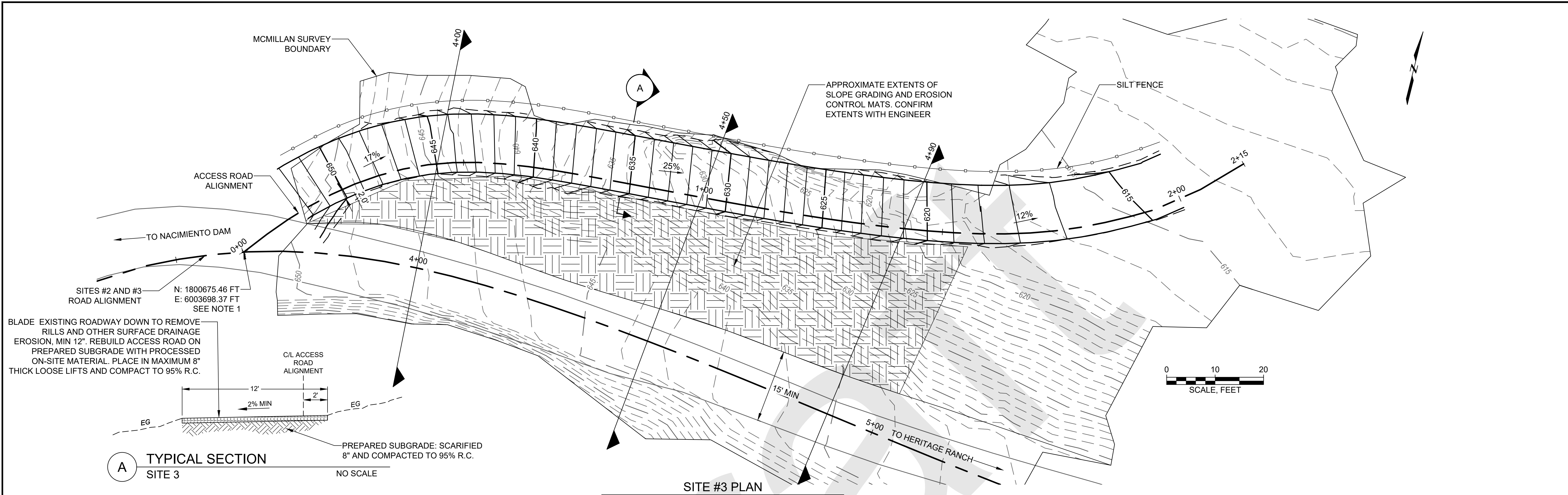
NO	DATE	ISSUE/REVISION	LS APP
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		ISSUE/REVISION	APP

SHEET NAME  
**SITE 1 PLAN AND PROFILE**

SHEET NO.  
**04**

VELASQUEZ, COLE in Working Monterey county water 2300301 mcmra f22\_23 nacimiento storm damage00\_CAD/Design/Sheet04 SITE 1.dwg - 5/14/2026





VELASQUEZ, COLE in/working/monterey county/water/2300301\_mcvra f22\_23\_nacimiento storm damage/00\_CADD/Design/Sheets/06 SITE 3.dwg - 5/14/2026

**NOTE:**  
1. ROADWAY STATIONING IS APPROXIMATE. ACTUAL ALIGNMENT SHALL BE FIELD FIT IN COORDINATION WITH THE ENGINEER'S FIELD REPRESENTATIVE.

Attention:  
0 1"  
If this scale bar does not measure 1" then drawing is not original scale.

Designed: S. MEYERS  
Drawn: C. VELASQUEZ  
Checked: L. SANSONE  
Approved: L. SANSONE  
P.E. No: C 59653  
GEI Project 2300301



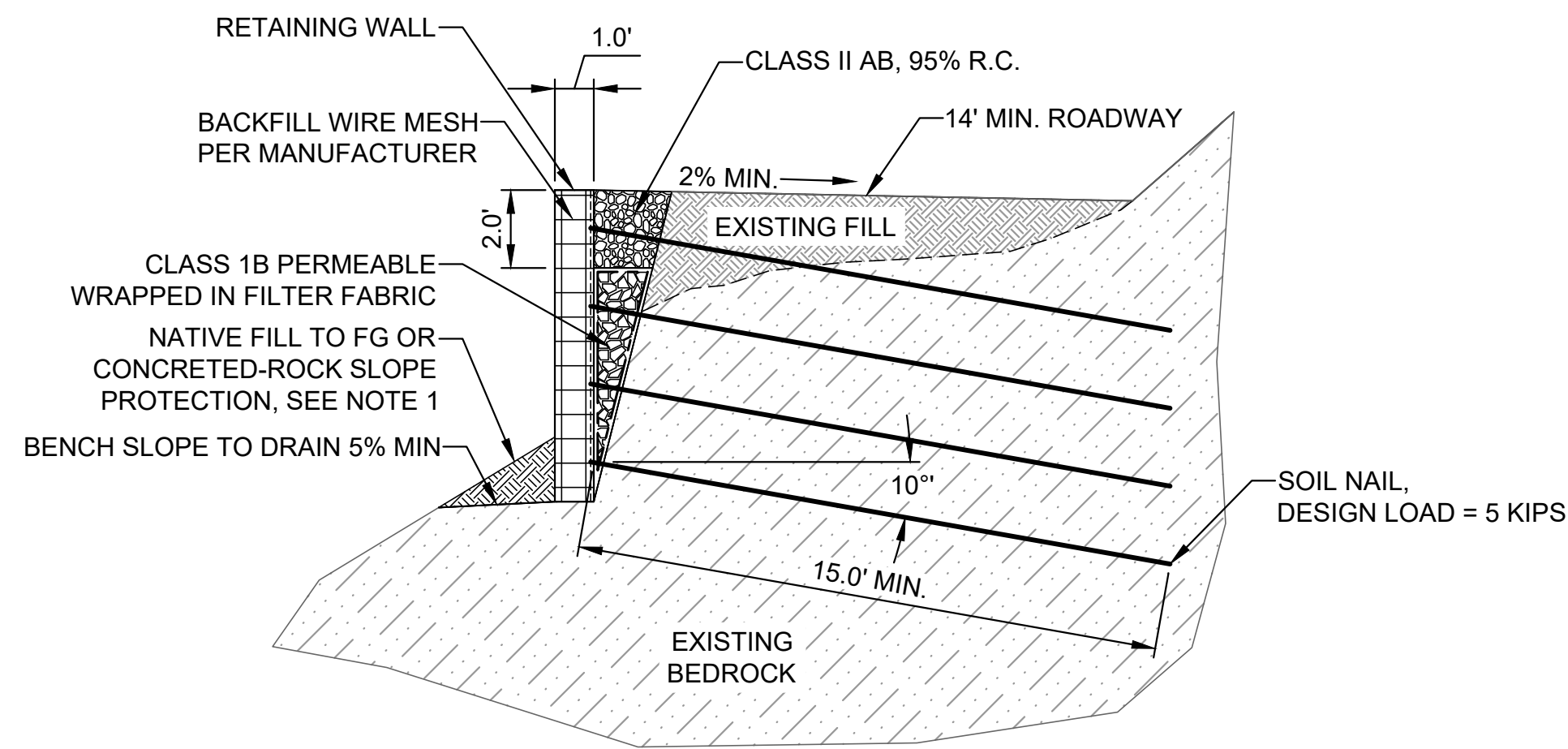
MONTEREY COUNTY  
WATER RESOURCES  
AGENCY  
SALINAS, CALIFORNIA

**NACIMIENTO DAM  
SOUTH ACCESS ROAD  
REPAIRS**  
PASO ROBLES, CALIFORNIA

NO	DATE	ISSUE/REVISION	APP
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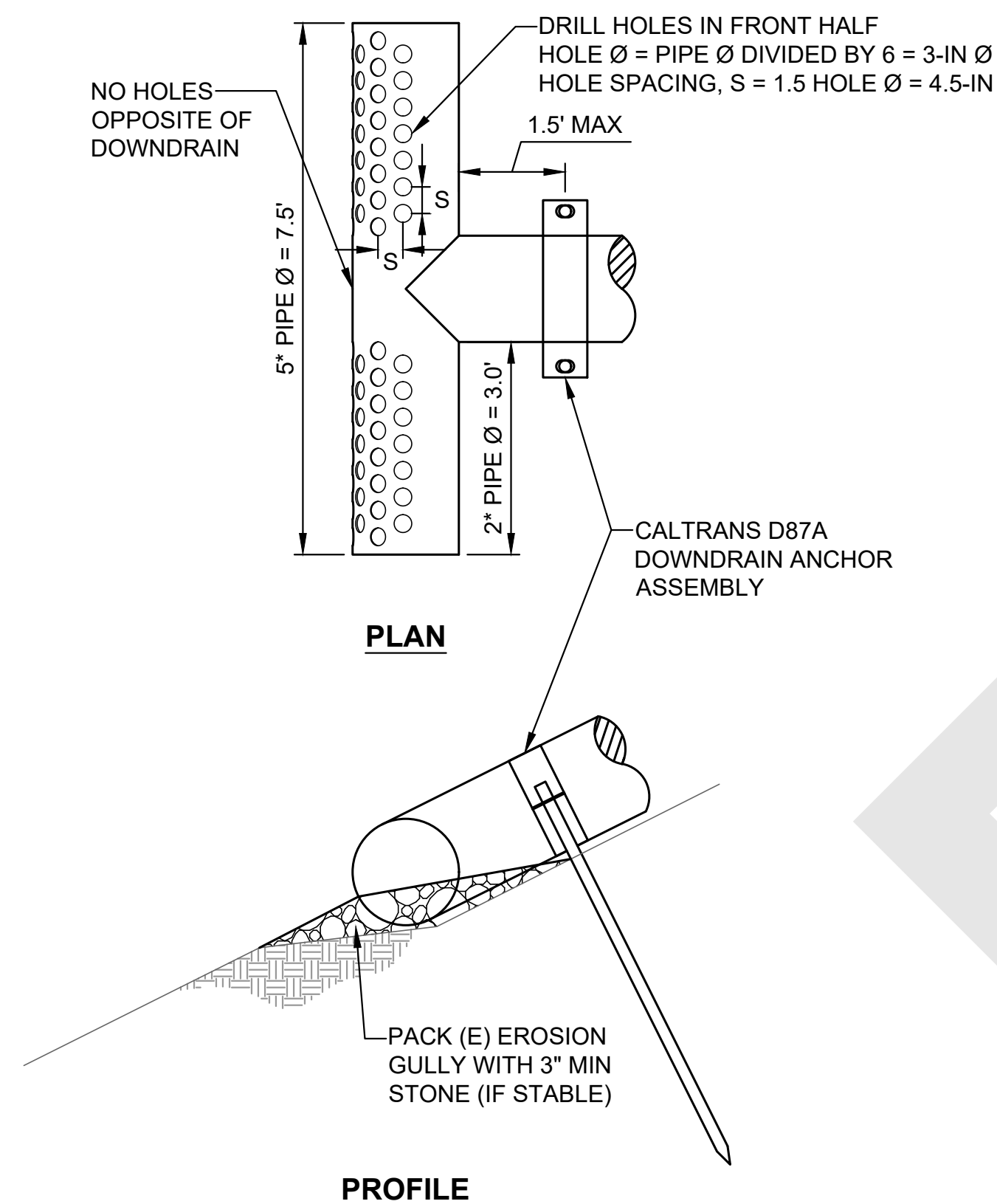
SHEET NAME  
**SITE 3  
PLAN AND PROFILE**

SHEET NO.  
**06**

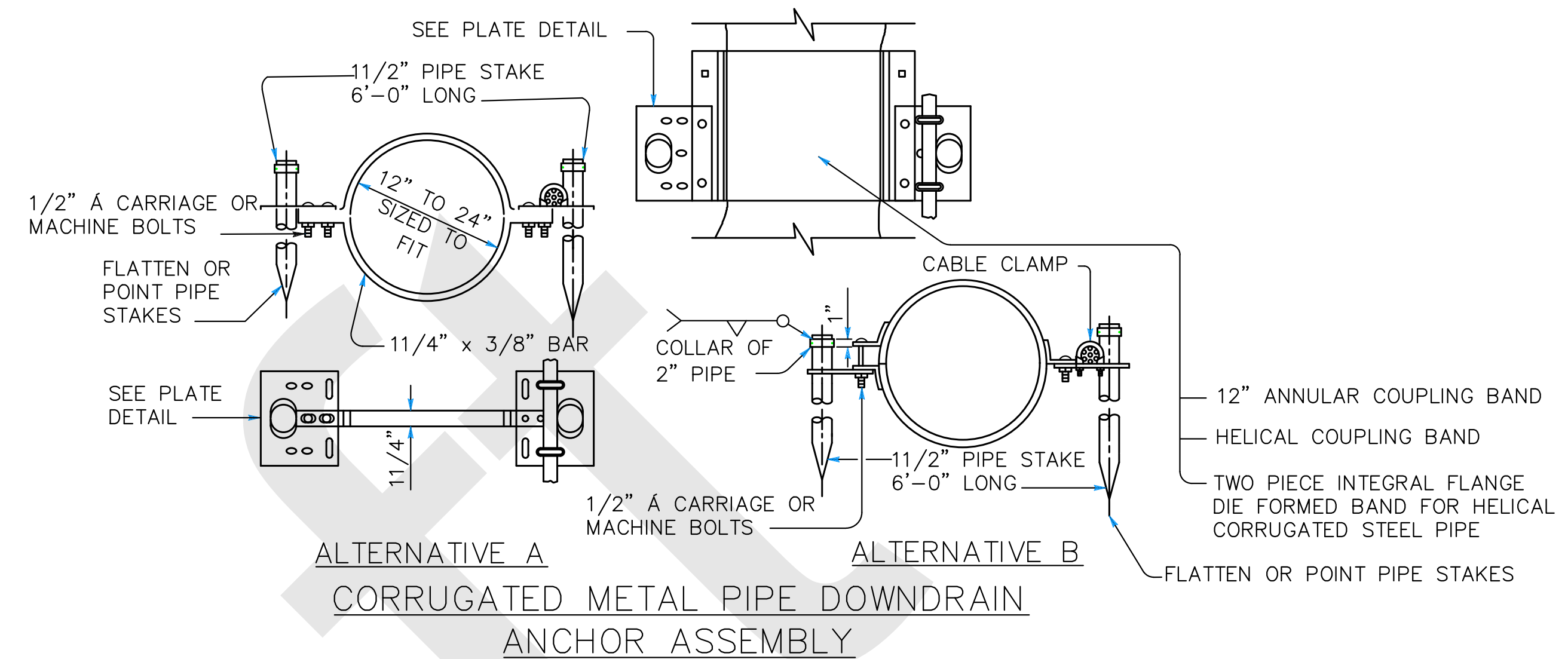


**1 SECTION**  
TYPICAL BACKFILL SECTION SCALE: 1"= 4'

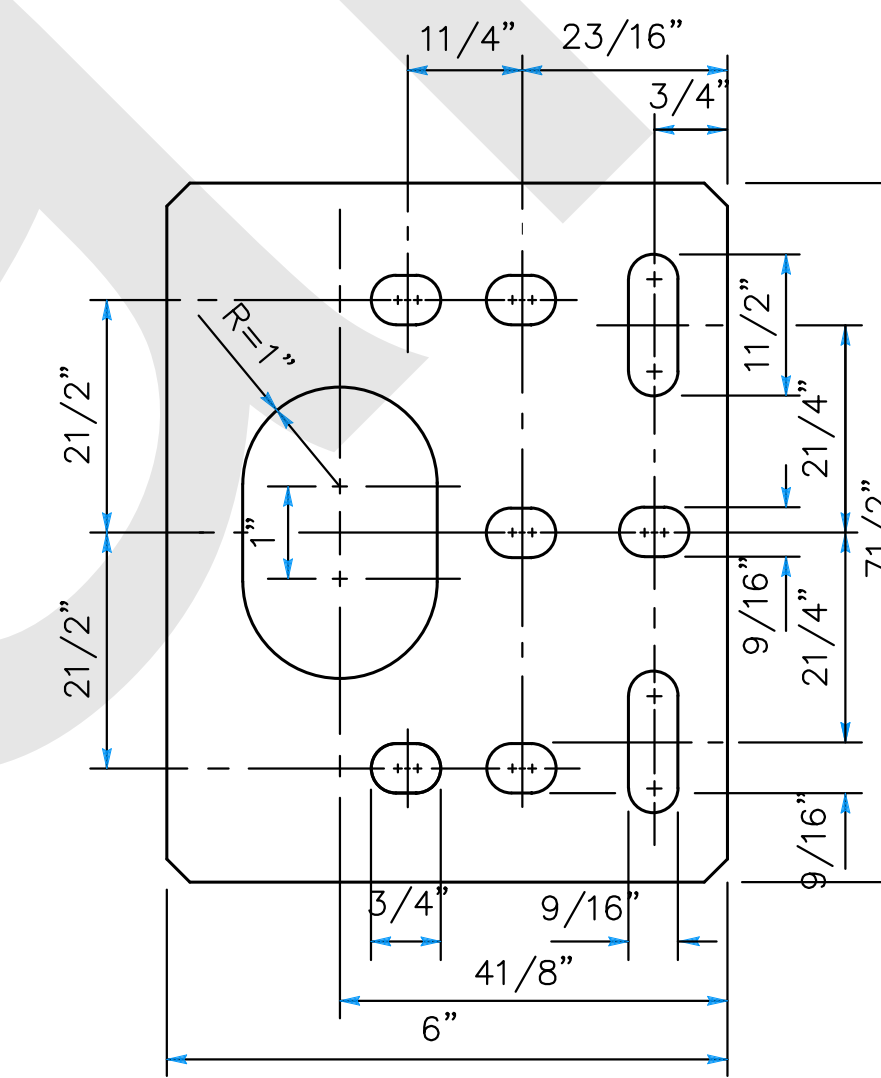
NOTE 1: NATIVE FILL FOR SLOPES LESS THAN 2:1.  
CONCRETED-ROCK SLOPE PROTECTION FOR SLOPES GREATER THAN 2:1.



**2 DETAIL**  
TEE DISSIPATOR SCALE: 1"= 2'



Cable and cable clamps to be used when required by the Special Provisions.



**3 CALTRANS STANDARD DETAIL**  
DOWNDRAIN ANCHOR ASSEMBLY NO SCALE

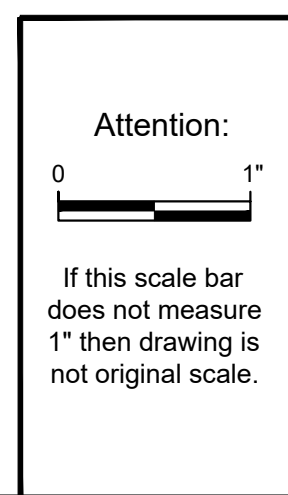
**3 CALTRANS STANDARD DETAIL**  
DOWNDRAIN ANCHOR ASSEMBLY NO SCALE

SOURCE: CALTRANS 2022 STANDARD PLANS DOWNLOADABLE DGN FILE

**NOTES:**

1. Either Alternative A or Alternative B anchor assemblies and pipe stakes may be used at Contractor's option for corrugated steel pipe or corrugated aluminum pipe. Alternative A anchor assembly only to be placed in annular corrugation. Alternative A anchor assembly may be placed on downstream side of joint. Alternative B anchor assembly to be fastened to pipe sections and not to a band coupler used to join sections.
2. For cable anchorage system details, see Standard Plan D87C.

VELASQUEZ, COLE in:\working\monterey county\water\230301\mexna f22\_23\_nacimiento storm damage\00\_CAD\Design\Sheets\07 DETAILS AND TYPICAL SECTIONS.dwg - 5/14/2026



Designed: S. MEYERS  
Drawn: C. VELASQUEZ  
Checked: L. SANSONE  
Approved: L. SANSONE  
P.E. No: C 59653  
GEI Project 2300301



MONTEREY COUNTY  
WATER RESOURCES  
AGENCY  
SALINAS, CALIFORNIA

**NACIMIENTO DAM  
SOUTH ACCESS ROAD  
REPAIRS**  
PASO ROBLES, CALIFORNIA

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SHEET NAME  
**DETAILS AND TYPICAL  
SECTIONS**

SHEET NO.  
**07**

## **APPENDICIES**

### APPENDIX A – Additional Project Documents that are Incorporated into Contract Document

- A-1 GEI Geotechnical Memorandum – May 14, 2026
- A-2 2024 Geologic Evaluation of Slopes Above Nacimiento Powerhouse

### APPENDIX B – Reference Documents that are Not Incorporated into Contract Documents

- B-1 Reserved for: Procurement Forms (Reference Only)
- B-2 Reserved for: Bidder Questions and Answers
- B-2 Permits (Agency-obtained) - NONE

Draft

# Geotechnical Memorandum

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180 Grand Ave. • Oakland, CA, 94612 • 510.350.2900

**Via Email:** foxworthyme1@countyofmonterey.gov  
**To:** Mark Foxworthy, Monterey County Water Resources Agency (MCWRA)  
**From:** Len Sansone, Brian Tognolini  
**Date:** May 14, 2026  
**Re:** Summary of Work performed for the Nacimiento Dam Road Stabilization Project in 2023  
Nacimiento Dam Powerhouse Slope Evaluation  
Paso Robles, CA  
**Project No.** 2300301

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Mr. Foxworthy,

This memorandum summarizes the geotechnical exploration program and findings completed by GEI for Monterey County Water Resources Agency's (MCWRA) Nacimiento Dam Road Stabilization project in 2023. The sections below summarize the field exploration, subsurface conditions, and engineering conclusions developed for the project.

## Summary of GEI Exploration Program

In May 2023, GEI completed three test pit explorations at two locations on Nacimiento Dam access road, above the Nacimiento powerhouse. The explorations were conducted to characterize subsurface conditions for the design of two Hilfiker soil nail walls along the outboard edge of the roadway. The proposed soil nail walls are intended to stabilize the outboard slope of the access road, which exhibits localized instability due to steep geometry and variable fill conditions. One proposed wall is located directly above the powerhouse, and the second is approximately 400 to 500 feet to the east, near a drainage culvert extending out from the access road. A site plan with explorations and proposed wall locations is shown in Appendix A.

## Geotechnical Exploration

GEI performed three (3) test pit explorations on May 31, 2023. Two test pits were located on the access road on either side of the culvert, downstream of the dam and powerhouse (TP-1 and TP-2). One test pit was located along the access road, directly above the Nacimiento powerhouse (TP-3). Exploration locations and elevations are shown in Table 1 and Appendix A.

Test pits were excavated with a CAT 420D backhoe with a 12" bucket to depths ranging from 3.5 feet to 8.5 feet below the ground surface. Bulk samples were collected in 5-gallon buckets or bags for laboratory testing. Drive samples were driven using a hand sampler and sliding weight collected in ModCal tubes. Exploration photographs are located in Appendix B.

**Table 1. Location of Test Pit Explorations**

Exploration No.	Exploration Location	Ground Surface Elevation <sup>1</sup> (feet)	Latitude (°)	Longitude (°)
TP-1	13 feet E of culvert grate	649.0	35.758237	-120.881653
TP-2	40 feet W of culvert grate	651.3	35.758210	-120.881363
TP-3	Upslope of powerhouse	694.0	35.757964	-120.882639

Notes:

1. Elevations reported in NAVD88 vertical datum.

### ***Subsurface Conditions***

Based on the exploration program, subsurface conditions generally consist of artificial fill of varying thickness overlying residual soils and bedrock of the Vaqueros Formation. The fill materials are relatively variable, while the underlying formation consists of dense residual soils transitioning to competent sandstone. These conditions are generally suitable for soil nail wall construction; however, variability in fill thickness and potential groundwater perch zones should be considered in design and construction.

Test pit #1 (TP-1) was located 13 feet east of the culvert in the middle of the access road. The test pit was excavated to a depth of 8.5 feet. Three (3) bulk samples and two (2) drive samples were collected. The entire test pit consisted of Silty Sand w/ Gravel (SM) artificial fill. See Appendix C for the test pit log of TP-1.

Test pit #2 (TP-2) was located 40 feet west of the culvert in the middle of the access road. The test pit was excavated to a depth of 8 feet. Two (2) bulk samples and one drive sample were collected. The test pit consisted of 2 feet of Silty Sand (SM) artificial fill overlaying 6 feet of residual Vaqueros Formation soil consisting of Poorly Graded Sand w/ Gravel and Silt (SP-SM). At 8 feet, the test pit encountered gray sandstone consistent with Vaqueros Formation intact bedrock. See Appendix C for the test pit log of TP-2.

Test pit #3 (TP-3) was located on the inboard edge of the access road, above the Nacimiento powerhouse. The test pit was excavated to a depth of 3.5 feet. One bulk sample was collected. The test pit consisted of 1 foot of Silty Sand w/ Gravel (SM) artificial fill overlaying residual Vaqueros Formation soil consisting of Silty Sand (SM). The test pit was unable to be excavated past 3.5 feet due to Vaqueros Formation intact bedrock. See Appendix C for the test pit log of TP-3.

Groundwater was not encountered in the test pits; however, groundwater conditions may fluctuate seasonally and during rainfall events. Perched groundwater may develop at the interface between the artificial fill and the Vaqueros Formation.

### ***Geotechnical Laboratory Testing***

Laboratory testing was conducted on test pit samples to further evaluate the subsurface conditions of the access road. Laboratory testing included moisture density tests, particle size distribution tests, and

compaction tests on the fill material encountered in TP-1 and TP-2. See Appendix D for a summary of laboratory testing results.

In TP-1, the artificial fill material consists of 35 – 45% fines, 45% sands, and 10 – 20% gravels. The in-situ dry density and moisture content were 97 pcf and 17%, respectively. Compaction test results indicate the material has a maximum dry density of approximately 115 pcf, with an optimum moisture content of approximately 15%.

In TP-2, the residual soil Vaqueros Formation consists of 12% fines, 67% sands, and 21% gravels. The in-situ dry density and moisture content were 104 pcf and 14%, respectively. Compaction test results indicate the material has a maximum dry density of approximately 112 pcf and an optimum moisture content of approximately 17%.

## Development of Strength Parameters

GEI developed strength parameters for the development of global stability models for the proposed soil nail walls along the access road. Mohr-Coulomb drained strength parameters were selected for the artificial fill material encountered in the exploration. These parameters were selected based on literature review and field and laboratory information obtained during the exploration. Conservative values were selected to account for variability in subsurface conditions. Hoek-Brown strength parameters were developed for the Vaqueros Formation (Hoek et. al., 2002). These parameters were selected by a Certified Engineering Geologist during the development of the geologic evaluation of the slopes above the Nacimiento powerhouse report (GEI, 2026).

Table 2 below summarizes the selected strength parameters for both materials.

**Table 2. Summary of Material Drained Strength Parameters**

Unit	Total Unit Weight (pcf)	Drained Friction Angle (degrees)	Cohesion (psf)	Intact Rock Parameter	Geological Strength Index GSI	Disturbance Factor D
Artificial Fill	125	30	50	-	-	-
Vaqueros Formation	130	-	-	17	75	0

## Recommendations

The following recommendations are based on subsurface conditions encountered during the geotechnical exploration and are intended to support the design and construction of the proposed soil nail walls and associated earthwork along the access road. These recommendations are consistent with the project Plans and Specifications (GEI, 2025), which govern construction requirements.

### **General Earthwork**

The following specifications apply for general earthwork construction for the project:

- Graded areas shall be grubbed and cleared of organics and topsoil. Organics and topsoil can be stockpiled and placed outside access roads as approved by the engineer.
- Cut and fill volumes shall be balanced on site to the extent practicable.
- Fill material shall consist of onsite generated material and shall be free of organics, debris larger than 3 inches, and other deleterious materials. Fill material shall have a liquid limit (LL) less than 40 and plasticity index (PI) less than 20.
- Final surfaces shall be proof rolled with a fully loaded water truck or other approved vehicle. Final surfaces shall be firm and unyielding.
- Relative compaction shall be determined based on the maximum dry density in accordance with ASTM D1557. Relative compaction shall be a minimum of 93% in general fill areas and 95% in structural areas. Moisture content shall be within +/- 2% of optimum. Relative compaction and moisture content shall be determined in accordance with ASTM D6938.

### ***Erosion Control***

The following recommendations apply for erosion control construction for the project:

- All erosion control measures shall comply with Caltrans Construction Site Best Management Practices (BMP) Manual.
- Contractor is responsible to cover all disturbed areas with erosion control mats and hydroseed.
- Erosion control mats and straw wattles shall be biodegradable and composed of jute fibers curled wood fibers, straw, coconut fiber, or a combination of these materials.
- The netting, sewing, or adhesive that hold the biodegradable mulch fibers together shall also be biodegradable.
- Anchors for erosion control mats and straw wattles shall consist of triangular wooden stakes or other biodegradable anchors, unless otherwise approved by the engineer.
- Silt fences shall be removed and properly disposed of by contractor following completion and acceptance of work.
- Contractor shall submit a water quality control plan showing location and providing details for BMPs and erosion control measures are to be utilized for the project.

### **References**

GEI Consultants, Inc. (2026). "DRAFT - 2024 Geological Evaluation of Slopes Above Nacimiento Powerhouse," prepared for Monterey County Water Resources Agency, April 15.

GEI Consultants, Inc. (2025). "Plans and Specifications for Nacimiento Dam – South Access Road Repairs," prepared for Monterey County Water Resources Agency.

Hoek, E., Carranza-Torres, C., & Corkum, B. (2002). Hoek–Brown failure criterion – 2002 edition. Proceedings of the 5th North American Rock Mechanics Symposium (NARMS-TAC), Toronto, Vol. 1, pp. 267–273.

## Standard Limitations and Disclaimer

This report was prepared exclusively for the use of MCWRA. The findings and conclusions, if any provided by GEI in this report, are based solely on the information reported to GEI as of the date of this report. Future investigations or additional information not provided to GEI at the time of this report may result in modification of this report. GEI's scope of work did not include verifying the completeness or accuracy of information provided by others. Accordingly, GEI shall not be liable for any damages, costs, or other consequences resulting from reliance on such information if it is later determined to be inaccurate or incomplete. GEI's professional services for this project have been performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing in the same locality, performing similar services under similar conditions. GEI makes no other representations and no warranties, express or implied.

If you have any questions, please feel free to contact me at 510.407.0513.

Sincerely,

**GEI CONSULTANTS, INC.**



*Leonard J. Sansone*  
Leonard J. Sansone, P.E., G.E.  
Senior Project Manager

A handwritten signature in blue ink that reads "Brian M. Tognolini".

Brian M. Tognolini, E.I.T  
Staff Professional

### Appendices

- Appendix A 2023 Exploration Site Plan
- Appendix B 2023 Exploration Photo Log
- Appendix C 2023 GEI Test Pit Logs
- Appendix D Laboratory Testing Results

BT/LS:nr

\\geiconsultants.com\data\Data\_Storage\Working\MONTEREY COUNTY WATER\2300301 MCWRA FY22\_23 Nacimiento Storm Damage\Nacimiento Dam Road Stabilization\07\_Geotech Memo\Geotech\_TM\_Nacimineto Dam\_Road\_Stabilization\_FINAL.docx


## **Appendix A 2023 Exploration Site Plan**

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Draft



**LEGEND:**

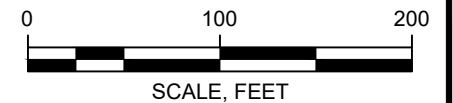
 GEI (2023) TEST PIT LOCATION

**NOTES:**

1. SEE GEI (2025) DESIGN PLANS AND SPECIFICATIONS FOR SOIL NAIL WALL DETAILS.

**SOURCE:**

1. PLAN BASED ON MAP BY BING (2026).



Nacimiento Dam Access Road Emergency Repair  
Monterey County, CA

Monterey County Water Resources Agency



Project 2404374

GEI 2023 EXPLORATION PLAN

April 2026

APPENDIX A

## **Appendix B 2023 Exploration Photo Log**

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Draft

**Appendix B - 2023 Exploration Photo Log**



**Photo #1: Excavation of TP-1, Looking East**



**Photo #2: Excavation of TP-1, Looking West**

**Appendix B - 2023 Exploration Photo Log**



**Photo #3: Excavation of TP-1, Artificial Fill Zone**

**Appendix B - 2023 Exploration Photo Log**



**Photo #4: Excavation of TP-2, Downhole**

**Appendix B - 2023 Exploration Photo Log**



**Photo #5: Excavation of TP-3, Looking West**



**Photo #6: Excavation of TP-3, Downhole**

**Appendix B - 2023 Exploration Photo Log**



**Photo #7: Excavation of TP-3, Contact of Artificial Fill and Vaqueros Formation**

## **Appendix C 2023 GEI Test Pit Logs**

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**Appendix C.1: Log of TP-1**

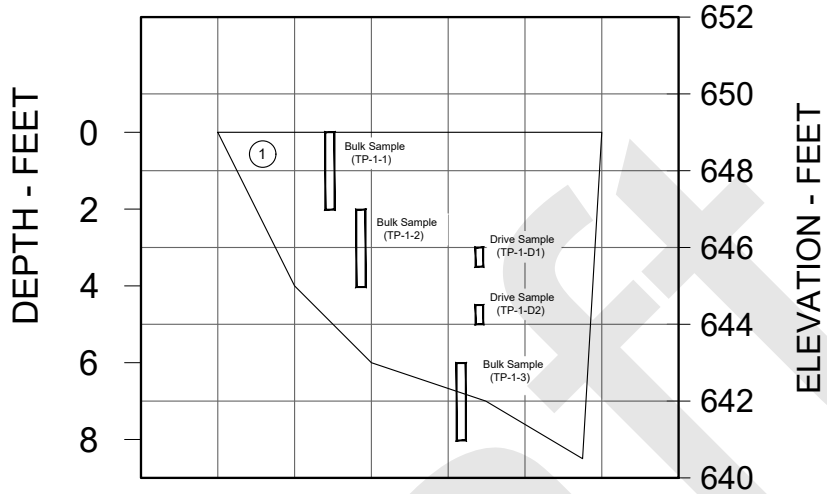
**Appendix C.2: Log of TP-2**

**Appendix C.3: Log of TP-3**

Draft

# TP-01 - East of Culvert

← 69E



## UNIT DESCRIPTIONS

- ① [FILL] Silty Sand w/ Gravel (SM), medium brown, moist, 45% fine to coarse-grained sand, 35% low to no plasticity fines, 20% fine to coarse, subangular to subrounded gravel, rootlets present throughout

### NOTES:

1. Logged by Brian Tognolini on May 31, 2023.
2. Excavated with CAT 420D Back-hoe using a 12" bucket
3. (Lat., Long.) = (35.7582370°, -120.8811653°)
4. Elevations are approximate and derived from a previously conducted survey.
5. All elevations in NAVD88 Datum.
6. Unit description particle size percentages are based on visual classifications and adjusted by laboratory results. Cobble and boulder abundance is field estimated and not accounted for in laboratory samples.
7. See Appendix B for lab test results.



Nacimiento Dam Access Road Emergency Repair  
Monterey County, California

Monterey County Water Resources Agency



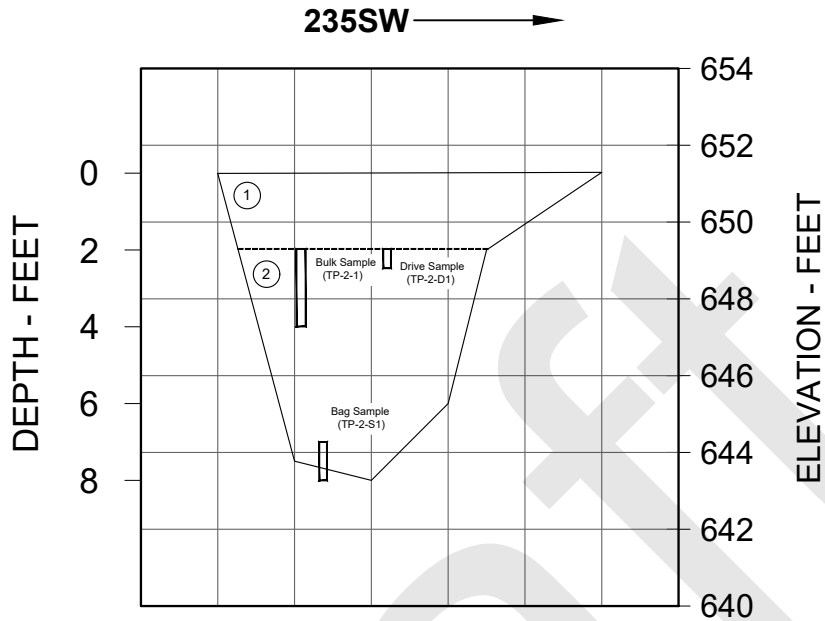
Project 2404374

LOG OF TP-01

April 2026

APPENDIX C.1

# TP-02 - West of Culvert



### UNIT DESCRIPTIONS

- ① [FILL] Silty Sand w/ Gravel (SM), medium brown, moist, 45% fine to coarse-grained sand, 35% low to no plasticity fines, 20% fine to coarse, subangular to subrounded gravel, rootlets present throughout, high baserock gravel content in upper 6" of soil
- ② [VAQUEROS FORMATION] Residual soil; Poorly Graded Sand w/ Gravel and Silt (SP-SM), light brown, moist, 70% fine to coarse sand, 20% fine to coarse, subangular to subrounded gravel, 10% low to no plasticity fines, very prominent sandstone pieces present - gravel size and rippable, contact with hard, gray Vaqueros Formation sandstone at 8'

### NOTES:

1. Logged by Brian Tognolini on May 31, 2023.
2. Excavated with CAT 420D Back-hoe using a 12" bucket
3. (Lat.,Long.) = (35.758210°, -120.881363°)
4. Elevations are approximate and derived from a previously conducted survey.
5. All elevations in NAVD88 Datum.
6. Unit description particle size percentages are based on visual classifications and adjusted by laboratory results. Cobble and boulder abundance is field estimated and not accounted for in laboratory samples.
7. See Appendix B for lab test results.
8. Backhoe struggled to dig gray sandstone layer at 8 ft.



Nacimiento Dam Access Road Emergency Repair  
Monterey County, California

Monterey County Water Resources Agency



Project 2404374

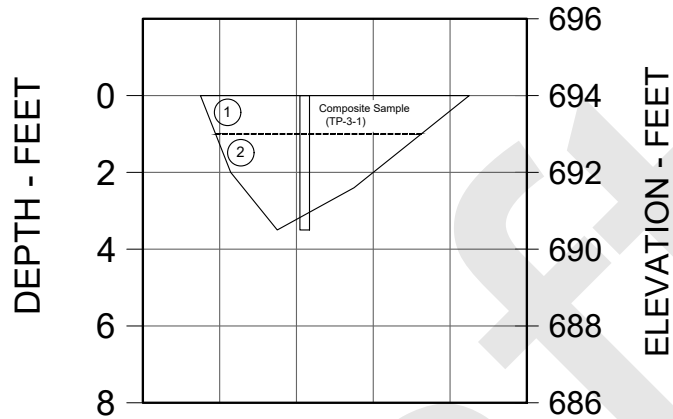
LOG OF TP-02

APRIL 2026

APPENDIX C.2

# TP-03 - Above Penstock

277W →



## UNIT DESCRIPTIONS

- ① [FILL] Silty Sand w/ Gravel (SM), medium brown, moist, 45% fine to coarse-grained sand, 35% low to no plasticity fines, 20% fine to coarse, subangular to subrounded gravel, rootlets present throughout
- ② [VAQUEROS FORMATION] Residual soil; Silty Sand (SM), moist, tan, 85% fine to coarse sand, 15% low to no plastic fines, sandstone pieces up to 5 in. present, expected that the sand materials is the rippable sandstone material

## NOTES:

1. Logged by Brian Tognolini on May 31, 2023.
2. Excavated with CAT420D Back-hoe using a 12" bucket
3. (Lat./Long.) = ( 35.757995°, -120.882565°)
4. Elevations are approximate and derived from a previously conducted survey.
5. All elevations in NAVD88 Datum.
6. Unit description particle size percentages are based on visual classifications and adjusted by laboratory results. Cobble and boulder abundance is field estimated and not accounted for in laboratory samples.
7. See Appendix B for lab test results.



Nacimiento Dam Access Road Emergency Repair  
Monterey County, California



LOG OF TP-03

Monterey County Water Resources Agency

Project 2404374

April 2026

APPENDIX C.3

## **Appendix D Laboratory Testing Results**

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Draft



# B. HILLEBRANDT SOILS TESTING, INC.

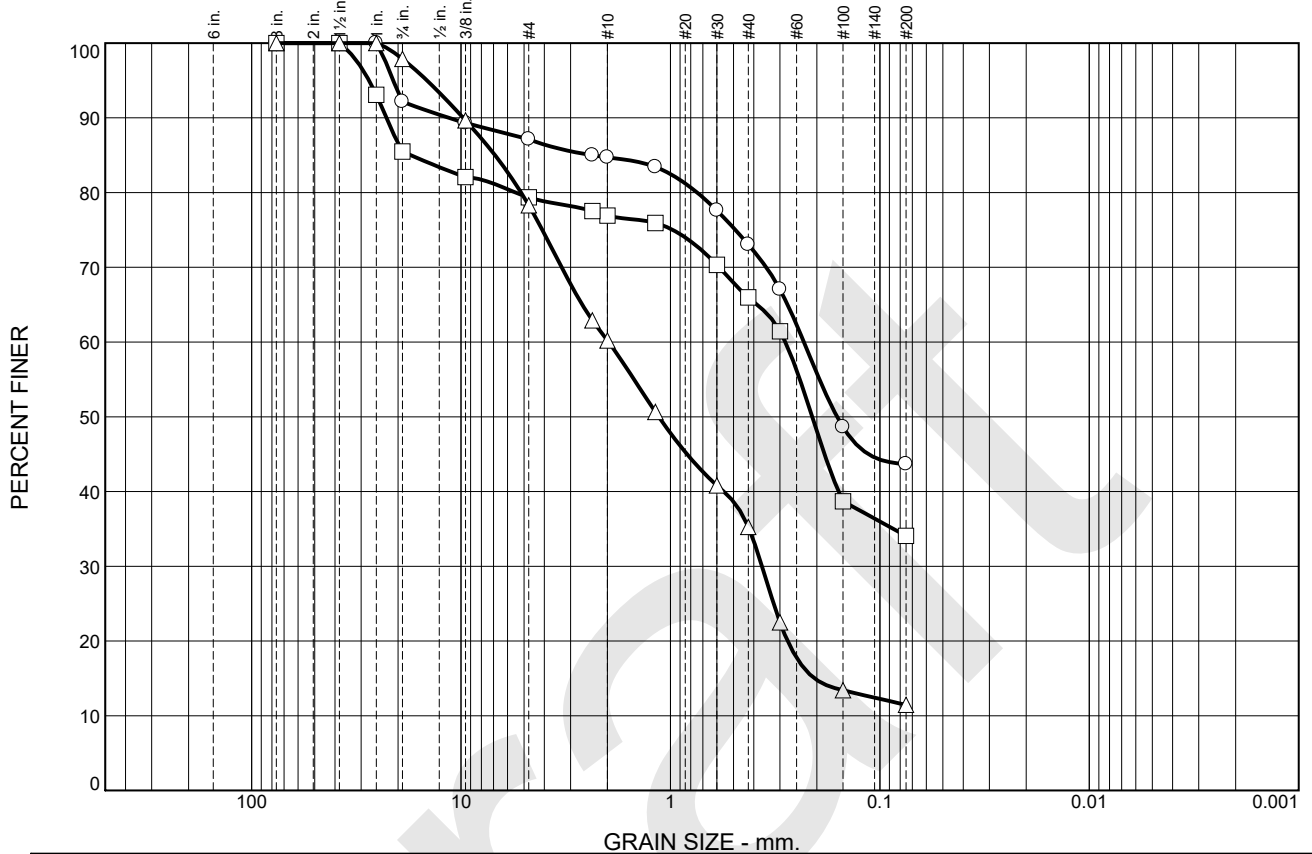
29 Sugarloaf Terrace, Alamo, CA 94507 - Tel: (510) 409-2916 - Fax: (925) 891-9267 - Email: soiltesting@aol.com

## MOISTURE CONTENT/DRY DENSITY

Job #: 2300301  
Job Name: Nacimiento Dam Access Road  
Date: 6/21/2023  
Tested by: Brad Hillebrandt

<b>Additional Tests:</b>						
<b>Test Pit #:</b>	TP-1	TP-1	TP-2			
<b>Depth:</b>	3.0 - 3.5	4.5 - 5.0	4.0 - 4.5			
<b>Sample Description:</b>	Light brown silty SAND	Light brown silty SAND	Olive brown weathered silty SANDSTONE			
<b>Can #:</b>	384	362	424			
<b>Wet Sample + can</b>	217.8	259.1	230.4			
<b>Dry Sample + can</b>	191.2	226.2	205.4			
<b>Weight can</b>	33.2	32.9	32.3			
<b>Weight water</b>	26.6	32.9	25			
<b>Weight Dry Sample</b>	158	193.3	173.1			
<b>WATER CONTENT (%)</b>	<b>16.8%</b>	<b>17.0%</b>	<b>14.4%</b>			
<b>Weight Sample + Liner</b>	1040.8	1029.0	1074.7			
<b>Weight Liner</b>	238.5	277.0	234.2			
<b>Sample Length</b>	6.0	6.0	6.0			
<b>Sample Diameter</b>	2.39	2.39	2.39			
<b>DRY DENSITY (pcf)</b>	<b>97.2</b>	<b>90.9</b>	<b>103.9</b>			

# Particle Size Distribution Report



	% +3"	% Gravel		% Sand			% Fines	
		Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
○	0.0	7.8	5.1	2.4	11.7	29.3	43.7	
□	0.0	14.5	6.1	2.5	10.9	31.9	34.1	
△	0.0	2.1	19.6	18.1	24.9	23.8	11.5	

SOIL DATA					
SYMBOL	SOURCE	SAMPLE NO.	DEPTH (ft.)	Material Description	USCS
○	TP-1	TP-1-2	2.0 - 4.0'	Olive brown silty SAND	SM
□	TP-1	TP-1-3	6.0 - 8.5'	Olive yellow silty SAND with gravel	SM
△	TP-2	TP-2-1	2.0 - 4.0'	Olive yellow poorly graded SAND with silt and gravel	SP-SM

**B. HILLEBRANDT SOILS TESTING, INC.**  
 +1 510-409-2816  
 SoilTesting@aol.com

Client: GEI  
 Project: Nacimiento Dam Access Road  
 Project No.: 2300301

Figure

Tested By: BH

**GRAIN SIZE DISTRIBUTION TEST DATA**

7/10/2023

**Client:** GEI

**Project:** Nacimiento Dam Access Road

**Project Number:** 2300301

**Location:** TP-1

**Depth:** 2.0 - 4.0'

**Sample Number:** TP-1-2

**Material Description:** Olive brown silty SAND

**USCS:** SM

**Tested by:** BH

**Sieve Test Data**

Dry Sample and Tare (grams)	Tare (grams)	Cumulative Pan Tare Weight (grams)	Sieve Opening Size	Cumulative Weight Retained (grams)	Percent Finer
1205.00	270.70	0.00	3"	0.00	100.0
			1.5"	0.00	100.0
			1.0"	0.00	100.0
			3/4"	73.30	92.2
			3/8"	99.80	89.3
			#4	120.20	87.1
			#8	140.10	85.0
			#10	142.80	84.7
			#16	154.80	83.4
			#30	209.30	77.6
			#40	251.90	73.0
			#50	308.00	67.0
			#100	480.00	48.6
			#200	526.30	43.7

**Fractional Components**

Cobbles	Gravel			Sand				Fines		
	Coarse	Fine	Total	Coarse	Medium	Fine	Total	Silt	Clay	Total
0.0	7.8	5.1	12.9	2.4	11.7	29.3	43.4			43.7

D <sub>5</sub>	D <sub>10</sub>	D <sub>15</sub>	D <sub>20</sub>	D <sub>30</sub>	D <sub>40</sub>	D <sub>50</sub>	D <sub>60</sub>	D <sub>80</sub>	D <sub>85</sub>	D <sub>90</sub>	D <sub>95</sub>
						0.1601	0.2306	0.7456	2.3540	11.4291	21.0685

<b>Fineness Modulus</b>
1.70

**GRAIN SIZE DISTRIBUTION TEST DATA**

7/10/2023

**Client:** GEI

**Project:** Nacimiento Dam Access Road

**Project Number:** 2300301

**Location:** TP-1

**Depth:** 6.0 - 8.5'

**Sample Number:** TP-1-3

**Material Description:** Olive yellow silty SAND with gravel

**USCS:** SM

**Tested by:** BH

**Sieve Test Data**

Dry Sample and Tare (grams)	Tare (grams)	Cumulative Pan Tare Weight (grams)	Sieve Opening Size	Cumulative Weight Retained (grams)	Percent Finer
1761.50	263.70	0.00	3"	0.00	100.0
			1.5"	0.00	100.0
			1.0"	103.50	93.1
			3/4"	217.30	85.5
			3/8"	268.50	82.1
			#4	309.10	79.4
			#8	336.50	77.5
			#10	345.70	76.9
			#16	360.50	75.9
			#30	444.40	70.3
			#40	509.60	66.0
			#50	577.70	61.4
			#100	918.20	38.7
			#200	987.40	34.1

**Fractional Components**

Cobbles	Gravel			Sand				Fines		
	Coarse	Fine	Total	Coarse	Medium	Fine	Total	Silt	Clay	Total
0.0	14.5	6.1	20.6	2.5	10.9	31.9	45.3			34.1

D <sub>5</sub>	D <sub>10</sub>	D <sub>15</sub>	D <sub>20</sub>	D <sub>30</sub>	D <sub>40</sub>	D <sub>50</sub>	D <sub>60</sub>	D <sub>80</sub>	D <sub>85</sub>	D <sub>90</sub>	D <sub>95</sub>
					0.1575	0.2103	0.2828	5.4792	17.3851	22.6991	27.5028

<b>Fineness Modulus</b>
2.29

**GRAIN SIZE DISTRIBUTION TEST DATA**

7/10/2023

**Client:** GEI

**Project:** Nacimiento Dam Access Road

**Project Number:** 2300301

**Location:** TP-2

**Depth:** 2.0 - 4.0'

**Sample Number:** TP-2-1

**Material Description:** Olive yellow poorly graded SAND with silt and gravel

**USCS:** SP-SM

**Tested by:** BH

**Sieve Test Data**

Dry Sample and Tare (grams)	Tare (grams)	Cumulative Pan Tare Weight (grams)	Sieve Opening Size	Cumulative Weight Retained (grams)	Percent Finer
1338.00	265.20	0.00	3"	0.00	100.0
			1.5"	0.00	100.0
			1.0"	0.00	100.0
			3/4"	22.70	97.9
			3/8"	111.00	89.7
			#4	232.80	78.3
			#8	398.00	62.9
			#10	426.90	60.2
			#16	529.40	50.7
			#30	635.00	40.8
			#40	694.40	35.3
			#50	831.40	22.5
			#100	928.90	13.4
			#200	949.80	11.5

**Fractional Components**

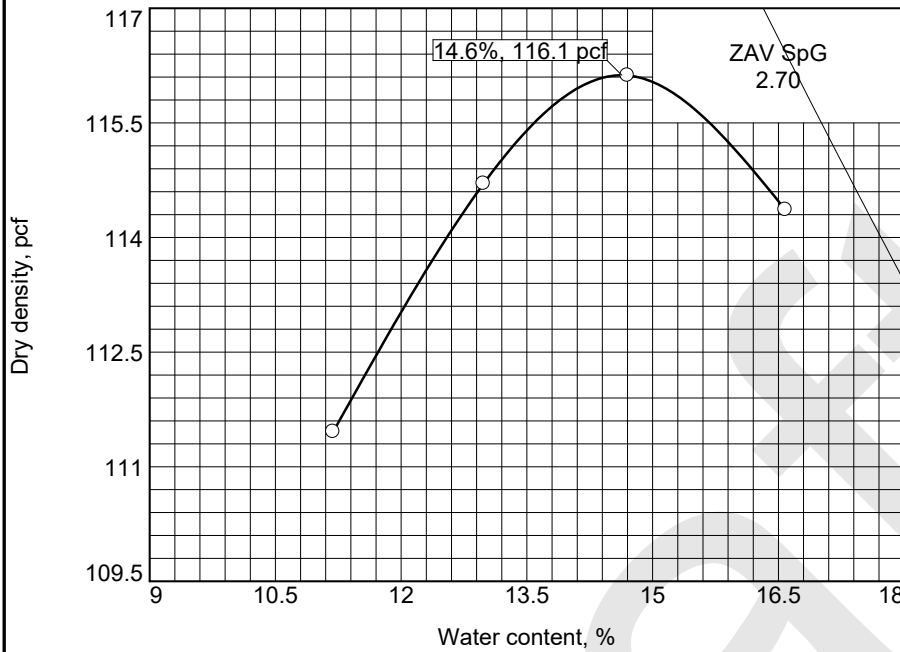
Cobbles	Gravel			Sand				Fines		
	Coarse	Fine	Total	Coarse	Medium	Fine	Total	Silt	Clay	Total
0.0	2.1	19.6	21.7	18.1	24.9	23.8	66.8			11.5

D <sub>5</sub>	D <sub>10</sub>	D <sub>15</sub>	D <sub>20</sub>	D <sub>30</sub>	D <sub>40</sub>	D <sub>50</sub>	D <sub>60</sub>	D <sub>80</sub>	D <sub>85</sub>	D <sub>90</sub>	D <sub>95</sub>
		0.2051	0.2758	0.3654	0.5566	1.1373	1.9749	5.1662	6.8858	9.7740	14.5383

<b>Fineness Modulus</b>
3.44

# COMPACTION TEST REPORT

**Curve No.**  
**1**



**Test Specification:**  
ASTM D 1557-12 Method A Modified

**Hammer Wt.:** 10 lb.  
**Hammer Drop:** 18 in.  
**Number of Layers:** five  
**Blows per Layer:** 25  
**Mold Size:** 0.03333 cu. ft.

**Test Performed on Material**  
 Passing #4 Sieve

**Soil Data**  
 NM \_\_\_\_\_ Sp.G. \_\_\_\_\_  
 LL \_\_\_\_\_ PI \_\_\_\_\_  
 %>#4 12.9 %<#200 43.7  
 USCS SM AASHTO \_\_\_\_\_

### TESTING DATA

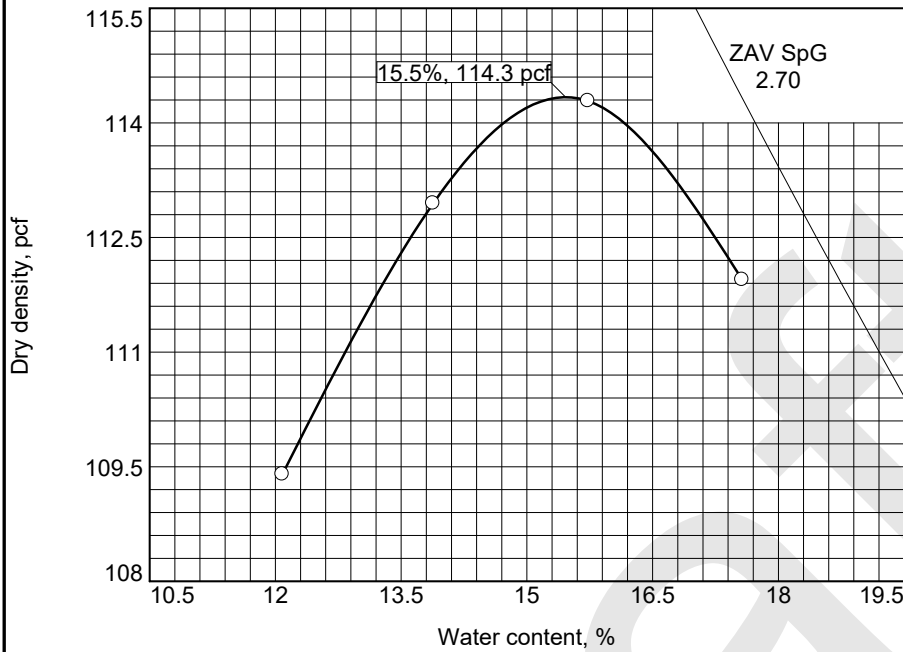
	1	2	3	4	5	6
<b>WM + WS</b>	3844.0	3929.7	3984.0	3986.1		
<b>WM</b>	1970.4	1970.4	1970.4	1970.4		
<b>WW + T #1</b>	2071.5	2224.2	2203.7	2225.8		
<b>WD + T #1</b>	1886.2	1999.7	1950.4	1948.2		
<b>TARE #1</b>	230.2	270.6	227.2	274.2		
<b>WW + T #2</b>						
<b>WD + T #2</b>						
<b>TARE #2</b>						
<b>MOISTURE</b>	11.2	13.0	14.7	16.6		
<b>DRY DENSITY</b>	111.5	114.7	116.1	114.4		

TEST RESULTS	Material Description
Maximum dry density = 116.1 pcf Optimum moisture = 14.6 %	Olive brown silty SAND
<b>Project No.</b> 2300301 <b>Client:</b> GEI <b>Project:</b> Nacimiento Dam Access Road  ○ <b>Source of Sample:</b> TP-1 <b>Depth:</b> 2.0 - 4.0' <b>Sample Number:</b> TP-1-2 <b>B. HILLEBRANDT SOILS TESTING, INC.</b> +1 510-409-2816 SoilTesting@aol.com	<b>Remarks:</b>     <p style="text-align: right;"><b>Figure</b></p>

Tested By: BH

# COMPACTION TEST REPORT

**Curve No.**  
**2**



**Test Specification:**  
ASTM D 1557-12 Method A Modified

**Hammer Wt.:** 10 lb.  
**Hammer Drop:** 18 in.  
**Number of Layers:** five  
**Blows per Layer:** 25  
**Mold Size:** 0.03333 cu. ft.

**Test Performed on Material**  
 Passing #4 Sieve

**Soil Data**  
 NM \_\_\_\_\_ Sp.G. \_\_\_\_\_  
 LL \_\_\_\_\_ PI \_\_\_\_\_  
 %>#4 20.6 %<#200 34.1  
 USCS SM AASHTO \_\_\_\_\_

### TESTING DATA

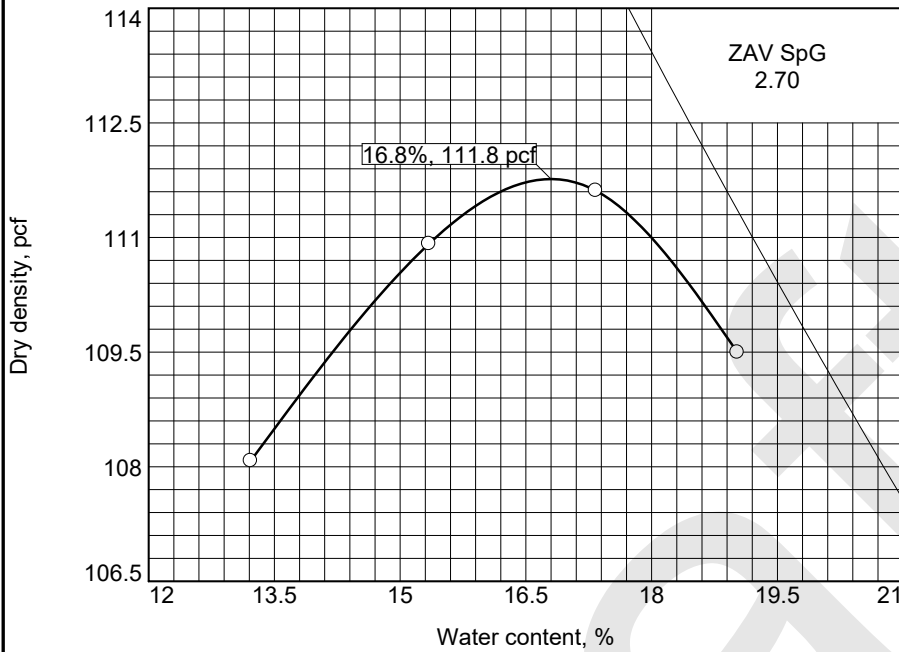
	1	2	3	4	5	6
<b>WM + WS</b>	3824.2	3915.0	3970.0	3960.2		
<b>WM</b>	1970.4	1970.4	1970.4	1970.4		
<b>WW + T #1</b>	2080.5	2219.0	2411.9	2238.1		
<b>WD + T #1</b>	1884.4	1982.0	2144.7	1947.4		
<b>TARE #1</b>	261.5	274.8	446.0	292.8		
<b>WW + T #2</b>						
<b>WD + T #2</b>						
<b>TARE #2</b>						
<b>MOISTURE</b>	12.1	13.9	15.7	17.6		
<b>DRY DENSITY</b>	109.4	112.9	114.3	111.9		

TEST RESULTS	Material Description
Maximum dry density = 114.3 pcf Optimum moisture = 15.5 %	Olive yellow silty SAND with gravel
<b>Project No.</b> 2300301 <b>Client:</b> GEI <b>Project:</b> Nacimiento Dam Access Road  ○ <b>Source of Sample:</b> TP-1 <b>Depth:</b> 6.0 - 8.5' <b>Sample Number:</b> TP-1-3 <b>B. HILLEBRANDT SOILS TESTING, INC.</b> +1 510-409-2816 SoilTesting@aol.com	<b>Remarks:</b>     <div style="text-align: right;"><b>Figure</b></div>

Tested By: BH

# COMPACTION TEST REPORT

**Curve No.**  
**3**



**Test Specification:**  
ASTM D 1557-12 Method A Modified

**Hammer Wt.:** 10 lb.  
**Hammer Drop:** 18 in.  
**Number of Layers:** five  
**Blows per Layer:** 25  
**Mold Size:** 0.03333 cu. ft.

**Test Performed on Material**  
Passing #4 Sieve

**Soil Data**  
**NM** \_\_\_\_\_ **Sp.G.** \_\_\_\_\_  
**LL** \_\_\_\_\_ **PI** \_\_\_\_\_  
**%>#4** 21.7 **%<#200** 11.5  
**USCS** SP-SM **AASHTO** \_\_\_\_\_

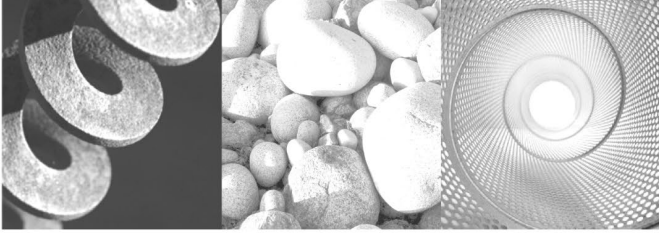
### TESTING DATA

	1	2	3	4	5	6
<b>WM + WS</b>	3820.3	3904.6	3950.3	3940.7		
<b>WM</b>	1970.4	1970.4	1970.4	1970.4		
<b>WW + T #1</b>	2080.4	2376.9	2268.6	2204.7		
<b>WD + T #1</b>	1870.0	2120.0	1976.7	1894.5		
<b>TARE #1</b>	278.2	445.8	292.8	263.9		
<b>WW + T #2</b>						
<b>WD + T #2</b>						
<b>TARE #2</b>						
<b>MOISTURE</b>	13.2	15.3	17.3	19.0		
<b>DRY DENSITY</b>	108.1	110.9	111.6	109.5		

TEST RESULTS	Material Description
Maximum dry density = 111.8 pcf Optimum moisture = 16.8 %	Olive yellow poorly graded SAND with silt and gravel
<b>Project No.</b> 2300301 <b>Client:</b> GEI <b>Project:</b> Nacimiento Dam Access Road  ○ <b>Source of Sample:</b> TP-2 <b>Depth:</b> 2.0 - 4.0' <b>Sample Number:</b> TP-2-1	<b>Remarks:</b>
<b>B. HILLEBRANDT SOILS TESTING, INC.</b> +1 510-409-2816 SoilTesting@aol.com	

Figure

Tested By: BH



## Final Report

# 2024 Geologic Evaluation of Slopes Above Nacimiento Powerhouse

Nacimiento Dam, Paso Robles, California

### Submitted to:

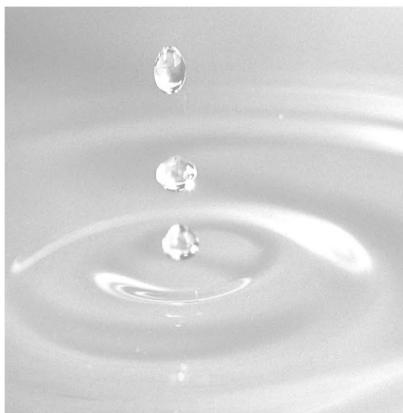
Mark Foxworthy, P.E.  
1441 Schilling Place  
Salinas, CA 93901

### Submitted by:

GEI Consultants  
180 Grand Avenue, Suite 950  
Oakland, CA 94612  
510.350.2900

May 13, 2026

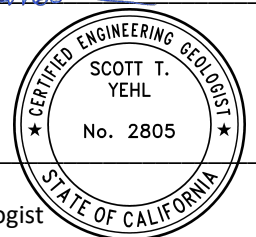
Project No.2404374



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Senior Engineering Geologist



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# 1. Introduction

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## 1.1. Project Overview

This report summarizes the most recent geologic evaluation by GEI Consultants, Inc. (GEI) of the slopes above the Nacimiento Powerhouse (Powerhouse) at Lake Nacimiento Dam. The dam is on the Nacimiento River in northern San Luis Obispo County, in the central Coast Ranges of California. The Powerhouse is located in the downstream right toe area of the dam, which is bordered by steep to moderately steep slopes up to several hundred feet high that are interrupted by road cuts (Figure 1). The dam and Powerhouse are owned and operated by the Monterey County Water Resources Agency (MCWRA). The facilities are under the regulatory jurisdiction of the California Department of Water Resources, Division of Safety of Dams (DSOD) and the Federal Energy Regulatory Commission (FERC).

A portion of the slope directly above the Powerhouse failed in 1995, with the resulting debris coming to rest against the Powerhouse and exposed penstock. No significant slope failures have occurred since 1995; however, recommendations were made in the 2014 6<sup>th</sup> and 2019 7<sup>th</sup> FERC Part 12D Potential Failure Mode Analysis (PFMA) workshop to perform an evaluation of the slope and document the current conditions.

The 2014 6<sup>th</sup> FERC Part 12D Report recommended “the geology and drainage condition above the Powerhouse should be reviewed. The landslide and debris flow hazard to the Powerhouse should be addressed to assure long-term safety and operation of the Powerhouse.”

The 2019 7<sup>th</sup> FERC Part 12D PFMA identified Potential Failure Mode (PFM) O-1: “A slope failure causes damage to or inoperability of the exposed Low-Level conduit or Low-Level Outlet valves. (This is operational because the failure mode can be initiated independent of the reservoir level or flood event).” PFM O-1 is a Category II PFM.

In response to the 2014 and 2019 6<sup>th</sup> and 7<sup>th</sup> FERC Part 12D recommendations, it was established that a geologic evaluation of slope failure hazard above the Powerhouse be conducted every 5 years. GEI personnel conducted a geologic evaluation of the slope above the Nacimiento Powerhouse and submitted a draft report in November 2019 (GEI, 2019). The 5-year re-evaluation of the slope that is summarized in this report was authorized by MCWRA on February 14, 2024.

## 1.2. Purpose and Scope

The purpose of this report is to document the existing condition and present the findings of the geologic evaluation of the slope above (south of) the Powerhouse and adjacent to Nacimiento Lake Drive south of the dam. The general scope of the geologic evaluation included the following:

- Reviewing existing data and information;
- Field geologic mapping;
- Performing geologic evaluations and developing recommendations to mitigate future slope failure and erosion; and

- Preparing this report.

Existing data and information that was reviewed for this study includes geologic mapping and literature published by the U.S. Geological Survey (USGS) and the California Geological Survey (CGS), unpublished project-related reports provided by MCWRA, data and information contained in GEI's project archives, data collected by GEI during the 2019 geologic evaluation and in 2023, and historical photographs and drawings of the dam site and Powerhouse. Relevant data and information are incorporated and referenced (as appropriate) throughout this report.

Field geologic mapping was conducted by GEI geologist Scott Yehl PG CEG and engineer Chris Bain on June 4 and 5, 2024. The field mapping was done at a scale of 1:600, utilizing available ortho-imagery and LiDAR-derived contours for a portion of the site as a base map. A Brunton compass and the mobile application Clino were used in combination to measure the orientation (strike and dip) of bedrock discontinuities observed in the field. Observed features and data were located and plotted on base maps using standard field mapping techniques; in many cases, data were located and recorded using a field tablet (iPad) with GPS capability. The resulting geologic map is presented in Figure 2. The majority of observed outcrops were also photo-documented during the mapping. Photographs of key geologic features are included in this report. Many photographs from the 2019 geologic evaluation were recreated during the 2024 reconnaissance and the comparisons are included in Appendix A. Standalone photographs from 2024 are embedded in the report and are referred to as "Photograph 2024-X".

### **1.3. Background Information**

#### ***1.3.1. 1995 Slope Failure***

In March 1995 after a period of high rainfall, a series of debris flows occurred on the slopes above the south side of the Powerhouse. One of the debris flows was directly above the Powerhouse and involved part of the unimproved access road above the Powerhouse. This debris flow came to rest against the southwest corner of the Powerhouse and 66-inch-diameter penstock, which enters the building from the west. There was no damage to the Powerhouse or penstock from that event, but it triggered a geologic evaluation of the slopes above the Powerhouse to assess the cause(s) and potential for additional failures.

During the same 1995 event, multiple debris flows and some concentrated erosion occurred along Lake Nacimiento Drive, on the higher slopes above and south of the Powerhouse. The debris flows initiated in the canyons on the uphill (south) side of the road and some of the debris was deposited on the roadway. One culvert beneath the roadway was plugged with debris, which caused runoff to spill across and over the outside edge of the roadway. The runoff created several erosion rills and caused shallow sloughing of fill materials beneath the roadway. Debris that was eroded from the fill slopes apparently was deposited in the right downstream groin area of the dam, in the vicinity of the Powerhouse.

Following the March 1995 slope failure, MCWRA engaged RUST Environment & Infrastructure (RUST; 1995a and 1995b) to perform geologic and geotechnical studies to evaluate the slope failures above the Powerhouse and on the higher slopes below Lake Nacimiento Drive. The 1995 investigations included geologic mapping, three geotechnical borings along Lake Nacimiento Drive, and three test pits in the

unimproved access road above the Powerhouse. The complete reports by RUST are included as appendices to the 2019 GEI report.

RUST (1995a) concluded that the slope failure above the Powerhouse was a debris flow that involved older colluvium or landslide debris that evacuated from a swale or “chute” directly above the Powerhouse. They estimated the thickness of the debris to be on the order of about 5 feet thick and speculated the debris flow chute was over-steepened during construction of the powerhouse in 1986. RUST (1995a) made numerous recommendations to mitigate future slope failures above the Powerhouse, including debris removal and drainage improvements. They also recommended construction of a concrete wall to protect the exposed portion of the penstock where it enters the Powerhouse.

In their assessment of the slopes below Lake Nacimiento Drive, RUST (1995b) mapped numerous small cracks in the roadway, thick fills underlying portions of the road, and several erosion features on the fill slopes. Their borings showed the thickness of the fills to be roughly 18- to 23 feet thick. They noted poor surface drainage along the roadway and in the right groin area of the dam and recommended, among other things, drainage improvements and relocating Lake Nacimiento Drive about 10 to 15 feet into the hillside (to the south), presumably to minimize the fill prism beneath the road.

### ***1.3.2. 2019 Geologic Evaluation***

In response to the 2014 and 2019 6th and 7th FERC Part 12D recommendations outlined in Section 1.1, GEI personnel conducted a geologic evaluation of the slopes above the Nacimiento Powerhouse in October 2019. A draft report of the evaluation was submitted to MCWRA in November 2019. The report concluded that the condition of the slopes above the Powerhouse had generally not deteriorated a perceptible amount since the previous assessment by Rust (1995). They also recommended various slope hazard mitigation measures and slope drainage system improvements for MCWRA to consider.

### ***1.3.3. 2023 January Storms***

In February 2023, GEI personnel conducted a site reconnaissance along the downstream right abutment slopes as part of an emergency response and assessment following significant storm events in January 2023. One area that was identified during the reconnaissance (named Area 3) is the part of the access road in the swale directly above the Powerhouse. Minor raveling of the downslope edge of the access road was observed in this area.

### ***1.3.4. 2023 Test Pit Exploration***

On May 31, 2023, A test pit was excavated within the access road directly above the Powerhouse (Figure 3). The test pit encountered road fill approximately 1 foot thick, directly overlying in-place intensely weathered sandstone bedrock. The excavator met refusal at approximately 3.5 feet below ground surface, where the native bedrock became un-rippable with a small excavator.

## 2. Geologic Conditions

---

### 2.1. Geology of the Project Area

Published geologic mapping by the USGS (Durham, 1968 and Dibblee, 1971; 2006) indicates bedrock at the dam site consists of marine sedimentary rocks of the Vaqueros Formation<sup>1</sup> (Figure 4). These rocks unconformably overlie older Cretaceous marine sandstone and conglomerate of an unnamed formation that Marliave (1957) labeled as the Atascadero Formation. The contact between the Vaqueros Formation and the older Cretaceous rocks is mapped near the upstream right toe area of the dam. The Powerhouse, near the right downstream toe, is underlain entirely by Vaqueros Formation. The published mapping indicates bedding in the Vaqueros Formation rocks strikes north-northwest and dips about 45 degrees to the northeast.

The Vaqueros Formation consists predominantly of sandstone with occasional pebble lenses, conglomerate, and thin interbeds of siltstone or claystone. The sandstone typically is light gray and fine- to coarse-grained. Sands typically are subrounded to subangular, quartz-rich, and very thickly (3 to 10 feet) bedded to massive (> 10 feet thick). The sandstone includes some trough channel fills and fine gravels, and occasional interbeds of conglomerate, particularly in the basal part of the unit. The conglomerate typically includes well-rounded pebbles and subrounded to subangular cobbles of predominantly volcanic lithologies and is thickly (1 to 3 feet) to very thickly (3 to 10 feet) bedded. The conglomerate locally includes subrounded boulders of weathered granite. The sandstone varies from weakly indurated and moderately hard to soft and friable, depending mainly on the degree of cementation. In some places, veins or bulbous “films” of calcite or dolomite are present on fracture surfaces. Thin sections performed by Geomatrix (2007) for the sloping Nacimiento pipeline intake in the upstream left abutment of Nacimiento Dam indicate the sandstones generally are arkosic (i.e., contain abundant quartz and potassium feldspar) and calcareously cemented

### 2.2. Site Geologic Conditions

#### 2.2.1. Geologic Conditions Overview

The following sections describe our field observations and interpretations of the geologic conditions at the site, based on our 2024 field reconnaissance, review of the 2019 GEI field reconnaissance, and review of other existing information. The results of our geologic mapping are presented in Figure 2, which should be referred to for the following discussions.

#### 2.2.2. Powerhouse Slopes

Figure 5 shows the inclination of the slopes (in degrees) above the Powerhouse using 2018 LiDAR. This figure is included for to inform subsequent evaluations that could compare future topographic data with the surface provided in this report.

---

<sup>1</sup> Note that RUST (1995a; 1995b) reported the rocks as belonging to the Monterey Formation, which is incorrect based on the published mapping and site observation.

The slopes above the Powerhouse expose massive to faintly bedded tan to light gray sandstone (Appendix A Photograph 1). The sandstone generally is weak and moderately soft, but some outcrops exhibit a moderately hard, gray weathering rind on the order of ½ inch thick. In other places the sandstone is weakly cemented by CaCO<sub>3</sub>, which results in local areas of relatively harder, stronger rock. The sandstone is overlain in numerous places by older colluvium (or landslide debris) that consists of subangular fragments of sandstone in a silty sand matrix. These older surficial deposits typically are weakly to moderately cemented and up to about 8 to 10 feet thick in places. Some slopes are mantled by younger colluvial deposits, which typically are loose and sandy. Most of the cuts and steeper, natural bedrock slopes around the site have a loose, sandy colluvial deposit at their base, which reflects the weak, erodible nature of the sandstone. Relatively thick colluvial deposits fill the bedrock swales directly upstream and downstream of the Powerhouse.

The linear, concave swale directly above the Powerhouse is the source of the debris flow that impacted the Powerhouse and penstock in 1995 (Appendix A Photographs 1 and 2). The swale extends at least 60 feet above, and 60 feet below, the unimproved access road that passes above the Powerhouse. The toe of the swale intersects the near vertical cut adjacent to the Powerhouse and penstock (Appendix A Photograph 3). The swale exposes bedrock throughout most of its length, but older colluvium is exposed in the middle part of the slope, directly below the unimproved access road. This older colluvium likely filled the swale (above and below the access road) prior to 1995. A historical photograph from 1986 from the Powerhouse construction activities clearly shows the lower portion of this swale was filled with colluvium/debris (Appendix A Photograph 4). The ultimate failure/evacuation of the debris in 1995 likely was related to the steep cut at the toe of the slope (as originally proposed by RUST, 1995a), which resulted in the debris daylighting in the cut. In the same fashion, the cut for the access road above the Powerhouse likely undermined the upper part of the swale, which also failed in the 1995 event.

Many of the cut slopes and natural bedrock exposures above the Powerhouse exhibit thin (≤ 1-foot-thick) slabs of rock that are partially detached from the underlying, intact rock mass. In most cases, these slabs appear to be associated with surface-parallel joints and root-jacking from nearby trees or shrubs (Appendix A Photographs 5 through 7). The roots appear to be slowly heaving these slabs off, and their presence allows rainfall and runoff to infiltrate the cracks, which likely contributes to the failure of these slabs. A failure of this type occurred sometime in the recent past (prior to 2019) on the south side of the Powerhouse, depositing several feet of debris between the cut slope and Powerhouse (Appendix A Photographs 8 and 9). Numerous other recent and incipient failures of this type were noted around the Powerhouse.

The comparison Appendix A, Photograph 7 2024 image shows a small (approximately 1 foot in dimension) block failure that has occurred since 2019. The failure occurred via planar sliding along bedding as a result of root jacking. Several trees in this area also appear to be tilted more steeply down slope than observed in 2019. The small block failure did not damage any existing infrastructure (i.e., the above-ground half round CMP along the base of the slope) and occurred approximately 120 feet west of the Powerhouse. It is possible that small (1 to 3 feet in dimension) block failures in this area will continue. At a minimum, these failures have the potential to damage the half round CMP directly downslope of the area. A close-up view of the failure location is shown in Photograph 2024-1 below.



*Photograph 2024-1. Close-up view of recent block failure location via planar sliding on bedding. Incipient block failure (approximately 1-foot in dimension) circled in red.*

The condition of the slope above the powerhouse has changed little since 2019. A veneer of new colluvial debris sourced primarily from road fill material mantles portions of the slope directly below the access road. New erosion along the downslope edge of the access road was also noted. One new discrete, surficial failure was identified on the east margin of the swale (Figure 2). The failure is approximately 12 feet long, 8 feet wide, and less than a foot thick. The failure and new colluvial materials are identified in Photographs 2024-2, 2024-3, 2024-4 and 2024-5 below.



*Photograph 2024-2. Recent shallow failure above Powerhouse and erosion along edge of access road. View is to the West.*



*Photograph 2024-3. View of recent shallow failure above Powerhouse, and erosion along edge of access road. View is to the North.*



*Photograph 2024-4. View of the recent shallow failure and erosion along the edge of the access road from below. View is to the South.*

All of the new sloughing and erosion appears to be primarily concentrated within the road fill material. As shown in the test pit log of TP-3 (Figure 3), the road fill is approximately 1 foot thick and overlies weak, rippable rock to a depth of approximately 3.5 feet. Without mitigation, progressive erosion of downslope edge of the road is expected to continue, primarily sourced from this shallow material.

Above the southeast corner of the Powerhouse (and adjacent to the debris flow swale), a bedrock “spur” exposes some of the harder rock observed at the site. Relatively well-developed bedding and several prominent joints give the rock a slightly blocky appearance (Appendix A Photograph 10). This outcrop and a knob of similar looking rock further to the east (downstream) exhibited large cavities and spheroidal voids, with local overhanging sections. The voids and cavities appear to be related to weathering processes. The overhanging sections in these outcrops have the potential to become unstable over time and at a minimum, small block failures from these outcrops are possible.

### **2.2.3. Lake Nacimiento Drive Slopes**

The uphill (south) side of Lake Nacimiento Drive is bordered by rock cuts up to about 80 feet high, whereas the downhill (north) side of the road is situated on cuts and fills (Appendix A Photograph 11). Borings drilled by RUST (1995b) indicate the fills are on the order of about 23 feet thick in places and generally consist of medium dense, silty sand. The cut slopes and other natural exposures adjacent to the road expose sandstone similar to that observed around the Powerhouse.

Our observations indicate the road generally is performing well, without obvious evidence of an incipient large slope instability. Minor, discontinuous transverse cracks are observed throughout the roadway, but

none exhibit differential (vertical) movement or appear to be significant in any way. At a couple of locations transverse-oriented patches were also noted. Most cracks near the edge of the road are coincident with vegetation growth, which accentuates their appearance. Longitudinal cracks and subtle depressions along the edges of the paved roadway also appear to be minor (Appendix A Photograph 12). Some of these features likely are due to “wear and tear” from vehicular traffic. In many areas surface drainage is clearly eroding the unpaved portion of the outer edge of the roadway, causing the asphalt to crack, bend, and eventually break off. Several long, linear patches were apparent along the inside edge of the roadway where this has happened (Appendix A Photographs 13 and 14). Only one section along the outer edge of the roadway showed signs of apparent settlement or differential movement (Appendix A Photographs 15 and 16). This area is about 25 feet long and is the same “settled” area noted by RUST (1995b). One continuous arcuate crack in this area shows about  $\frac{1}{8}$  to  $\frac{1}{4}$  inch of differential (vertical) movement. The 2024 reconnaissance revealed no major changes in the roadway since 2019. Several new small pothole repair patches were noted. These patches did not appear to be related to damage from settlement or slope stability issues. No new settlement was observed.

Along the outer edge of the road, the fill slopes are steep and shallow sloughing and erosion affects the upper parts of the slope (Appendix A Photographs 17 and 18). Near the top of the slopes by the roadway, vegetation is sparse and consists primarily of grasses. The fill in these areas are extensively burrowed and appear loose at the surface (Appendix A Photograph 19). Sloughing of the upper fill slopes becomes progressively worse to the east (towards the dam), but nowhere does it encroach on the paved roadway. Except for one area, the guardrail and posts along the outer edge of the road are straight and plumb throughout this area. Some minor, surficial sloughing since 2019 was observed along the edge of the fill slope during the 2024 reconnaissance. The guardrail posts remain unchanged since 2019.

Further below the roadway, two prominent gullies have eroded into the fill. These were not observed in the field because of access constraints and vegetation, but they are apparent in the available LiDAR data. The gullies likely are the result of uncontrolled runoff from the roadway.

Near the eastern end of our map area, an 18-inch culvert is buried beneath the roadway (Appendix A Photograph 20). The culvert collects surface runoff from the road and a large, natural drainage on the south side of the road and conveys it to the north side of the road. At the downstream end, the culvert discharges directly onto the natural slope below the road and road fill. This area has experienced significant erosion from historical rain events, which has undermined one 4x6 post of the guardrail and compromises several others (Appendix A Photograph 21). Further below the road, the culvert has eroded a gully about 6 feet deep and 6 feet wide that extends down to the edge of the dam (Appendix A Photographs 22 and 23). The bottom of the gully exposes bedrock in several locations, and older colluvium is exposed in the gully walls. In the vicinity of the culvert outlet, no additional erosion since 2019 was observed during the 2024 reconnaissance.

## **2.3. Bedrock Structure and Kinematic Assessment**

### **2.3.1. Bedrock Structure**

As described above, most of the sandstone at the site is massive, with subtle bedding observed or inferred only in a few places. Relatively “good” bedding was observed at only a couple of locations,

including the bedrock spur and in the cut slope for the access road above the Powerhouse (see Figure 2). Bedrock joints were observed in numerous outcrops, but they were not pervasive or continuous across the site. Well-developed, systematic joints were observed only at a few locations. GEI collected 14 new discontinuity measurements across the site during the 2024 reconnaissance, which was added to the existing 2019 dataset of 44 measurements. Figure 6 shows a stereonet plot of the combined 58 discontinuities (bedding and joints) that were measured during both field mapping efforts. As shown in Figure 6, 4 discontinuity sets were interpreted from these data listed below in order of prominence with their corresponding average set plates (strike/dip in degrees, right-hand-rule<sup>2</sup>):

- Bedding (268/49)
- Joint Set 1 (J1) (200/82)
- Joint Set 2 (J2) (139/63)
- Joint Set 3 (J3) (194/38)

The additional discontinuity data collected during the 2024 reconnaissance indicates that the typical bedding orientation dips to the north, which deviates somewhat from the northeast dip direction reported in 2019 using a smaller dataset. This is closer to the average dip direction of the slope above the powerhouse. This suggests that the slope may be susceptible to kinematic failures via planar sliding on bedding discontinuities. This is corroborated by observations of small block failures on bedding surfaces (such as that described in Appendix A Photograph 7).

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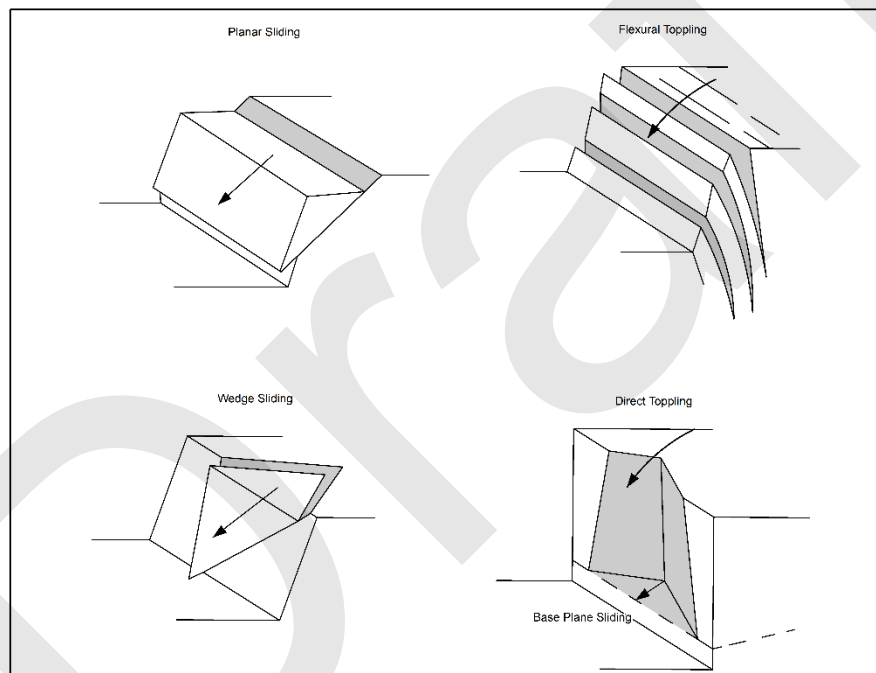
<sup>2</sup> Right-hand-rule is a data reporting convention where the strike trend is recorded in the azimuth direction such that the true dip (incline) of the plane is to the observer's right.

## 3. Kinematic Assessment

### 3.1.1. Kinematic Assessment Overview

A basic kinematic evaluation of the slope above the Powerhouse was performed to evaluate several discontinuity-controlled failure types. The failure types include planar (block) sliding, wedge sliding, flexural toppling, and direct toppling, schematically shown below as Inset 1. These analyses were performed using a discontinuity friction angle of 30 degrees, based on published values for rock similar to that observed at the slope (Hoek and Bray, 1997). The kinematic analyses did not consider cohesion of the discontinuities, which is conservative.

**Inset 1. Kinematic Failure Mode Schematic**



Planar failures can occur when a plane of weakness (such as a joint) daylights in a slope at an angle steeper than the angle of friction of the joint surface and when the angular range between the strike of the potential failure plane and the strike of the slope face (termed lateral limits) are less than about 20 to 30 degrees.

Wedge failures can occur when two discontinuities within the cut slope intersect and their line of intersection (termed plunge line) daylights in the slope and plunges at an angle steeper than the friction angle of the joints. In these cases, unstable “wedges” of rock can slide out of the slope. Wedge failures can often include a third joint that acts as a “releasing” joint.

Flexural toppling failures can occur when closely spaced discontinuities within the cut slope are steeply dipping into the slope face and the lateral limit is less than about 30 degrees. Flexural toppling can only

occur when planes (discontinuities) can slide with respect to each other, ultimately leading to flexure and breaking off of rock slabs that can fall out of the rock face.

Direct toppling is a more common mechanism and can occur when two steeply-dipping discontinuities intersect to form a plunge line dipping into the slope and a third low-angle joint acts as a release plane (or sliding plane) for the discrete block, allowing it to fall or slide out of the slope. Both toppling mechanisms (flexural and direct) also consider the friction angle of the joints.

### ***3.1.2. Analysis and Results***

All set planes and intersections within the dataset were evaluated using the computer software program Dips (Version 8.0) by Rocscience. An average dip direction of 356 degrees was used for the slope, which is sub-parallel to the dip direction of bedding. Because of this, the results of the analysis indicate that the slope's susceptibility to kinematic failure is sensitive to the selection of the slope inclination input parameter.

The average inclination of the slope above the Powerhouse is approximately 40 degrees, but locally varies widely between 20 and 75 degrees (Figure 5). Where the slope inclination is less than 40 degrees, or where the dip of the bedding exceeds the slope inclination, planar sliding failures are considered unlikely. Where the slope is inclined at or steeper than 49 degrees, or where the dip of the bedding is less than the slope inclination (i.e., bedding daylight in the slope), planar sliding failures are possible. The slope above the powerhouse exhibits a dip direction of approximately 356 degrees, which is sub-parallel to the dip direction of bedding.

## 4. Discussion

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In general, the geologic conditions observed on the slopes above the Nacimiento Powerhouse appear to be similar to those described by RUST (1995a) and GEI (2019). No significantly different conditions, or imminent slope failures were identified, but weathering and erosion of the weak sandstone bedrock is ongoing and future slope failures should be expected. Our observations suggest the “typical” slope failure in this area involves a relatively shallow “veneer” of sandstone or colluvium, as opposed to larger, deep-seated rotational or planar failures and debris flows. As described in this report, thin slabs of bedrock are being heaved off by roots at numerous locations and future failures of this type are certain to occur.

The 1995 debris flow evacuated most of the older colluvium that filled the swale behind the Powerhouse, so future debris flows of similar magnitude and volume from this swale are considered unlikely. It is possible, however, that material could fail from the higher slopes above the access road and enter the swale below the road. Given its geometry, any material that enters the swale could move downslope to the Powerhouse or penstock.

As described in this report and shown in Figure 2, there are other colluvial deposits on the slopes adjacent to the Powerhouse. It is possible that some (or all) of this material could fail during a storm event but based on the relatively small size and position near the toe of the slope, such a failure is not likely to damage the Powerhouse or penstock. Bedrock failures from the spur above the Powerhouse (see Appendix A Photographs 1 and 10) also are possible, but these would likely be small blocks that would break up upon impact with the lower slopes and Powerhouse. A larger (global) failure of the spur via planar sliding is possible but deemed unlikely. Based on the location and orientation of the spur, bedrock failures would not likely be directed toward the penstock.

The slopes below Lake Nacimiento Drive generally appear stable, but shallow erosion of the fill slopes is active and ongoing. Cracks in the asphalt pavement appear to be minor and mostly unrelated to distress of the underlying fills. The “settled” area noted by RUST (1995b) appears to be unchanged based our observations from 2019 and 2024. This area exhibits an arcuate crack about 25 feet long with a maximum vertical displacement of about  $\frac{1}{4}$  inch. This area occurs adjacent to an area of shallow sloughing at the road edge and is the only clear feature that may reflect distress of the underlying fill in the roadway. There is no obvious corresponding feature (such as a slump) in the adjacent fill slope. The shallow sloughing in this area is likely related to uncontrolled runoff from the roadway.

Other “defects” in the roadway appear to be related to erosion from poor surface drainage, or general “wear and tear” from vehicular traffic. Long narrow reaches of broken or patched asphalt along the outer edges of the pavement are clearly the result of surface erosion at the edge of the pavement, and they may be aggravated by vehicles. The deep erosion gully at the downstream end of the culvert is beginning to encroach on the roadway, but this area is underlain by bedrock, so failure of the roadway seems unlikely. The condition of this erosion gully appears relatively unchanged between 2019 and 2024. This culvert should be improved, however, to prevent additional headward erosion from occurring.

MCWRA has advanced a stabilization measure for the access road above the powerhouse, with a soil nail wall at the failure chute now designed and scheduled for construction, with completion anticipated by October 2026. Implementation of this improvement is expected to reduce the likelihood of continued material loss and associated narrowing of the road prism, thereby helping to maintain long-term vehicular access in this area.

Protection of the exposed portion of the penstock from debris and rockfall impacts is currently being advanced under a separate design effort by GEI. The measure includes consideration of a wall or barrier system, consistent with the recommendations of RUST (1995a), to reduce the potential for impact-related damage associated with ongoing slope processes.

Draft

## 5. Conclusions and Recommendations

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The following conclusions and recommendations build upon the 2019 slope evaluation, and incorporate recent geologic mapping and updated information. Certain recommendations from the 2019 evaluation have been omitted or consolidated to reflect current project scope and status. Recommendations related to drainage improvements along Lake Nacimiento Drive are being progressed by MCWRA under a separate effort and are not included herein. In addition, one prior recommendation has been removed because its intent is being addressed by the penstock protection measures currently under design by GEI.

1. The condition of the slopes above Nacimiento Powerhouse do not differ significantly from those described by RUST (1995a) and GEI (2019). New minor sloughing and erosion of the downslope side of the access road was observed during the 2024 reconnaissance.
2. The condition of the slopes below Lake Nacimiento Drive do not differ significantly from those described by RUST (1995b).
3. We recommend building a wall or barrier to protect the exposed portion of the penstock from future debris or rockfall impacts. As previously recommended by RUST (1995a), this could be an extension of the existing concrete wall directly upstream of the Powerhouse. This measure is being carried forward as part of the penstock protection measures currently under design by GEI.
4. Road improvements, including construction of a soil nail wall along the downslope side of the access road above the powerhouse (at the failure chute), have been designed by MCWRA, with construction currently planned for completion by October 2026. The addition of the soil nail wall, although not specifically intended to stabilize a global planar failure, will provide additional resistance to potential kinematic bedrock failures. Continued sloughing and erosion without mitigation could restrict vehicular access along the road; therefore, implementation of the planned improvements is appropriate and consistent with the recommendations herein.
5. Hydroseeding and/or some type of erosion control mat could be considered for the uppermost part of the fill slopes adjacent to Lake Nacimiento Drive.
6. Monitoring of the bedrock spur above the Powerhouse should be performed periodically during the rainy season and after large storm events. The side and top of the spur (adjacent to the access road) should be visually inspected for open cracks, standing water (at the top), or seepage from joints/fractures in the rock mass.
7. Consideration should be given to removing the shrubs and small trees on the slopes directly above the Powerhouse and exposed penstock to prevent additional root-jacking. At present this process is actively jacking thin ( $\leq 12$ -inch-thick) slabs of rock and this likely will continue to occur and contribute to degradation of the slopes. If recommendation #3 is implemented, vegetation removal becomes less relevant.

## 6. Limitations

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The recommendations made in this report are based on the assumption that soil and rock conditions in the project area do not deviate appreciably from those described herein or disclosed in our review of available information and limited field mapping. Recommendations are made for the specific project and areas described in this report. Changes that may occur at the project site over time should be evaluated by GEI for their effects on these recommendations.

In the performance of its professional services, GEI, its employees, and its agents comply with the standards of care and skill ordinarily exercised by members of our profession practicing in the same or similar localities. No warranty, either express or implied, is made or intended in connection with the work performed by us, or by the proposal for consulting or other services, or by the furnishing of oral or written reports or findings. In the event conclusions or recommendations based on these data are made by others, such conclusions and recommendations are not our responsibility unless we have been given an opportunity to review and concur with such conclusions or recommendations in writing.

## 7. References

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Dibblee, T.W. Jr., (2006), Geologic Map of the Tierra Redonda Mountain Quadrangle, Monterey and San Luis Obispo Counties, California: Dibblee Foundation Map DF-222, scale 1:24,000.

Dibblee, T.W. Jr., (1971), Geology of the Bradley Quadrangle, Monterey and San Luis Obispo Counties, California: U.S. Geological Survey Open-File Report 71-87, map scale 1:62,500.

Durham, D.L., (1968), Geology of the Tierra Redonda Mountain and Bradley Quadrangles, Monterey and San Luis Obispo Counties, California: U.S. Geological Survey Bulletin 1255, map scale 1:24,000.

Geomatrix Consultants, Inc., (2007), Geotechnical Data Report, Nacimiento Water Project – Intake and Pump Station, San Luis Obispo County, California: unpublished report prepared for Black & Veatch Corporation.

GEI Consultants, Inc., (2019), Geologic Evaluation of Slopes Above Nacimiento Powerhouse. Draft Report, November 2019.

Hoek, E., and Bray, J.W. (1997). Rock Slope Engineering, Revised Third Edition: E. & F.N. Spon, Limited for the Institution of Mining and Metallurgy, 358 p.

Marliave, C., (1957), Preliminary Geological Report on Pleyto “B” Dam Site, San Antonio River, Monterey County, California: letter to Chester Dudley of the Monterey County Flood Control District dated January 7, 1957.

RUST Environment & Infrastructure (1995a), Investigation of Slope Failures Due to Debris Slides above the Nacimiento Dam Powerhouse, prepared for Monterey County Water Resources Agency, September 1995.

RUST Environment & Infrastructure (1995b), Investigation of Lake Nacimiento Drive Slope Feature, prepared for Monterey County Water Resources Agency, September 1995.

## Figures

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**Figure 1. Project Location and Vicinity**

**Figure 2. Geology of Slope Above Powerhouse**

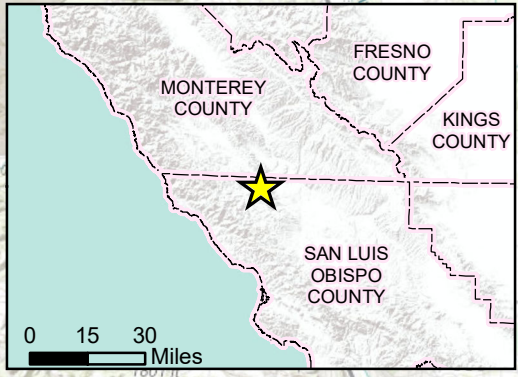
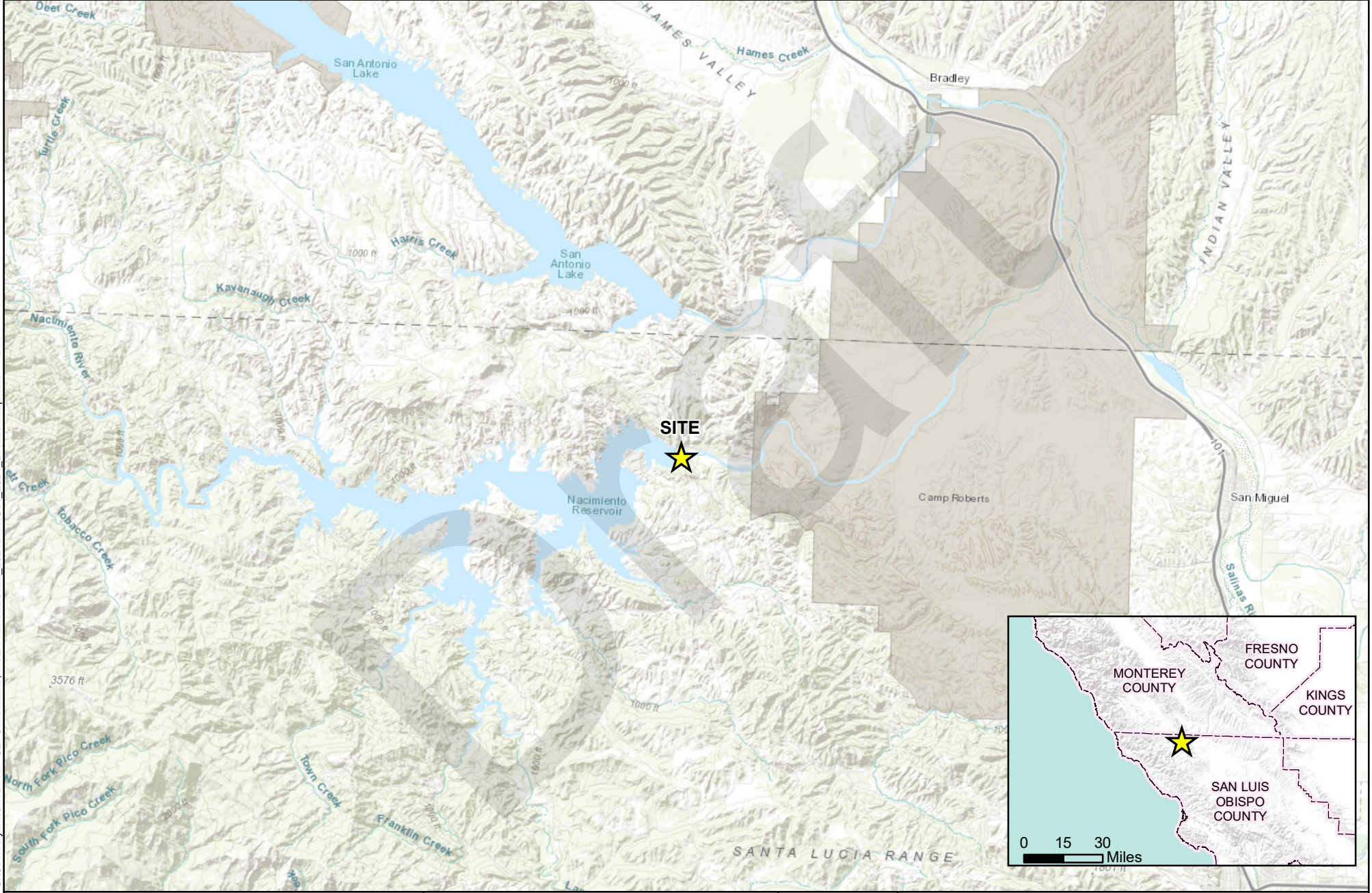
**Figure 3. Log of Test Pit TP-3**

**Figure 4. Regional Geology**

**Figure 5. Slope Inclination (Degrees)**

**Figure 6. Stereonet of Discontinuities**

Draft



Nacimiento Powerhouse Slope Evaluation  
 San Luis Obispo County, California

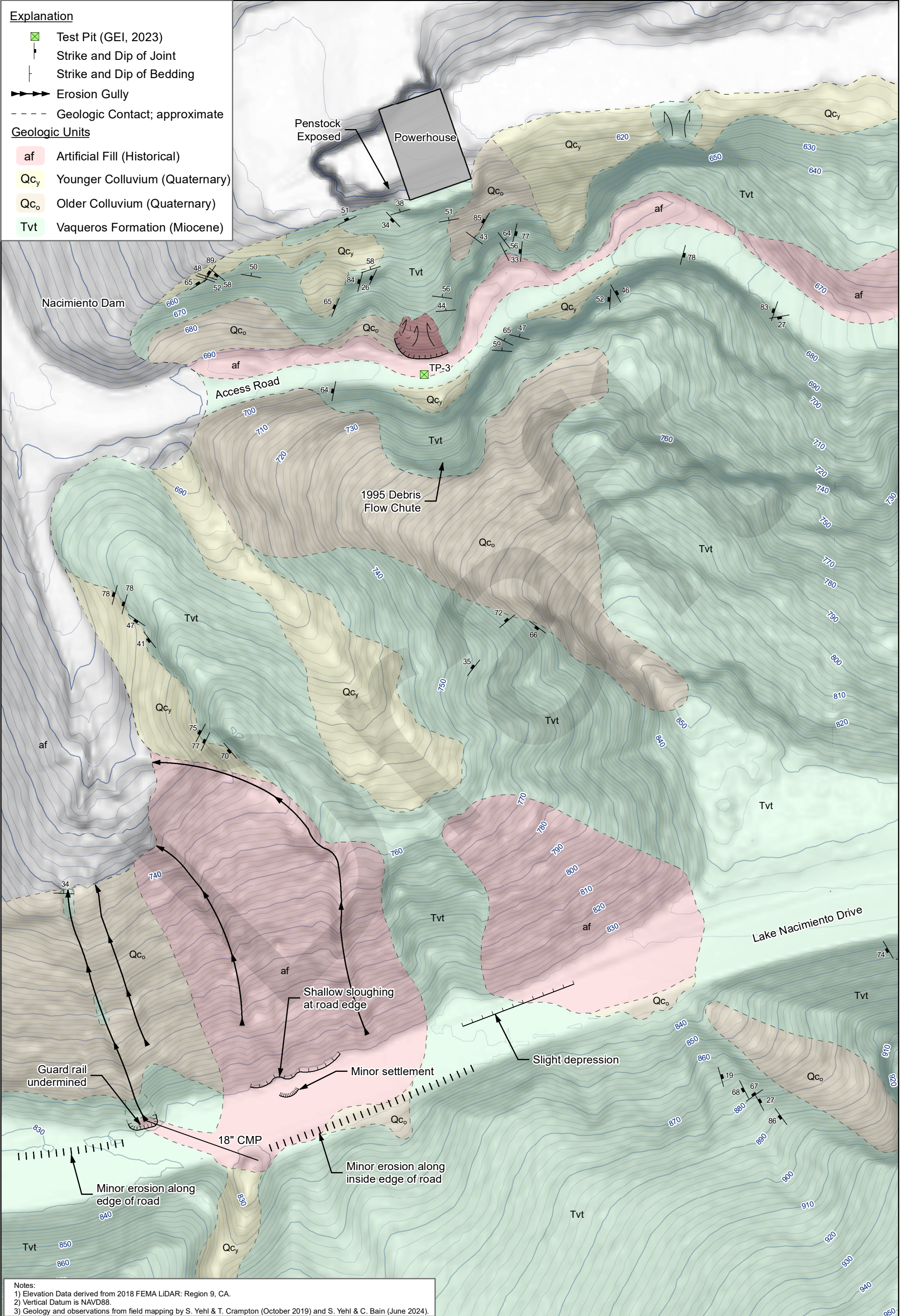
MCWRA



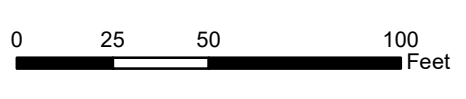
**PROJECT LOCATION AND VICINITY**

January 2025

Figure 1



14-Jan-2025 C:\Users\syehl\OneDrive - GEI Consultants, Inc\Documents\Naci\_2024\NaciGeo\_2024.mxd STY



Nacimiento Powerhouse Slope Evaluation  
San Luis Obispo County, California



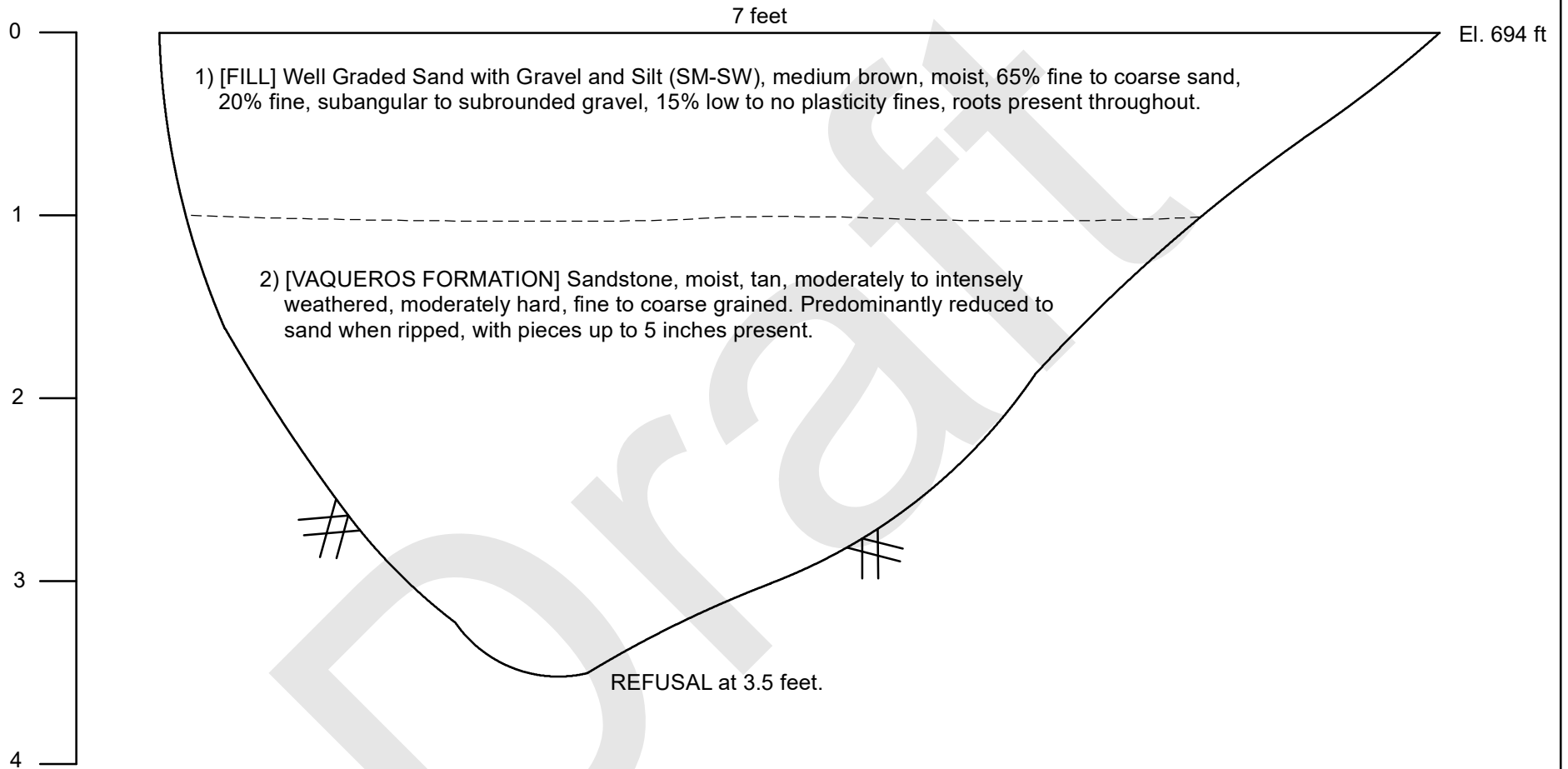
**GEOLOGY OF SLOPE  
ABOVE POWERHOUSE**

MCWRA

January 2025

Figure 2

277° (looking upslope) →

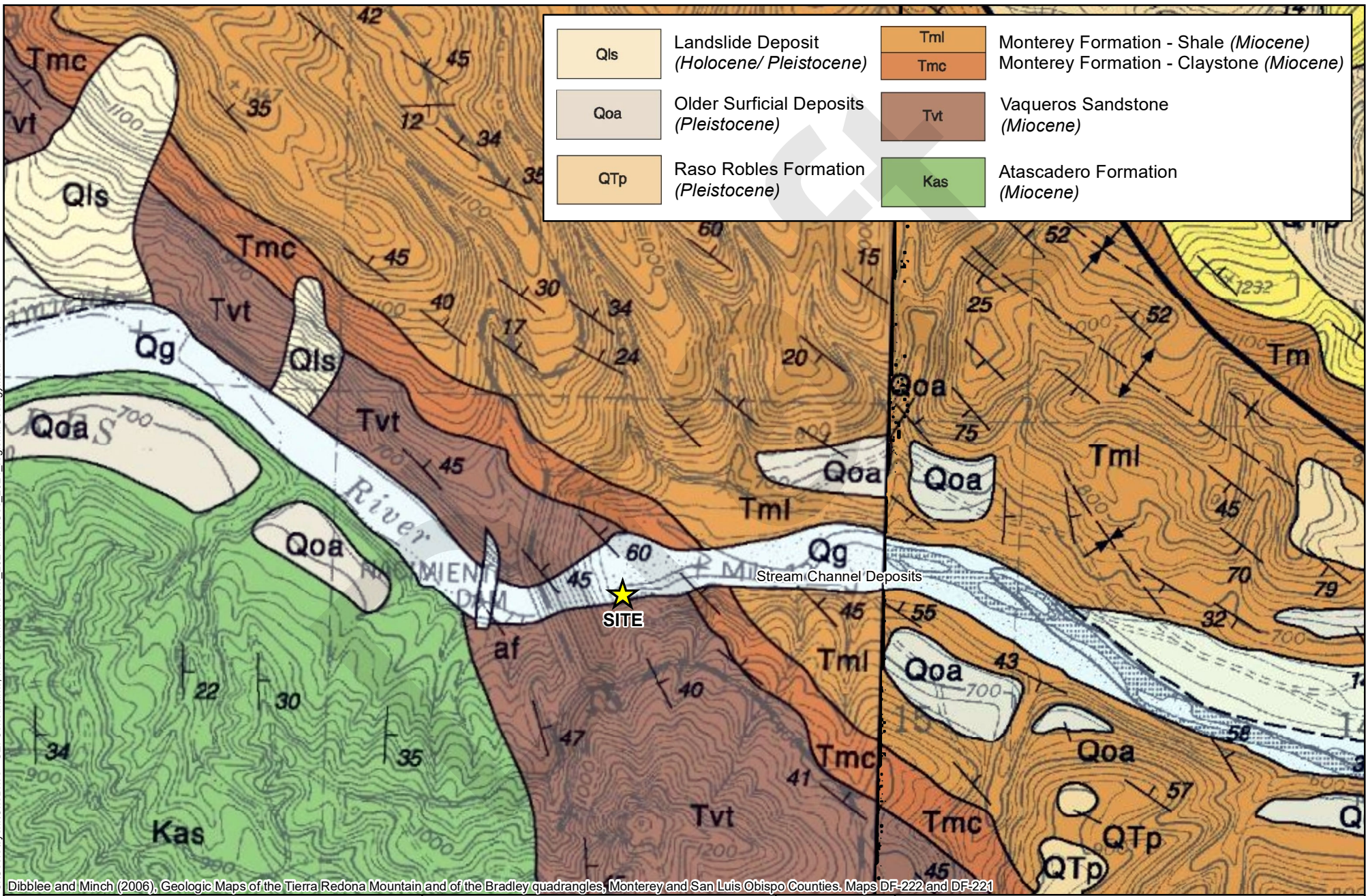


Logged by: B. Tognolinim (GEI)  
 Excavated: May 31, 2023  
 Bucket: 12"  
 Test Pit Width: 16"  
 Samples: TP-3-1 (Bulk; 0 - 3.5')  
 Location: Access road above powerhouse. 12' along road alignment measured from telephone pole.

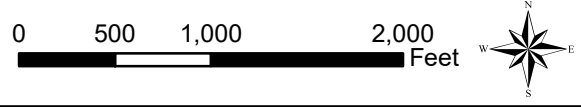
14-Jan-2025 C:\Users\styh1\OneDrive - GEI Consultants, Inc\Documents\Naci\_2024\TP3.mxd STY

Nacimiento Powerhouse Slope Evaluation San Luis Obispo County, California		LOG OF TEST PIT TP-3
MCWRA	July 2023	Figure 3

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Dibblee and Minch (2006), Geologic Maps of the Tierra Redona Mountain and of the Bradley quadrangles, Monterey and San Luis Obispo Counties. Maps DF-222 and DF-221



Nacimiento Powerhouse Slope Evaluation  
 San Luis Obispo County, California

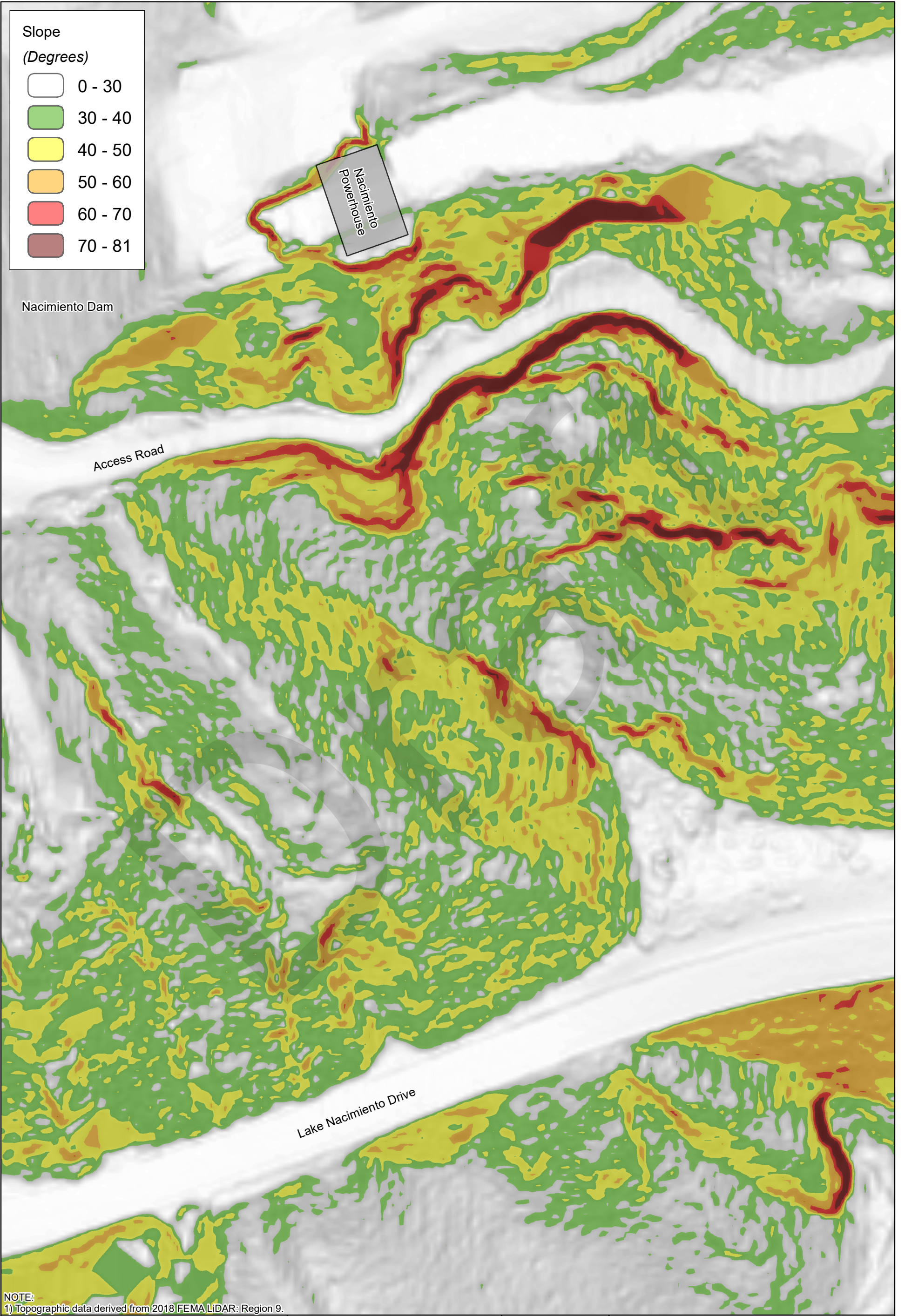
MCWRA



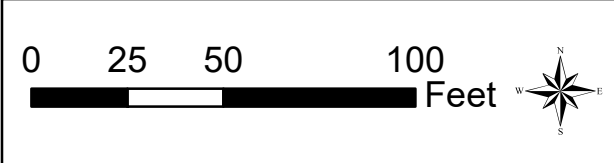
REGIONAL GEOLOGY

January 2025

Figure 4



NOTE:  
 1) Topographic data derived from 2018 FEMA LiDAR: Region 9.



Nacimiento Powerhouse Slope Evaluation  
 San Luis Obispo County, California

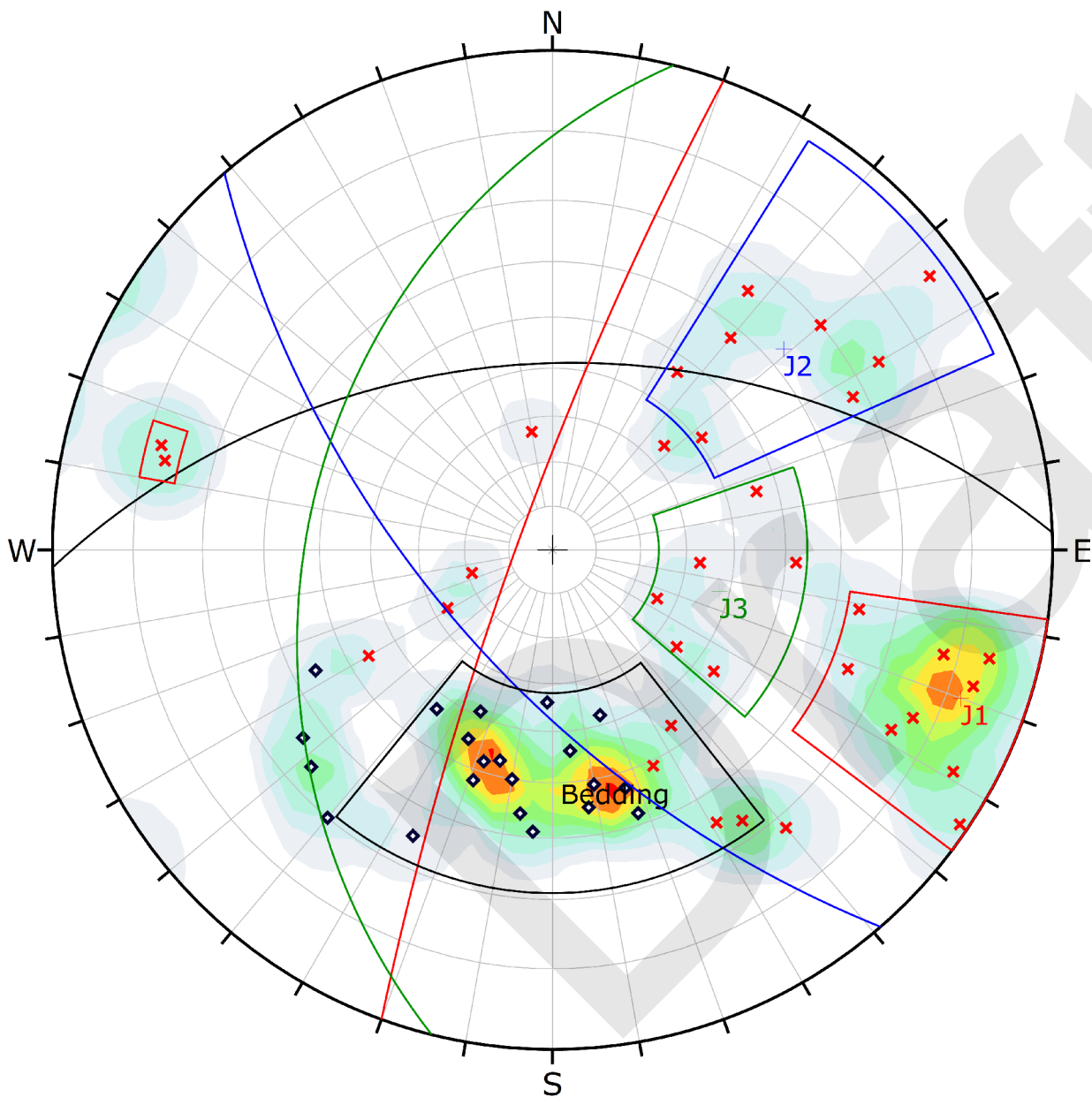
MCWRA



**SLOPE INCLINATION (DEGREES)**

January 2025

Figure 5



Symbol	TYPE	Quantity
◆	Bedding	22
×	Joint	36

Color	Density Concentrations
	0.00 - 0.90
	0.90 - 1.80
	1.80 - 2.70
	2.70 - 3.60
	3.60 - 4.50
	4.50 - 5.40
	5.40 - 6.30
	6.30 - 7.20
	7.20 - 8.10
	8.10 - 9.00

<b>Contour Data</b>	Pole Vectors
<b>Maximum Density</b>	8.42%
<b>Contour Distribution</b>	Fisher
<b>Counting Circle Size</b>	1.0%

	Color	Strike (Right)	Dip	Label
<b>Mean Set Planes</b>				
1m	■	268	49	Bedding
2m	■	200	82	J1
3m	■	139	63	J2
4m	■	194	38	J3

<b>Plot Mode</b>	Pole Vectors
<b>Vector Count</b>	58 (58 Entries)
<b>Hemisphere</b>	Lower
<b>Projection</b>	Equal Angle

## **Appendix A Photographs from 2019 Report and 2024 Comparison Photographs**

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Draft



2019 Photograph 1. Slopes above Nacimiento Powerhouse showing the swale (red lines) that failed in 1995.



2024 Photograph 1. Minimal change from 2019. Arrow indicates minor slump within swale.



2019 Photograph 2. Looking down debris flow swale from access road. Note exposed penstock in middle left (arrow) and geologist (circled) for scale.



2024 Photograph 2. Minimal change from 2019. Veneer of new colluvial debris in lower left (circled).



2019 Photograph 3. Cut slope at bottom of swale and exposed penstock. Note half-round CMP and erosion of wall backfill.



2024 Photograph 3. No change from 2019.



1986 Photograph 4. Powerhouse construction photograph (circa 1986) showing cut slope and debris-filled swale (above red line).



2019 Photograph 5. Rock cut for access road above Powerhouse. Note roots behind slab of sandstone.



2024 Photograph 5. No change from 2019.



2019 Photograph 6. Failed slab of rock. Note roots on failure surface and in fractures in front of the geologist.

Dr



2019 Photograph 7. Roots growing along bedding planes dipping out of slope in outcrop upstream of Powerhouse and exposed penstock.



2024 Photograph 7. Small (1 foot in dimension) block failure since 2019. Failure occurred via planar sliding along bedding. Trees appear to be leaning down slope slightly more than observed in 2019.



Photograph 8. Failed slab of rock behind Powerhouse. Note roots on the failure surface.



2024 Photograph 8. No change from 2019.



2019 Photograph 9. Debris from recent slope failure behind Powerhouse.



2024 Photograph 9. No change from 2019.



2019 Photograph 10. Bedrock “spur” above Powerhouse. Note apparent bedding (marked by arrows).



2024 Photograph 10. Veneer of new colluvial debris since 2019.



2019 Photograph 11. Lake Nacimiento Drive, showing cuts above road and fills below.



2024 Photograph 11. Minimal change since 2019.



2019 Photograph 12. General condition of roadway, showing minor cracks.



2024 Photograph 12. Minor road patch repairs since 2019. Marginal difference in overall road condition.



2019 Photograph 13. Erosion along inside edge of roadway. Note minor cracks and asphalt patch in upper middle.

Draft



2019 Photograph 14. Asphalt patch in area of erosion along inside edge of road.



2024 Photograph 14. Minimal change since 2019.



2019 Photograph 15. Arcuate crack in roadway exhibits minor settlement. Note weeds growing in cracks.



2024 Photograph 15. Minimal change from 2019.



2019 Photograph 16. Same area shown in Photograph 15. Note straight guardrail and plumb posts.



2024 Photograph 16. No discernable change from 2019.



2019 Photograph 17. Shallow sloughing of upper fill slopes (looking east).



2024 Photograph 17. Minimal change since 2019.



2019 Photograph 18. Shallow sloughing of upper fill slopes (looking west).



2024 Photograph 18. Continued shallow sloughing of upper fill slopes.



Photograph 19. Network of burrows in loose, sandy fill at edge of road.



2019 Photograph 20. Culvert beneath Lake Nacimiento Drive. Note the culvert appears partially collapsed but is open.



2019 Photograph 21. Guardrail post undermined at head of gully above culvert outfall.



2024 Photograph 21. Minimal change since 2019.



2019 Photograph 22. Deep erosion gully below culvert. Note guardrail in top middle of photograph.

Dr



2019 Photograph 23. Gullies on slopes above right downstream groin of dam. The arrows mark the downstream end of the gully shown in Photograph 22.



2024 Photograph 23. Minimal change since 2019.