

AGENDA  
 IRVINE RANCH WATER DISTRICT  
 ENGINEERING AND OPERATIONS COMMITTEE MEETING  
 WEDNESDAY, MARCH 4, 2026

This meeting will be held in-person at the District’s headquarters located at 15600 Sand Canyon Avenue, Irvine, California. The meeting will also be broadcasted via Webex for those wanting to observe the meeting virtually.

To observe this meeting virtually, please join online using the link and information below:

Via Web: <https://irwd.webex.com/irwd/j.php?MTID=m6f02b24ae21cb76474b3ee44b87506c3>  
 Meeting Number (Access Code): 2480 255 6133  
 Meeting password: jpBxXGWZ753

PLEASE NOTE: Webex observers of the meeting will be placed into the Webex lobby when the Board enters closed session. Participants who remain in the “lobby” will automatically be returned to the open session of the Board once the closed session has concluded. Observers joining the meeting while the Board is in closed session will receive a notice that the meeting has been locked. They will be able to observe the meeting once the closed session has concluded.

CALL TO ORDER 11:30 a.m.

ATTENDANCE      Committee Chair:      Doug Reinhart      \_\_\_\_\_  
                                  Committee Member:      John Withers      \_\_\_\_\_

<u>ALSO PRESENT</u>	Paul Cook	_____	Kevin Burton	_____	Wendy Chambers	_____
	Neveen Adly	_____	Paul Weghorst	_____	Steve Choi	_____
	Jim Colston	_____	Jason Manning	_____	Jose Zepeda	_____
	Eric Akiyoshi	_____	Belisario Rios	_____	Jacob Moeder	_____
	Brian Waite	_____	Lori Rigby	_____	Scott Giatpaiboon	_____
	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	
_____	_____	_____	_____	_____	_____	
_____	_____	_____	_____	_____	_____	

PUBLIC COMMENT NOTICE

If you wish to address the Committee orally on any item, you may attend the meeting in person and submit a “speaker slip” to the Committee Chair. Forms are provided at the front of the Committee Room. Public comments are limited to three minutes per speaker on each subject. If you wish to submit written comments to the Committee, please submit your public comment in advance of the meeting by emailing [comments@irwd.com](mailto:comments@irwd.com) before 5:00 p.m. on Tuesday, March 3, 2026, and your remarks will be added to the record at the meeting.

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## COMMUNICATIONS

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1. Notes: Burton
2. Public Comments
3. Determine the need to discuss and/or take action on item(s) introduced that came to the attention of the District subsequent to the agenda being posted and determine which items may be approved without discussion.

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## ACTION

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4. 2026 PROJECT MANUAL UPDATE – BURTON

Recommendation: That the Board adopt a resolution adopting revised standard form construction contract documents and rescinding Resolution No. 2022-7.

5. SANTIAGO CANYON AREA PROJECTS UPDATE – EDWARDS / AKIYOSHI / BURTON

Recommendation: That the Board authorize a budget addition in the amount of \$2,700,000 for engineering design and construction of the Modjeska Harding Pipeline Improvements, Project 13525.

6. SYPHON RESERVOIR IMPROVEMENT PROJECT PERMITS AND BUDGET FOR OFF-SITE MITIGATION AREA – MOEDER / LE / NYE / BURTON / WEGHORST

Recommendation: That the Board authorize the General Manager to execute the Lake and Streambed Alteration Agreement between the California Department of Fish and Wildlife and IRWD; authorize the General Manager to execute grant deed amendments and escrow funding agreements in amounts not to exceed \$30 million with the California Department of Fish and Wildlife for establishing On-site and Off-site Mitigation Areas required by the Lake and Streambed Alteration Agreement, subject to review by general legal counsel; authorize the General Manager to execute a Conservation Easement and associated agreements required by the Incidental Take Permit, including establishing an endowment for long-term preservation and maintenance of IRWD's Irvine Lake North property in an amount not to exceed \$2 million, subject to review by general legal counsel; and authorize the addition of Project 13519 to the budget in the amount of \$20,000,000 for the Syphon Reservoir Off-Site Mitigation Area project.

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**OTHER BUSINESS**

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7. Directors' Comments
8. Adjournment

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Availability of agenda materials: Agenda exhibits and other writings that are disclosable public records distributed to all or a majority of the members of the above-named Committee in connection with a matter subject to discussion or consideration at an open meeting of the Committee are available for public inspection in the District's office, 15600 Sand Canyon Avenue, Irvine, California ("District Office"). If such writings are distributed to members of the Committee less than 72 hours prior to the meeting, they will be available from the District Secretary of the District Office at the same time as they are distributed to Committee Members, except that if such writings are distributed one hour prior to, or during, the meeting, they will be available electronically via the Webex meeting noted. Upon request, the District will provide for written agenda materials in appropriate alternative formats, and reasonable disability-related modification or accommodation to enable individuals with disabilities to participate in and provide comments at public meetings. Please submit a request, including your name, phone number and/or email address, and a description of the modification, accommodation, or alternative format requested at least two days before the meeting. Requests should be emailed to [comments@irwd.com](mailto:comments@irwd.com). Requests made by mail must be received at least two days before the meeting. Requests will be granted whenever possible and resolved in favor of accessibility.

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March 4, 2026  
Prepared and  
submitted by: K. Burton  
Approved by: Paul A. Cook *PA*.

ENGINEERING AND OPERATIONS COMMITTEE

2026 PROJECT MANUAL UPDATE

SUMMARY:

IRWD’s standard form construction contract documents consist of the plans for the project, the Project Manual, and the Construction Manual. The Project Manual, excluding the Special Provisions, Project Technical Specifications, and Appendix, was last revised in March 2022. Staff recommends that the Board rescind Resolution No. 2022-7 and adopt a resolution revising the Project Manual, subject to non-substantive revisions.

BACKGROUND:

The District’s standard form construction contract documents consist of the plans for the project, the Project Manual, and the Construction Manual. Contents of the Project and Construction Manuals include:

<u>Project Manual</u>	<u>Construction Manual</u>
Notice Inviting Bids	General Technical Specifications
Instruction to Bidders	Standard Drawings
Bid Form	
Agreement, Bonds and Insurance	
General Provisions	
General Requirement	
Special Provisions	
Project Technical Specifications	
Appendix	

The manuals are revised periodically, with revisions to the Project manual (excluding the Special Provisions, Project Technical Specifications, and Appendix) being approved by resolution as required by the District’s Policy for Competitive Bidding. The Project Manual was last revised in March 2022. The plans are project-specific, and the Construction Manual is updated as necessary to incorporate changes to the District’s General Technical Specifications and Standard Drawings. Project plans and the Construction Manual are approved by the General Manager and/or the Executive Director of Technical Services.

The 2026 Project Manual incorporates minor and administrative revisions to the Instruction to Bidders, the Bid Form, and the Agreements, Bonds and Insurance, and some substantive revisions to the General Provisions, and the General Requirements to address needed Public Contract Code, safety, and procedural updates and clarifications identified since March 2022.

Staff recommends that the Board rescind Resolution No. 2022-7 and adopt a resolution revising the Project Manual subject to non-substantive revisions. A copy of the Resolution is attached as Exhibit "A". The proposed resolution also delegates authority to the General Manager and/or the Executive Director of Technical Services to make findings regarding the need for sole source material procurements as contained in the Project Technical Specifications. An edited version of the 2026 Project Manual, with all revisions shown in "track changes" mode, is attached as Exhibit "B". Revisions have been reviewed by the District's legal counsel.

FISCAL IMPACTS:

None.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

RECOMMENDATION:

That the Board adopt the following resolution by title subject to non-substantive changes to the documents:

RESOLUTION NO. 2026 -

RESOLUTION OF THE BOARD OF DIRECTORS OF  
IRVINE RANCH WATER DISTRICT  
ADOPTING REVISED STANDARD FORM  
CONSTRUCTION CONTRACT DOCUMENTS AND  
RESCINDING RESOLUTION NO. 2022-7

LIST OF EXHIBITS:

Exhibit "A" – Resolution  
Exhibit "B" – 2026 Project Manual

Exhibit “A”

RESOLUTION NO. 2026 -

RESOLUTION OF THE BOARD OF DIRECTORS OF  
IRVINE RANCH WATER DISTRICT  
ADOPTING REVISED STANDARD FORM  
CONSTRUCTION CONTRACT DOCUMENTS AND  
RESCINDING RESOLUTION NO. 2022-7

Irvine Ranch Water District (“**IRWD**”) has previously adopted a Competitive Bidding Policy under Resolution 2020-2, pursuant to which construction contract documents shall consist of standard form documents approved by the Board of Directors.

On March 28, 2022, the Board of Directors adopted Resolution No. 2022-7, approving standard form construction contract documents. These documents include the IRWD Project Manual (“**Project Manual**”), which includes General Provisions, and the IRWD Construction Manual (“**Construction Manual**”), which includes General Technical Specifications and Standard Drawings. The Project Manual is revised on a periodic basis subject to Board approval. The Construction Manual is revised on an ongoing basis by staff pursuant to Board-delegated authority.

The proposed revisions to the Project Manual as set forth in Exhibit “A” to this resolution address needed Public Contract Code, safety, and procedural updates and clarifications identified since March 2022, as well as minor clerical corrections.

The Board of Directors of IRWD therefore resolves as follows:

Section 1. The revised Project Manual (excluding the Special Provisions, Project Technical Specifications, and Appendix) attached as Exhibit “A” is hereby approved and adopted, subject to non-substantive revisions approved by the General Manager.

Section 2. The General Manager and the Executive Director of Technical Services are authorized, each in their reasonable discretion, to make findings regarding the need for sole source material procurements as contained in the Project Technical Specifications.

Section 3. The General Manager and the Executive Director of Technical Services are authorized, each in their reasonable discretion, to make and approve amendments to the General Technical Specifications and Standard Drawings as contained in ongoing revisions of the District’s Construction Manual. The General Manager shall make periodic reports to the Board of Directors to identify all revisions.

Section 4. Resolution No. 2022-7 is hereby rescinded in its entirety.

ADOPTED, SIGNED AND APPROVED this 23<sup>rd</sup> day of March 2026.

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President, IRVINE RANCH WATER DISTRICT  
and the Board of Directors thereof

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Secretary, IRVINE RANCH WATER DISTRICT  
and the Board of Directors thereof

APPROVED AS TO FORM:  
HANSON BRIDGETT LLP

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Legal Counsel – IRWD

# PROJECT MANUAL

FOR

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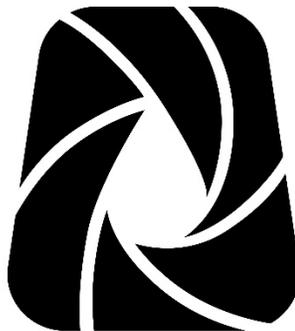
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PROJECT NO. XXXXX

CODE XXXX

MONTH 202X



**Irvine Ranch  
Water District**



# PROJECT MANUAL

## Table of Contents

Bid Documents

Agreement, Bonds, and Insurance

General Provisions

Section 0 – Special Provisions

Project Technical Specifications

Section 1	General Requirements
Sections 2-17	Technical Specifications

Appendix

# BID DOCUMENTS

## Contents

Notice Inviting Sealed Proposals (Bids)

Instructions to Bidders

Schedule of Work

Bid Form

Bid Security Declaration

Bid Bond

## NOTICE INVITING SEALED PROPOSALS (BIDS)

FOR THE

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PROJECT NO. XXXXX

IRVINE RANCH WATER DISTRICT

NOTICE IS HEREBY GIVEN that the Irvine Ranch Water District ("DISTRICT") invites and will receive electronically submitted proposals ("Bids") up to the hour of 2:00 PM on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, at the PlanetBids website, for furnishing to DISTRICT all transportation, materials, equipment, labor, services, and supplies necessary to construct the Work for DISTRICT. At the time specified above the Bids will be electronically opened, and Bidders may view the bid opening online at the PlanetBids website.

Prospective bidders must be on the Bidders List accompanying this Notice. Bids will not be accepted from bidders that are not on the Bidders List. Prequalification to be placed on the Bidders List for this project is closed. Bids must be submitted to DISTRICT through the PlanetBids website as given below.

<https://www.planetbids.com/portal/portal.cfm?CompanyID=39499>

Bids shall conform to and be responsive to all ~~of~~ the Contract Documents for the Work as heretofore approved by DISTRICT and must be accompanied by the security referred to in the Instructions to Bidders.

The Contract Documents consist of the IRWD Construction Manual, the Project Manual, and the Plans, and may be downloaded free of charge ~~at~~on the PlanetBids website. Complete hard copy sets of the Project Manual and Plans may be purchased from SABP ~~Reprographics-Print Solutions, 2372 Morse Avenue~~1821 E. Dyer Road, Santa Ana~~Irvine~~, California ~~92705614~~, (949) 756-1001.

Under the provisions of the California Labor Code, the Director of the Department of Industrial Relations has determined the prevailing rate of wages for the locality in which the Work is to be performed, and DISTRICT has adopted said prevailing rate of wages. A copy of the prevailing wage rates can be found online with the State of California at <http://www.dir.ca.gov/dlsr/pwd>. A copy of such prevailing wage rates shall be posted on the jobsite by CONTRACTOR.

It shall be mandatory for the bidder to whom the Work is awarded, and upon any subcontractor under the successful bidder, to pay not less than the specified rates to all workers employed by them in the execution of the Work. The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The Contractor and subcontractors, require proof of current registration. A bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor's and subcontractor's current registration.

The Contractor to whom this project is awarded must possess a class \_\_\_\_\_ contractor's license, issued by the State of California, which is current and full.

The Contractor will be permitted to substitute securities for moneys withheld under this Agreement to ensure performance. Such substitution shall be subject to the provisions of Article 11.8 of the General Provisions of the Agreement. A payment bond and performance bond are required to be provided by the Contractor.

A *(Insert "mandatory" or "non-mandatory" based on project need)* pre-bid meeting and site visit will be held at the hour of \_\_\_:00 \_M on the \_\_\_ day of \_\_\_\_\_, 20 \_\_, at \_\_\_\_\_.

## SUBSTANTIALLY COMPLEX PROJECT FINDING

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PROJECT NO. XXXXX

*(Delete this page unless the Board has made a finding on the project complexity.)*

DISTRICT’s Board of Directors on \_\_\_\_\_ approved the following finding during a properly noticed and normally scheduled public hearing and prior to bid: “That this project is substantially complex and therefore requires a higher retention amount than five (5) percent, and that the actual retention amount of \_\_\_\_\_ percent be established for this project.” All references in the Contract Documents indicating a five (5) percent retention amount are hereby superseded and replaced with the higher retention amount specified in the preceding sentence. The basis of the finding, including a description of the project and why it is a unique project that is not regularly, customarily or routinely performed by DISTRICT or licensed contractors, is set forth below.

*Insert information from the Board write-up on the basis of the finding, including a description of the project and why it is a unique project that is not regularly, customarily or routinely performed by DISTRICT or licensed contractors.*

## BIDDERS LIST

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PROJECT NO. XXXXX

Delete the names of the *Pipeline* firms not to be invited to bid on this project.

1. CCL Contracting, Inc.
- ~~2. E.J. Meyer Company~~
- ~~3.2. Ferreira Construction Co., Inc.~~
- ~~4.3. GCI Construction, Inc.~~
- ~~5.4. James W. Fowler Co.~~
- ~~6.5. KEC Engineering~~
- ~~7.6. L&S Construction, Inc.~~
- ~~8.7. Leatherwood Construction, Inc.~~
- ~~9.8. Mike Prlich & Sons, Inc.~~
- ~~10.9. \_\_\_\_\_ Mladen Buntich Construction Co.~~
- ~~10. MNR Construction, Inc.~~
11. Orion Construction Corporation
- ~~12. Paulus Engineering, Inc.~~
- ~~12.13. \_\_\_\_\_ Skanska USA Civil West~~
- ~~13.14. \_\_\_\_\_ Steve P. Rados, Inc.~~
- ~~14.15. \_\_\_\_\_ Sukut Construction, Inc.~~
- ~~15.16. \_\_\_\_\_ Sully-Miller Contracting Company~~
- ~~16.17. \_\_\_\_\_ T.E. Roberts, Inc.~~
- ~~17.18. \_\_\_\_\_ Vido Artukovich & Son, Inc.~~
- ~~18.19. \_\_\_\_\_ W.A. Rasic Construction~~

## BIDDERS LIST

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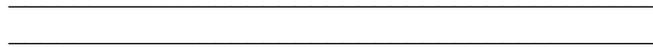
PROJECT NO. XXXXX

Delete the names of the **Mechanical** firms not to be invited to bid on this project.

1. ARB, Inc.
2. Caliagua, Inc.
- ~~3.~~ Cora Constructors
- ~~2.~~ Cushman Contracting Corporation
- ~~3.~~ ~~Cora Constructors, Inc.~~
- ~~4.~~ Environmental Construction, Inc.
- ~~5.~~ Flatiron West, Inc.
- ~~6.~~ Garney Pacific, Inc.
- ~~7.~~ Gateway Pacific Contractors, Inc.
- ~~8.~~ GSE Construction Company, Inc.
- ~~9.~~ ~~Innovative Construction Solutions~~
10. James W. Fowler Co.
11. J.F. Shea Construction, Inc.
12. Kiewit Infrastructure West Co.
13. Kingmen Construction, Inc.
14. Olsson Construction
15. Orion Construction Corporation
16. Pacific Hydrotech
17. PCL Construction, Inc.
18. R C Foster Corporation
- ~~18.~~ 19. R.I.C. Construction Co., Inc.
- ~~19.~~ 20. Schuler Constructors, Inc.

- 21. Shimmick Construction Company, Inc.
- ~~20.~~22. Skanska USA Civil West
- ~~21.~~23. SS Mechanical Construction Corp.
- ~~22.~~24. Steve P. Rados, Inc.
- ~~23.~~25. Walsh Construction Company II, LLC

**BIDDERS LIST**



PROJECT NO. XXXXX

*Contractor categories other than Pipeline or Mechanical:*

1. *Insert contractor names from District's Prequalified Contractor List*
- 2.
- 3.
- 4.
- 5.

# INSTRUCTIONS TO BIDDERS

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### **Bid Documents**

Revised 3/2026  
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# INSTRUCTIONS TO BIDDERS

## ARTICLE 1 PROPOSAL REQUIREMENTS AND CONDITIONS

### 1.1 Contract Documents

The documents that comprise the Contract Documents are set forth in the Agreement and the definition of "Contract Documents" in Article 1 of the General Provisions.

### 1.2 Contractor's License

No bid will be accepted from a Bidder who is not a licensed contractor in the State of California for the contracting class indicated in the Notice Inviting Sealed Proposals.

### 1.3 Proposals

1.3.1 Bids shall be made in accordance with the following: Bids shall be submitted electronically through DISTRICT's PlanetBids website. The electronically submitted bid is a part of the Contract Documents. All bids shall be properly executed ~~and~~ with all items filled in; the signatures of all persons signing shall be in longhand. Erasures, interlineations, or other corrections shall be authenticated by affixing in the margin immediately adjacent to the correction the initials of a person signing the bid.

1.3.2 Bids shall not contain any additional description or summaries of the work to be done. Alternative proposals will not be considered, except as called for. No paper copy, oral, telegraphic, or telephonic proposals or modifications will be considered.

1.3.3 The Bid Security Declaration and proposal guarantee in the form of cash, a cashier's or a certified check, or bidder's bond, in an amount not less than ten (10) percent of the amount of bid, made payable to or for the benefit of DISTRICT shall be submitted in paper form in a sealed envelope to DISTRICT prior to the bid opening. The envelope exterior shall indicate "Bid Security" and the project title. The check or bond shall be given as a guarantee that the Bidder will enter into a contract if awarded the Work, and in case of refusal or failure to enter into said contract and furnish the required bonds and insurance certificates and endorsements within fifteen (15) calendar days after Notice of Award by DISTRICT in writing, the check and the money represented by the check shall be forfeited to DISTRICT, or in the event that a bond is deposited, said bond shall be deemed to be forfeited. Forfeiture does not preclude DISTRICT from seeking all other remedies provided by law to recover losses sustained as a result of Bidder's failure to enter into the contract or to furnish the required bonds, insurance certificates and endorsements.

1.3.4 Bids shall be submitted on or before the day and hour set for the opening of bids in the Notice Inviting Sealed Proposals. It is the sole responsibility of the Bidder to see that their bid is submitted and received in proper time.

1.3.5 Prospective bidders must be on the Bidders List accompanying the Notice Inviting Sealed Proposals. Bids will not be accepted from bidders that are not on the Bidders List. Prequalification to be placed on the Bidders List for this project is closed.

### 1.4 Withdrawal of Bid

A Bidder may withdraw their bid electronically through PlanetBids any time prior to the scheduled time for opening of the bids.

## INSTRUCTIONS TO BIDDERS

### 1.5 Bidders Interested in More Than One Bid

No person, partnership, or corporation shall be allowed to make or file or be interested in more than one bid for the Work, unless alternative bids are called for. A person, partnership, or corporation submitting a subproposal to a Bidder, or who has quoted prices on material to a Bidder, is not disqualified from submitting a subproposal or quoting prices to other Bidders.

### 1.6 Interpretation of Plans and Other Documents

If any prospective Bidder is in doubt as to the true meaning of any part of the plans, specifications, or other Contract Documents, or finds discrepancies in, or omissions from the Plans and specifications or other Contract Documents, they may submit to DISTRICT through PlanetBids a written request for an interpretation or correction. An interpretation or correction of the documents will be made solely at DISTRICT's discretion and only by addendum duly issued by DISTRICT; a copy of such addendum will be made available to Bidders through PlanetBids. DISTRICT and the Engineer will not be responsible for any other explanation or interpretation of the documents.

### 1.7 Substitute and Or Equivalent Items

The contract, if awarded, will be on the basis of materials and equipment shown or specified in the Contract Documents without consideration of possible substitute or "or equivalent" items. Application for acceptance of a substitute or "or equivalent" item of material or equipment will not be considered by DISTRICT until after the effective date of the Agreement except as may be specified for major items of equipment in the Special Provisions. The procedure for submission of a request for substitution is set forth in the general provisions.

### 1.8 Engineer's Opinion of Probable Cost

The quantities of work to be done and materials to be furnished are approximate as shown in the Contract Documents and are given as a basis for comparison of bids only. DISTRICT does not expressly or by implication agree or represent that the actual amount of work will correspond with the engineer's opinion of probable cost.

### 1.9 Addenda

Addenda issued through PlanetBids before the time in which to submit bids expires shall be covered in the bid and shall form a part of the Contract Documents.

### 1.10 Registration To Perform Public Work

Contractor and subcontractors, if required in Article 1.11, require proof of current registration. A bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor's or subcontractor's current registration.

### 1.11 In-Use Off-Road Diesel-Fueled Fleet Certification

Contractor and subcontractors, if required in Article 1.12, require proof of compliance with Section 2449 of Title 13 California Code of Regulation for In-Use Off-Road Diesel-Fueled Fleets, through the DISTRICT's PlanetBids website. A bid shall not be accepted without proof of the contractor's and subcontractor's valid Certificate of Reported Compliance for the current compliance year or a signed statement acknowledging non-use.

# INSTRUCTIONS TO BIDDERS

## ~~1.11~~ 1.12 Subcontractors

The bidder shall provide the name, State of California license number, Department of Industrial Relations registration number, location of place of business, type of work which will be done, and percentage of work of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the Work in an amount in excess of 1/2 of 1 percent (0.5%) of the bidder's total Bid on the PlanetBids website.

## ~~1.12~~ 1.13 Sole Source Material Procurement

~~District~~ DISTRICT's Board of Directors has delegated the authority to make findings regarding the need for sole source material procurements to the General Manager and/or Executive Director of Technical Services ("Delegees"). Upon a finding by one of the Delegees that materials or equipment identified by the name of an item or the name of a particular supplier are strictly required for a project (1) to match other products in use on a particular public improvement either completed or in the course of completion, or (2) to obtain a necessary item that is only available from one source, DISTRICT may specify or describe such materials or equipment using the name of that item or the name of a particular supplier and state that no substitution is permitted.

## ARTICLE 2 EXISTING CONDITIONS AND EXAMINATION OF CONTRACT DOCUMENTS

### 2.1 General

2.1.1 Any investigations and reports related to the Work are listed in the Special Provisions and are available for review at DISTRICT's office. Bidder should visit the project site prior to submitting a bid in order to confirm soil and groundwater conditions in the project area at the time of bidding. If additional information is required, it is recommended that it be obtained from a qualified soils engineer.

2.1.2 The Bidder shall examine the Contract Documents and the site where the Work is to be performed. The submittal of a bid shall be conclusive evidence that the Bidder has investigated and has determined to their satisfaction the conditions to be encountered and the character, quality, and scope of the Work.

2.1.3 The plans for the Work show conditions as they are supposed or believed by DISTRICT to exist; but it is not represented or intended to be inferred that the conditions are actually existent. DISTRICT and the Engineer will not be liable for any loss sustained by CONTRACTOR as a result of any variance between the conditions as shown on the plans and the actual conditions revealed during the progress of the Work or otherwise.

2.1.4 Where DISTRICT or the Engineer or their consultants have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations were made only for the purpose of study and design. The conditions indicated by such investigations apply only at the specific location of each boring or excavation at the time the borings or excavations were made. Where such investigations have been made, the records as to such investigations are available for inspection at the office of DISTRICT.

2.1.5 The records of such investigations are not a part of the Contract Documents and are available solely for the convenience of the Bidder or CONTRACTOR. It is expressly understood and agreed that DISTRICT, the Engineer, and their consultants assume no responsibility whatsoever in respect to the sufficiency or accuracy of the investigations, the records, or of the interpretations set forth or made by DISTRICT, the Engineer or their

### Bid Documents

Revised 3/2026  
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## **INSTRUCTIONS TO BIDDERS**

consultants. There is no warranty or guarantee, either expressed or implied, that the conditions indicated by such investigations or records are representative of those existing throughout the area, or any part of an area, or that unlooked for developments may not occur, or that materials other than, or in proportions different from, those indicated may not be encountered.

2.1.6 When a log of test borings showing a record of the data obtained by the investigation of subsurface conditions by DISTRICT, the Engineer, or their consultants is included with the Contract Documents it is expressly understood and agreed that said log of test borings does not constitute a part of the Agreement, that it represents only the opinion of DISTRICT or the Engineer or their consultants as to the character of the materials encountered by them in the test borings at the time they were made, that it is included in the plans only for the convenience of Bidders, and that their use is subject to all of the conditions and limitations set forth in this Article.

2.1.7 The availability or use of information described in this Article is not to be construed in any way as a waiver of the provisions of subparagraph 2.1.2 and a Bidder or CONTRACTOR is cautioned to make such independent investigations and examination as they deem necessary to satisfy themselves as to conditions to be encountered in the performance of the Work.

2.1.8 No information derived from such inspection of records of investigations or compilation of records made by DISTRICT, the Engineer, or their consultants will in any way relieve the Bidder or CONTRACTOR from any risk or from properly fulfilling the terms of the Agreement.

### **ARTICLE 3 AWARD OF CONTRACT OR REJECTION OF BIDS**

#### **3.1 Award**

3.1.1 The award of the Agreement, if it is awarded, will be to the lowest responsive and responsible Bidder complying with the instructions contained in the Contract Documents. DISTRICT, however, reserves the right to reject any and all bids and to waive any informality in bids received. If, in the judgment of DISTRICT, a bid is unbalanced or if the Bidder is not responsive and responsible, it shall be considered sufficient grounds for rejection of the entire bid.

3.1.2 DISTRICT shall have sixty (60) days, unless otherwise specified in the Special Provisions, after the opening of bids within which to accept or reject the bids. No Bidder may withdraw their bid during said period. DISTRICT will return the proposal guarantees, except Bidders' bonds and any guarantees that have been forfeited, to the respective Bidders whose proposals they accompanied within ten (10) days after the execution of the Agreement by the successful Bidder or rejection of all bids.

3.1.3 Before award of the contract, any Bidder upon request shall furnish a recent statement of their financial condition and previous construction experience or such other evidence of their qualifications as may be requested by DISTRICT. Failure to do so upon request shall constitute grounds for rejection of the bid.

3.1.4 If the schedule of work items includes bid items or schedule(s) of bid items that may be added to ("Additive Items") or deducted from ("Deductive Items") the bids, the lowest responsive and responsible Bidder will be determined by adding all Additive Items to, and deducting all Deductive Items from, the total of the base bid, unless another method is provided in the Special Provisions. DISTRICT reserves the right to award the Work to the lowest responsive and responsible bidder based on any single schedule or combination of schedules of bid items deemed by DISTRICT, in its sole discretion, to be in DISTRICT's best interest.

## INSTRUCTIONS TO BIDDERS

### 3.2 Agreement and Bonds

3.2.1 The form of Agreement, bonds, and other documents that the successful Bidder, as CONTRACTOR, shall be required to execute are included in the Contract Documents and should be carefully examined by the Bidder.

3.2.2 The successful Bidder, simultaneously with the execution of the Agreement, will be required to furnish a payment bond and a performance bond, each in an amount equal to one hundred (100) percent of the Contract Price. Said bonds shall be secured from a surety company satisfactory to DISTRICT and who is admitted and authorized to transact business in California. A certified copy of Power of Attorney must be attached to each bond. Said bonds shall continue in full force and effect for the guarantee period.

3.2.3 Should any surety or sureties be deemed unsatisfactory at any time by DISTRICT, notice will be given CONTRACTOR to that effect, and CONTRACTOR shall substitute a new surety or sureties satisfactory to DISTRICT. No further payment shall be deemed due or will be made under the Agreement until the new sureties qualify and are accepted by DISTRICT.

3.2.4 All alterations, time extensions, extra and additional work, and other changes authorized by the Specifications, or any part of the Agreement, may be made without securing consent of the surety or sureties on the contract bonds.

### 3.3 Insurance Requirements

The successful Bidder will be required to furnish DISTRICT proof of full compliance with all insurance requirements as specified in the Articles on CONTRACTOR's Insurance in the General and Special Provisions. The form of certificates of insurance and endorsements which the successful Bidder, as CONTRACTOR, shall be required to furnish are included in the Contract Documents and should be carefully examined by the Bidder. No alteration or substitution of said forms will be allowed.

### 3.4 Execution of Agreement

The Agreement shall be signed by the successful Bidder and returned to DISTRICT, together with the contract bonds and certificates of insurance coverage and endorsements, within fifteen (15) calendar days after the mailing date of the Notice of Award. The date of commencement stated in the Notice of Award will constitute the beginning of the Contract Time. The Agreement, bonds, certificates of insurance and endorsements, and other documents to be executed by CONTRACTOR shall be executed and submitted in original-~~triplicateduplicate~~, ~~two-one~~ of which shall be filed with DISTRICT and one returned to CONTRACTOR after execution by DISTRICT. Following receipt and approval of the executed Contract Documents, DISTRICT will issue a Notice to Proceed. The receipt of the Notice to Proceed will be authorization for CONTRACTOR to begin work in the field and to start ordering of equipment and material.

### 3.5 Failure to Execute Agreement or Submit Insurance

3.5.1 Failure by a Bidder to whom the Work is awarded to execute the Agreement and file acceptable bonds and certificates of insurance coverage and endorsements as provided herein shall be just cause for the annulment of the award and the forfeiture of the proposal guarantee, and shall make the Bidder liable to DISTRICT for all damages resulting from the failure, including reasonable attorneys' fees. The value of the proposal guarantee shall not be a limitation of damages.

## **INSTRUCTIONS TO BIDDERS**

3.5.2 The insurance certificates and endorsements included in the Contract Documents shall be completed, without alteration, to the satisfaction of DISTRICT, and submitted to DISTRICT by CONTRACTOR or CONTRACTOR's insurance company within fifteen (15) calendar days of the date of the Notice of Award. DISTRICT shall be allotted seven (7) calendar days for review of insurance documents. Additional time as may be required for transmittal and review of follow-up insurance submittals shall not result in an extension of the Contract Time. The insurance certificates and endorsements shall reflect coverage that complies with all insurance requirements in the general provisions and Special Provisions.

### **ARTICLE 4 ASSIGNMENT OF ANTITRUST ACTIONS**

#### **4.1 General**

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

### **ARTICLE 5 MISCELLANEOUS**

#### **5.1 Bid Breakdown**

Lump-sum and unit-price bid items shall be broken down as indicated on the Schedule of Work. CONTRACTOR may be directed to provide greater detail of the items making up the Contract Price prior to submission of the first Progress Payment Request as indicated in the General Provisions.

#### **5.2 Contract Time**

The Contract Time shall be as set forth in the Agreement.

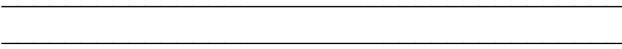
#### **5.3 Liquidated Damages**

Liquidated damages shall be as set forth in the Agreement.

#### **5.4 Unit Price Bid Item Quantities**

It is understood that the unit price bid item quantities listed in the Schedule of Work are approximate only and are solely for the purpose of facilitating the comparison of bids, and that CONTRACTOR's compensation will be computed upon the basis of the actual quantities in the completed Work whether they be more or less than those shown in the bid.

## SCHEDULE OF WORK



PROJECT NO. XXXXX

### Base Bid Items

<u>Item No.</u>	<u>Approx. Quantity</u>	<u>Description</u>	<u>Unit Price Dlrs./Cts.</u>	<u>Total Amount Dlrs./Cts.</u>
1-N		(PROJECT BID ITEMS AS REQUIRED)	ENTER AMOUNTS ON PLANETBIDS	
N+1		Trench Safety Measures		
N+2		Startup Testing		
N+3		Final Record Drawings		
N+4		Operations & Maintenance Manuals		
		SUBTOTAL, Base Bid Items		

### Additive and Deductive Bid Items

<u>Item No.</u>	<u>Approx. Quantity</u>	<u>Description</u>	<u>Unit Price Dlrs./Cts.</u>	<u>Total Amount Dlrs./Cts.</u>
A-1		Builder's Risk Insurance	ENTER AMOUNTS ON PLANETBIDS	
A-2		Additive Bid Item No. 2		
D-1		Deductive Bid Item No. 1		
		SUBTOTAL, Additive/Deductive Bid Items		
		SUBTOTAL, Base Bid and Additive/Deductive Bid Items		
		ADDITION (+) OR		
		DEDUCTION (-)*		
		TOTAL AMOUNT OF BID		

*Fill in total amounts for specified Bid Item numbers N+1, N+2, N+3, etc. in blanks above; leave remaining blank for CONTRACTOR to fill in. Only CONTRACTOR entered bid amounts should be greyed out.*

\*Provision is made here for the bidder to include an addition or deduction in their Bid, if bidder wishes, to reflect any last-minute adjustments in price. The addition or deduction, if made, will be proportionately applied to all of the base bid items.

# BID PROPOSAL

## DOCUMENT CHECKLIST

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PROJECT NO. XXXXX

Bid proposals shall include the following information entered electronically on PlanetBids:

Schedule of Work

Bid proposals shall include the Bid Form and all contents provided therein as listed below that shall be completed by hand and uploaded to PlanetBids as a compiled single document:

Bid Form

- Statements by Bidder
- Certification of Bidder and Qualifications
- Safety Program Certification
- ~~In-Use Off-Road Diesel-Fueled Fleet Certification~~
- Non-Collusion Declaration

Bid proposals shall include In-Use Off-Road Diesel-Fueled Fleet Certification that shall be uploaded to PlanetBids as a compiled single document:

Certificates of Reported Compliance

Bid proposals shall include the following documents that shall be submitted in a sealed envelope to DISTRICT prior to Bid Opening in accordance with the Article 1.3.3 of the Instructions to Bidders:

- Bid Security Declaration
- Bid Bond, Cash, or Certified Check

**BID FORM**

PROPOSAL TO

IRVINE RANCH WATER DISTRICT

\_\_\_\_\_

\_\_\_\_\_

PROJECT NO. XXXXX

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

TO: BOARD OF DIRECTORS, IRVINE RANCH WATER DISTRICT

Pursuant to and in compliance with your notice inviting sealed proposals (the "Bids") and the other documents relating thereto, the bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform the Work within the Contract Time stipulated in the Agreement, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, tools, expendable equipment, and all utility and transportation services necessary to perform and complete in a workmanlike manner, all of the Work required by the Contract Documents, including Addenda, for the prices hereinafter set forth.

The bidder declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm, or corporation; and bidder proposes and agrees, if the proposal is accepted, that bidder will execute an Agreement with DISTRICT in the form set forth in the Contract Documents and that bidder will accept in full payment thereof the prices submitted electronically on PlanetBids.

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

\_\_\_\_\_  
Name of Bidder

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

\_\_\_\_\_  
Title of Signatory

**STATEMENTS BY BIDDER**

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PROJECT NO. XXXXX

Bidder shall indicate opposite each item listed by DISTRICT below the name of the manufacturer or supplier proposed to be used under the Agreement. Award of an Agreement under this proposal (bid) will not imply approval by DISTRICT of a manufacturer or supplier listed by the bidder. However, if a manufacturer or supplier is acceptable to DISTRICT, the successful bidder shall furnish the items from the manufacturer or supplier indicated. Any manufacturer or supplier listed in the Agreement may be substituted, changed, or omitted by the successful bidder, subject to the approval of DISTRICT, without subjecting DISTRICT to any liability for the substitution, change or omission.

The listing of any manufacturer or supplier in the Agreement does not, and is not intended to, grant any right, title, or interest in the Agreement for the benefit of the named manufacturer or supplier. Each bidder shall inform in writing each named manufacturer or supplier that the so named manufacturer or supplier is listed for information purposes only and they may be substituted, changed, or omitted by the successful bidder, subject to the approval of DISTRICT, without subjecting DISTRICT to any liability for the substitution, change or omission. The successful bidder shall reimburse DISTRICT for any expenses incurred by DISTRICT as a result of the successful bidder's failure to so notify each named manufacturer or supplier.

- A. For each item listed by DISTRICT below, the bidder intends to furnish materials supplied by the following manufacturers: (Bidder to list one manufacturer only for each item.)

<u>Item</u>	<u>Manufacturer</u>
<i>Insert "None" if no items are going to be listed</i>	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

---

Name of Bidder

---

Signature of Bidder

---

Title of Signatory

## CERTIFICATION OF BIDDER AND QUALIFICATIONS

\_\_\_\_\_  
\_\_\_\_\_

PROJECT NO. XXXXX

The undersigned bidder certifies that bidder is, at the time of bidding, and shall be, throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that bidder is skilled and regularly engaged in the general class and type of work called for in the Contract Documents.

The undersigned bidder certifies that it is not an ineligible contractor for the purposes of California Labor Code Section 1777.1 or 1777.7. The undersigned further certifies that no subcontractor to be used for the performance of the Work is an ineligible contractor for the purposes of Labor Code Section 1777.1 or 1777.7.

The bidder represents that bidder is competent, knowledgeable and has special skills regarding the nature, extent and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work which may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.

Bidder expressly acknowledges that bidder is aware of such peculiar risks and that they have the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.

Furthermore, Bidder hereby certifies to DISTRICT that all representations, certifications, and statements made by Bidder, as set forth in this bid, are true and correct and are made under penalty of perjury.

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

\_\_\_\_\_  
Name of Bidder

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

\_\_\_\_\_  
Title of Signatory

## SAFETY PROGRAM CERTIFICATION

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PROJECT NO. XXXXX

CONTRACTOR acknowledges that CONTRACTOR has read Section 01410 of Division 1 – General Requirements, Construction Safety Procedures.

CONTRACTOR certifies to DISTRICT that CONTRACTOR’s SAFETY PROGRAM includes the following elements:

- Safety Policy
- Incident Investigation Program
- Safety Meeting Program
- Statistical Injury and Illness Data
- Safety Training Program and Records
- Disciplinary Procedures
- Safety Inspection Program
- ~~OSHA T1 Annual Trench Excavation Permit: Permit No. \_\_\_\_\_~~

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

\_\_\_\_\_  
Name of Bidder

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

\_\_\_\_\_  
Title of Signatory

~~IN-USE OFF-ROAD DIESEL-FUELED FLEET CERTIFICATION~~

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT NO. XXXXX

~~CONTRACTOR acknowledges that CONTRACTOR has read Section 2449 of Title 13 California Code of Regulations for In-Use Off Road Diesel Fueled Fleets.~~

~~CONTRACTOR certifies to DISTRICT that CONTRACTOR and all listed subcontractors performing work under this contract involving the use of vehicles subject to Section 2449 of Title 13 California Code of Regulations for In-Use Off Road Diesel Fueled Fleets are compliant.~~

~~If CONTRACTOR is notified by DISTRICT to be the apparent low bidder, CONTRACTOR acknowledges that within seven (7) calendar days from the date of DISTRICT'S notification, CONTRACTOR shall submit to DISTRICT valid Certificates of Reported Compliance, for the current compliance year, for CONTRACTOR and all listed subcontractors performing work under this contract involving the use of vehicles subject to Section 2449 of Title 13 California Code of Regulations for In-Use Off Road Diesel Fueled Fleets. Failure to submit the valid Certificates of Reported Compliance shall result in CONTRACTOR'S bid to be deemed non-responsive, and CONTRACTOR's bid will be rejected.~~

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

\_\_\_\_\_  
Name of Bidder

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

\_\_\_\_\_  
Title of Signatory

**NON-COLLUSION DECLARATION**

\_\_\_\_\_  
\_\_\_\_\_

PROJECT NO. XXXXX

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 ~~their~~ 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].

\_\_\_\_\_  
Name of Bidder

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

\_\_\_\_\_  
Title of Signatory

**BID SECURITY DECLARATION**

\_\_\_\_\_  
\_\_\_\_\_

PROJECT NO. XXXXX

THIS PROPOSAL INCLUDES \_\_\_\_\_  
(Insert the words "cash", "bidder's bond", "cashier's check", or "certified check", as the case may be) in an amount equal to at least ten percent (10%) of the total amount of the bid, payable in lawful money of the United States of America to the IRVINE RANCH WATER DISTRICT.

**Prior to bid opening, the Bid Security Declaration and the bid security must be received in a sealed envelope by mail or hand delivery to DISTRICT at 15600 Sand Canyon Avenue, Irvine, California 92618, Attention: Laura Gates.**

The undersigned deposits the security in the form set forth above as a proposal guarantee and agrees that it shall be forfeited to DISTRICT in case this is accepted by DISTRICT and the undersigned fails to execute an Agreement with DISTRICT as specified in the Contract Documents accompanied by the required payment and faithful performance bonds with sureties satisfactory to DISTRICT, and accompanied by the required certificates of insurance coverage and endorsements. Should DISTRICT be required to engage the services of an attorney(s) in connection with the enforcement of this Bid, bidder promises to pay all of DISTRICT's reasonable attorneys' fees and costs incurred with or without suit. The bidder's liability to DISTRICT for failure to do any of the foregoing shall not be limited to the amount of the deposited security in the form set forth above.

The names of all persons interested in the foregoing proposal as principals are as follows:

(NOTICE: If bidder or other interested person is a **corporation**, state legal name of corporation also names of the president, secretary, treasurer and manager thereof; if a **general partnership**, state true name of firm, also names of all individual partners and limited partners; if bidder or other interested person is an **individual**, state first and last names in full; if the bidder is a **joint venture**, state the complete name of each venture; if the bidder is a **limited liability company**, state the complete name of each manager and each member, and if the manager or member is a corporation, its president, secretary and treasurer, and state the complete name of the chief executive officer, if any, of the limited liability company).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we

\_\_\_\_\_

\_\_\_\_\_

as Principal, and \_\_\_\_\_ as Surety, are held and  
firmly bound unto the

IRVINE RANCH WATER DISTRICT

hereinafter called DISTRICT, in the penal sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_),

lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, assigns, and successors, jointly and severally, firmly by these presents. The condition of this obligation is such that whereas the Principal has submitted a Bid for the construction of:

\_\_\_\_\_

\_\_\_\_\_

PROJECT NO. XXXXX

NOW THEREFORE, if the Principal shall not withdraw said Bid within the period of time set forth in the Contract Documents, and shall within fifteen (15) calendar days after the prescribed forms are presented to the Principal for signature enter into a written contract with DISTRICT in accordance with the Bid as accepted, and if the Principal shall give the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of such contract, and for the protection of laborers and material men, or in the event of the withdrawal of the Bid within the period specified, or the failure to enter into the Agreement, and give such bonds within the time specified, if the Principal shall within sixty (60) days after request by DISTRICT pay to DISTRICT the difference between the amount specified in the Bid and the amount for which DISTRICT may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise it shall remain in full force and virtue.

Forfeiture of this bond shall not preclude DISTRICT from seeking any or all other remedies provided by law to cover losses sustained as a result of the Principal's failure to do any of the foregoing, and this bond shall not be a limitation on Principal's liability therefor.

It is further agreed that if DISTRICT is required to initiate legal proceedings to recover on this bond, it may also recover its costs relating thereto including a reasonable amount for attorneys' fees incurred with or without suit.

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

Two Witnesses (if individual)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
PRINCIPAL

By \_\_\_\_\_

Title \_\_\_\_\_

ATTEST: (if corporation, or limited liability company with officers)

\_\_\_\_\_

\_\_\_\_\_  
Title

~~Corporate Seal (Non-Embossed)~~

Attach ~~acknowledgments~~ Acknowledgment of authorized representative of Principal.

Any claims under this bond may be addressed to:

\_\_\_\_\_ (name and address of Surety)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (name and address of agent or  
representative in California,  
if different from above)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (telephone number of Surety  
and agent of representative  
in California)

\_\_\_\_\_  
SURETY

By \_\_\_\_\_

Title \_\_\_\_\_

ATTEST: (if corporation)

\_\_\_\_\_

\_\_\_\_\_  
Title

~~Corporate Seal (Non-Embossed)~~

Attach ~~acknowledgments~~ Acknowledgment of authorized representatives of Surety.

# AGREEMENT, BONDS, AND INSURANCE

## Contents

Agreement

Performance Bond

Payment Bond

Contractor's Certificate Regarding Worker's Compensation

Certificates of Insurance and Endorsements

**AGREEMENT**

THIS AGREEMENT, made and entered into by and between the IRVINE RANCH WATER DISTRICT hereinafter referred to as "DISTRICT" and \_\_\_\_\_ a corporation organized and existing under the laws of the State of \_\_\_\_\_; a partnership consisting of \_\_\_\_\_; a joint venture consisting of \_\_\_\_\_; a limited liability company consisting of \_\_\_\_\_; or an individual trading as \_\_\_\_\_; in the City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter referred to as "CONTRACTOR".

~~WITNESSETH: That~~ DISTRICT and CONTRACTOR, for the consideration

hereinafter named, agree as follows:

- 1. SCOPE OF WORK: CONTRACTOR will furnish all materials and will perform all of the work for the construction of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT NO. XXXXX

in accordance with the Contract Documents therefor.

- 2. CONTRACT TIME:

- 2.1 The work shall be substantially completed within \_\_\_\_\_ calendar days from the date of the Notice of Award.

2.2 ~~Contract time includes \_\_\_\_\_ days for weather related conditions.~~

2.2.3 For any early occupancy milestone described in Section 01700 of Division 1, General Requirements, CONTRACTOR shall achieve Substantial Completion of the milestone within the number of calendar days from the date of the Notice of Award, as set forth below:

Early Occupancy Milestone

Substantial Completion

( )  
( )  
( )

( ) days  
( ) days  
( ) days

- 3. CONTRACT PRICE: DISTRICT will pay CONTRACTOR in accordance with the prices shown in the bid form.
- 4. PAYMENTS: Monthly progress payments and the final payment will be made in accordance with the General Provisions. The filing of the notice of completion by DISTRICT shall be preceded by final acceptance of the Work by DISTRICT.
- 5. LIQUIDATED DAMAGES:

- 5.1 Liquidated Damages shall be assessed at the rate of \$ \_\_\_\_\_ per calendar day, in accordance with the General Provisions.
- 5.2 For any early occupancy milestone that is not Substantially Complete within the time set forth above, Liquidated Damages shall be assessed at the rates per calendar day listed below for each calendar day that expires after the time specified in paragraph 2.2 above, until the early occupancy milestone Work is Substantially Complete. Liquidated damages shall be assessed cumulatively for early occupancy milestones that are not substantially completed, as well as for substantial completion of the Work.

Early Occupancy Milestone

Liquidated Damages Per Day

( )  
( )  
( )

( \$ )  
( \$ )  
( \$ )

*Fill in above early occupancy milestones, completion times and liquidated damage rates, if applicable. Delete paragraphs 2.2-3 and 5.2 if there are no early occupancy milestones.*

- 6. COMPLIANCE WITH PUBLIC CONTRACTS LAW: DISTRICT is a public agency in the State of California and is subject to provisions of law relating to public contracts. It is agreed that all applicable provisions of law related to public contracts are a part of this Agreement to the same extent as though set forth herein and will be complied with by CONTRACTOR.
- 7. CONTRACT DOCUMENTS: The complete contract includes all the contract documents set forth herein, ~~to wit:~~ Project Manual, Construction Manual, Plans, Addenda, and supplemental agreements.

~~IN WITNESS WHEREOF, t~~This ~~agreement~~ Agreement is executed by the General Manager and the Secretary of DISTRICT pursuant to Minutes of the meeting of the Board of Directors held on \_\_\_\_\_, authorizing the same, and CONTRACTOR has caused this agreement to be executed.

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

\_\_\_\_\_IRVINE RANCH WATER DISTRICT  
\_\_\_\_\_Owner

By \_\_\_\_\_  
General Manager

ATTEST: \_\_\_\_\_  
Secretary to the Board

~~(Non-Embossed SEAL)~~

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

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

Title \_\_\_\_\_

~~(Non-Embossed SEAL)~~

**CORPORATE CERTIFICATE**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
Secretary of \_\_\_\_\_, a \_\_\_\_\_ corporation;

That said corporation executed the foregoing Agreement as *(check only one)*:

- CONTRACTOR,
- venturer of the joint venture named as CONTRACTOR in the foregoing Agreement,
- partner of the partnership named as CONTRACTOR in the foregoing Agreement,
- manager or member of the limited liability company named as CONTRACTOR in the foregoing Agreement;

that \_\_\_\_\_, who signed said agreement on behalf of CONTRACTOR was then \_\_\_\_\_ of said corporation; and that said corporation is in good standing; and that said contract was duly signed for and in behalf of CONTRACTOR by said corporation by express authority of its governing body and is within the scope of its corporate powers; and that if CONTRACTOR is a joint venture, partnership or limited liability company that includes said corporation, said corporation is CONTRACTOR’s duly authorized signatory.

By \_\_\_\_\_

Bond No. \_\_\_\_\_

Premium \$ \_\_\_\_\_

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, THE Board of Directors of the

IRVINE RANCH WATER DISTRICT

by Minute Order at the meeting held the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, has awarded to

\_\_\_\_\_ hereinafter designed as the "Principal", a contract for the construction of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT NO. XXXXX

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract,

NOW, THEREFORE, we the Principal and

\_\_\_\_\_ as Surety, and held firmly bound unto the

IRVINE RANCH WATER DISTRICT

hereinafter called the "Obligee", in the penal sum of \_\_\_\_\_

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

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above-bounded Principal, ~~his or~~ its heirs, executors, administrators, successors, or assigns shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on ~~his or~~ their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Obligee, the Obligee's Representative, the

Engineer/Architect and their consultants and each of their officers, directors, agents and employees, as therein stipulated, this obligation shall become null and void, otherwise, it shall be and remain in full force and virtue inclusive of the entire Contract guarantee period. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or to the Work to be performed thereunder, or the plans or specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice by District of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work or to the plans or specifications. Principal and Surety agree that if Obligee is required to engage the services of an attorney(s) in connection with the enforcement of this bond, each shall also pay Obligee's reasonable attorneys' fees incurred with or without suit.

IN WITNESS WHEREOF, ~~three~~two counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by the Principal and Surety above named, on the \_\_\_ day of \_\_\_\_\_ 20\_\_.

APPROVED:

\_\_\_\_\_  
Principal  
By \_\_\_\_\_

\_\_\_\_\_  
Title  
(Attach Acknowledgment)

\_\_\_\_\_  
Purchasing Representative for the District

Any Claims under this bond may be addressed to:

\_\_\_\_\_  
(Name and address of Surety)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Name and Address of Agent or  
Representative in California,  
if different from above)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Telephone Number of Surety and  
Agent or Representative in  
California)

\_\_\_\_\_

\_\_\_\_\_  
Surety

(Attach Acknowledgment)

By \_\_\_\_\_

Title \_\_\_\_\_

**NOTICE:** No substitution or revision to this bond form will be accepted. Sureties must be admitted and authorized to do business in and have an agent for service of process in California. A certified copy of Power of Attorney must be attached.

**PAYMENT BOND**

We, \_\_\_\_\_

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

as Surety, jointly and severally, bind ourselves, our heirs, representatives, successors and assigns,

as set forth herein, to the Irvine Ranch Water District (herein called Owner) for payment of the

penal of sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful

money of the United States of America. Owner has awarded Principal a contract for the

construction of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT NO. XXXXX

If Principal or any of itshis subcontractors fails to pay any of the persons named in Section 9100 of the California Civil Code, or amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract or during the one-year guarantee period, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department Franchise Tax Board from wages of employees of the Contractor and itshis subcontractors pursuant to Section 13020 of the California Unemployment Insurance Code, with respect to such work and labor, then Surety will pay the same in an amount not exceeding the sum specified above, and also will pay, in case suit is brought upon this bond, such reasonable attorney's fees as shall be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or the work to be performed thereunder, or the plans and specifications shall in any way affect its obligation on this bond, and it does hereby waive notice by District thereof.

Principal and Surety agree that should Owner become a party to any action on this bond that each will also pay Owner reasonable attorneys' fees incurred therein in addition to the sum above set forth.

Executed in ~~three~~two original counterparts on

\_\_\_\_\_, 20\_\_\_\_.

~~(Non-Embossed Seal of Corporation)~~  
~~(Attach Acknowledgment)~~

\_\_\_\_\_  
Principal

By \_\_\_\_\_

Title \_\_\_\_\_

Any claims under this bond may be addressed to:

\_\_\_\_\_  
(Name and Address of Surety)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Name and Address of Agent or  
Representative in California,  
if different from above)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Telephone Number of Surety's  
Agent in California)

(Attach Acknowledgment)

\_\_\_\_\_  
Surety

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

APPROVED:

\_\_\_\_\_  
Purchasing Representative for the District

**NOTICE:** No substitution or revision to this bond form will be accepted. Sureties must be admitted and authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

**CONTRACTOR'S CERTIFICATE  
REGARDING WORKER'S COMPENSATION**

Description of Contract:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT NO. XXXXX

California Labor Code Section 3700 provides:

"Every employer, except the state shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to ~~his~~-its employees...."

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and I will comply with such provisions before commencing the performance of any and all work required under the terms and conditions of this Contract.

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
\_\_\_\_\_

~~(Non-Embossed SEAL)~~

(In accordance with Article 5 commencing at Section 1860, Chapter 1, Division 2, Part 7, of the California Labor Code, the above certificate must be signed and filed with the District (the awarding body) prior to performing any work under this contract.)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be \_\_\_\_\_% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

**Person or Organization**

**Job Description**

Notes:

1. This endorsement may be used to waive the company's right of subrogation against named third parties who may be responsible for an injury.
2. The sentence in ( ) is optional with the company. It limits the endorsement to apply only to specific jobs of the insured, and only to the extent that the insured is required to obtain this waiver.

This endorsement changes the policy to which it is attached and is effective on the date unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective  
Insured

Policy No.  
Insurance Company

Endorsement No.

Countersigned By \_\_\_\_\_

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From the WCIRB's California Workers' Compensation Insurance Forms Manual © 2001.

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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY		NAMED INSURED	
POLICY NUMBER			
CARRIER	NAIC CODE		
		EFFECTIVE DATE:	

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: \_\_\_\_\_ FORM TITLE: \_\_\_\_\_

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - AUTOMATIC STATUS WHEN  
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
  - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

# **GENERAL PROVISIONS**

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# GENERAL PROVISIONS

## ARTICLE 1 DEFINITION

### 1.1 Definitions

Whenever the following terms occur in the Contract Documents, they shall have the meanings as set forth in this Article which shall be equally applicable in both the singular and plural forms of any of the defined terms.

Addendum - Corrections, additions, and/or deletions that are made to the Plans, Project Manual, Construction Manual, and/or other Addenda prior to DISTRICT's receipt of sealed proposals ("Bids").

Agreement - The written agreement executed between DISTRICT and CONTRACTOR covering the performance of the Work. Other Contract Documents are incorporated into the Agreement and are made a part of it.

Bidder - Any individual, partnership, corporation, or combination thereof submitting a proposal for the Work, acting directly or through an authorized representative.

Change Order - A written instrument, which when signed by DISTRICT, amends the Contract Documents to provide for changes in the Work or in the provisions of the Contract Documents or changes in Contract Price or Contract Time, or any combination of these.

Change Request - A written instrument which, when signed by DISTRICT, is a directive authorizing a change in the Work or in the provisions of the Contract Documents, or an adjustment in Contract Price or Contract Time, or a combination of these. Even when signed by DISTRICT, a Change Request is not an instrument that amends the Contract Documents; however, it may be converted into a Change Order.

Construction Manual (IRWD) - Manual containing General Technical Specifications and Standard Drawings.

Contract Documents - Project Manual, Construction Manual, Plans, addenda, and supplemental agreements. Supplemental agreements are written agreements covering alterations, amendments, or extensions to the contract and include Change Orders.

Contract Price - The total compensation, subject to authorized adjustments, payable by DISTRICT to CONTRACTOR under the Contract Documents.

Contract Time - The time set forth in the Agreement for achieving substantial completion of the Work or any designated portion of the Work. Contract Time shall be in calendar days measured from the date of commencement stated in the Notice of Award, or shall be in such other time increments or measured from such other time of commencement as are specified in the Agreement.

## GENERAL PROVISIONS

**CONTRACTOR** - The individual, partnership, corporation, or combination of these who has entered into the Agreement with DISTRICT for the performance of the Work. The term "CONTRACTOR" means the CONTRACTOR or their authorized representative.

**Days** - Unless otherwise specified, days shall mean calendar days.

**DISTRICT** - The Irvine Ranch Water District (IRWD). The term "DISTRICT" means DISTRICT or their authorized representative.

**District Board of Directors** - The governing body of the Irvine Ranch Water District.

**DISTRICT's Representative** - The person or engineering/architectural firm authorized by DISTRICT to represent them during the performance of the Work by CONTRACTOR. The term "DISTRICT's Representative" means DISTRICT's Representatives or their assistants.

**Emergency** - A sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services. Emergency includes such occurrences as fire, flood, earthquake, or other soil or geologic movements, as well as such occurrences as riot, accident, or sabotage.

**Engineer/Architect** - The person, firm, or corporation duly authorized by DISTRICT to oversee the execution of this Agreement, acting either directly or through their properly authorized agents, and the person, firm, or corporation or their properly authorized agents who designed the project.

**Final Acceptance** - The formal action by DISTRICT as evidenced by the filing of a Notice of Completion accepting the Work as being complete after certification by the DISTRICT's Representative of final completion.

**Final Progress Payment** - The total amount to be paid under the terms of the Agreement less all previous payments and all amounts to be retained under the provisions of the Agreement.

**General Requirements** - Sections of Section 1 of the Project Technical Specifications.

**General Technical Specifications** - The documents identified as such in the latest revision of the IRWD Construction Manual (may also be referred to as standard specifications or specifications).

**Holidays** - The days designated by DISTRICT as legal holidays.

**Laboratory** - The facility authorized by DISTRICT or DISTRICT's Representative to test materials and work involved in the contract.

## GENERAL PROVISIONS

Notice of Award - Written notice to the successful Bidder of DISTRICT'S intent to enter into the Agreement. This notice will be accompanied by documents to be executed by CONTRACTOR.

Notice of Completion - Certification by DISTRICT that the Work is complete, including minor items identified on the certificate of Substantial Completion, delivery of record documents, and final cleanup.

Notice to Proceed - Written notice by DISTRICT that all Contract Documents have been approved and executed by DISTRICT and CONTRACTOR. CONTRACTOR shall not commence work in the field or order materials until the Notice to Proceed is issued.

Owner - The legal owner of the property on which or through which the work is to be constructed.

Plans (Drawings) - The plans, drawings, or reproductions that show the location, character, dimensions, and details of the Work.

Progress Payment Request - The form furnished by DISTRICT that is to be used by CONTRACTOR in requesting progress or final payments. The request includes such supporting documentation as required by the Contract Documents.

Progress Schedule - All documentation related to the planning and scheduling of the Work as described in these General Provisions and the General Requirements.

Project Manual - Instruction to Bidders, Notice Inviting Sealed Proposals (Bids), Bid Form, Bid Bond, Agreement, Performance Bond, Payment Bond, CONTRACTOR'S Certificate Regarding Worker's Compensation, Certificates of Insurance and Endorsements, General Provisions, Special Provisions, Project Technical Specifications, and Appendix.

Project Technical Specifications - The documents identified as such in the IRWD Project Manual (may also be referred to as specifications).

Shop Drawings - Drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data that are prepared by CONTRACTOR or any Subcontractor, manufacturer, supplier, or distributor that illustrate some portion of the Work.

Special Provisions - Sections of Section O, containing additions, deletions, and changes to the Instructions To Bidders and General Provisions.

Standard Drawings (Standard Plans) - The documents identified as such in the latest revision of the IRWD Construction Manual.

Substantial Completion - The date when (a) the Work, or specified part of the Work, is complete in accordance with the Contract Documents, with the exception of the minor

## GENERAL PROVISIONS

items identified during the inspections described in the General Provisions, and (b) the Work or any specified part of the Work can be utilized for the purpose for which it is intended. The terms "substantially complete" and "substantially completed" as applied to any work refers to Substantial Completion.

Subsurface Installation - Any underground pipeline, conduit, duct, wire, or other structure operated or maintained in or across a public street or public right of way (Government Code Section 4216).

Subcontractor - An individual, partnership, corporation, or combination of these, who has a contract with CONTRACTOR to perform any of the Work at the site. The term "Subcontractor" means a Subcontractor or their authorized representative. Subcontractor also means an individual, partnership, corporation, or combination of these, who has a contract with a Subcontractor to perform any of the Work at the site.

Utility - Public or private fixed works for the transportation of fluids, gases, power, signals, or communications.

Work - All obligations and responsibilities and all labor necessary to produce the construction or improvement required by the Agreement, and all materials and equipment incorporated in the construction or improvement.

### 1.2 Document Headings

The headings in these Contract Documents are for convenience of reference only, and only and shall not limit or otherwise affect the meaning of the Contract Documents.

### 1.3 Terms

Wherever the terms "directed", "required", "permitted", "ordered", "designated", "prescribed", or terms of like import are used, it shall be understood that the direction, requirements, permission, order, designation, or prescription of DISTRICT's Representative is intended. Similarly, the terms "approved", "acceptable", "satisfactory", "or equivalent", or terms of like import shall mean approved by, or acceptable to, DISTRICT's Representative, unless otherwise expressly stated. The word "provide" shall be understood to mean furnish and install.

### 1.4 Abbreviations

Wherever the following abbreviations are used, they shall have the meanings indicated:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AAI	The Asphalt Institute

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AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AIMA	Acoustical and Insulating Materials Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AMCA	Air Moving and Conditioning Association, Inc.
ANSI	American National Standards Institute (formerly USASI, USAS, ASA)
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ASA	American Standards Association (Now ANSI)
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AT&SF	Atchison, Topeka and Santa Fe Railway Company
AWPA	American Wood Preservers Association
AWS	American Welding Society
AWWA	American Water Works Association
CALTRANS	State of California, Department of Transportation, Division of Highways
CCR	California Code of Regulations
CFR	Code of Federal Regulations
CRSI	Concrete Reinforcing Steel Institute
CRWQCB	California Regional Water Quality Control Board
CA	Commercial Standard, US Department of Commerce
DIPRA	Ductile Iron Pipe Research Association
ETL	Electrical Testing Laboratories
GRI	Geosynthetic Research Institute
HI	Hydraulics Institute
ICBO	International Conference of Building Officials
IEEE	Institute of Electrical and Electronics Engineers
ISA	Instrument Society of America
MSS	Manufacturers Standardization Society of the Valve and Fittings Industry
NAPF	National Association of Plastic Fabricators
NBFU	National Board of Fire Underwriters
NCPI	National Clay Pipe Institute
NECA	National Electrical Contractors Association
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NOAA	National Oceanographic and Atmospheric Administration
NSF	National Sanitation Foundation

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OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
PS	Product Standard, U.S. Department of Commerce
SDI	Steel Deck Institute
SJI	Steel Joist Institute
SMACNA	Sheet Metal and Air-Conditioning Contractors National Association
State Specifications	Standard Specifications, State of California, Business and Transportation Agency, Department of Transportation
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works Construction (Green Book)
UBC	Uniform Building Code, Pacific Coast Building Officials Conference of the International Conference of Building Officials
U/L or UL	Underwriters' Laboratories, Inc.
USA	Underground Service Alert
USASI or USAS	United States of America Standards Institute (Now ANSI)
USGS	United States Geological Survey

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## 1.5 Abbreviations – Common Usage

The following abbreviations, together with others in general use, are applicable to the Contract Documents.

<u>Abbreviation</u>	<u>Word or Words</u>	<u>Abbreviation</u>	<u>Word or Words</u>
ABAN.....	Abandon	DIP.....	Ductile iron pipe
ABAND.....	Abandoned	DW.....	Domestic water
ABS.....	Acrylonitrile – butadiene – styrene	DWG.....	Drawing
AC.....	Asphalt Concrete	EA.....	Each
ACP.....	Asbestos cement pipe	EC.....	End of curve
ALT.....	alternate	ECR.....	End of curb return
AWG.....	American Wire Gage (nonferrous wire)	EF.....	Each face
BC.....	beginning of a curve	EGL.....	Energy grade line
BCR.....	beginning of a curb return	El.....	Elevation
BDRY.....	Boundary	ENGR.....	Engineer, Engineering
BM.....	<del>Bench</del>	EP.....	Edge of pavement
<del>mark</del> Benchmark		ESMT.....	Easement
BVC.....	Beginning of a vertical curve	ETB.....	Emulsion-treated base
C/C.....	Center to center	EVC.....	End of vertical curve
CAB.....	Crushed aggregate base	EXC.....	Excavation
CAP.....	Corrugated aluminum pipe	EXP JT.....	Expansion joint
CB.....	Catch Basin	EXST.....	Existing
Cb.....	Curb	F.....	Fahrenheit
CBR.....	California Bearing Radio	FAB.....	Fabricate
CCTV.....	Closed Circuit TV	FD.....	Floor drain
CF.....	Curb face	FDN.....	Foundation
CF.....	Cubic foot	FG.....	Finished grade
CFS.....	Cubic feet per Second	FH.....	Fire hydrant
C&G.....	Curb and gutter	FL.....	Flow line
CIP.....	Cast iron pipe	FS.....	Finished surface
CIPP.....	Cast-in place pipe	FTG.....	Footing
CL.....	Clearance, center line	FW.....	Face of wall
CLF.....	Chain link fence	GA.....	Gauge
CMB.....	Crushed miscellaneous base	GALV.....	Galvanized
CMC.....	Cement mortar-coated	GIP.....	Galvanized iron pipe
CML.....	Cement mortar-lined	GL.....	Ground line or grade line
CO.....	Cleanout (Sewer)	GM.....	Gas meter
CONC.....	Concrete	GR.....	Grade
CONN.....	Connection	GRTG.....	Grating
CONST.....	Construct, Construction	GSP.....	Galvanized steel pipe
COORD.....	Coordinate	H.....	High or height
CSP.....	Corrugated steel pipe	HB.....	Hose bib
CTB.....	Cement treated base	HC.....	House connection
CV.....	Check valve	HDWL.....	Headwall
CY.....	Cubic yard	HGL.....	Hydraulic grade line
dB.....	Decibels	HORIZ.....	Horizontal
DIA.....	Diameter	HP.....	Horsepower

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<u>Abbreviation</u>	<u>Word or Words</u>
HPG.....	High pressure gas
HYDR.....	Hydraulic
ID.....	Inside diameter
INCL.....	Including
INV.....	Invert
IP.....	Iron pipe
JC.....	Junction chamber
JCT.....	Junction
JS.....	Junction structure
JT.....	Joint
L.....	Length
LAB.....	Laboratory
LAT.....	Lateral
LB.....	Pound
LD.....	Local depression
LF.....	Linear foot
LONG.....	Longitudinal
LS.....	Lump sum
LTS.....	Lime treated soil
MAINT.....	Maintenance
MAX.....	Maximum
MCR.....	Middle of curb return
MEAS.....	Measure
MGD.....	Million Gallons per day
MH.....	Manhole, maintenance hole
MIN.....	Minimum
MISC.....	Miscellaneous
MOD.....	Modified, modify
MON.....	Monument
MULT.....	Multiple
OC.....	On center
OD.....	Outside diameter
OPP.....	Opposite
ORIG.....	Original
PB.....	Pull box
PC.....	Point of curvature
PCC.....	Portland cement concrete or point of compound curvature
PE.....	Polyethylene
PI.....	Point of intersection
PL.....	Property line
PMB.....	Processed miscellaneous base
POC.....	Point on curve
POT.....	Point on tangent
PP.....	Power pole
PRC.....	Point of reverse curve
PSI.....	Pounds per square inch
PT.....	Point of tangency
PVC.....	Polyvinyl chloride
PVMT.....	Pavement
Q.....	Rate of flow in cubic feet per second
QUAD.....	Quadrangle, Quadrant
R.....	Radius
R/W.....	Right-of-way

<u>Abbreviation</u>	<u>Word or Words</u>
RC.....	Reinforced concrete
RCB.....	Reinforced concrete box
RCE.....	Registered civil engineer
RCP.....	Reinforced concrete pipe
RCV.....	Remote control valve
REF.....	Reference
REINF.....	Reinforced or reinforcement
RES.....	Reservoir
RR.....	Railroad
RW.....	Reclaimed water
S.....	Slope or sewer
SCCP.....	Steel cylinder concrete pipe
SD.....	Storm drain
SDR.....	Standard thermoplastic pipe dimension ratio (ratio of pipe O.D. to minimum wall thickness)
SEC.....	Section or second
SF.....	Square foot
SPEC.....	Specifications
SR.....	Standard ratio
SS.....	Sanitary sewer
SSB.....	Select sub-base
STA.....	Station
STD.....	Standard
STR.....	Straight
STRUC.....	Structural/Structure
SW.....	Sidewalk
SWD.....	Sidewalk drain
SY.....	Square yard
TAN.....	Tangent
TC.....	Top of curb
TEL.....	Telephone
TF.....	Top of footing
TOPO.....	Topography
TR.....	Tract
TRANS.....	Transition
TS.....	Traffic signal or transition structure
TSC.....	Traffic signal conduit
TW.....	Top of wall
TYP.....	Typical
VAR.....	Varies, Variable
VB.....	Valve box
VC.....	Vertical curve
VCP.....	Vitrified clay pipe
VERT.....	Vertical
VOL.....	Volume
W.....	Wide or width
WATCH.....	Work Area Traffic Control Handbook
WM.....	Water meter
WPJ.....	Weakened plane joint
XCONN.....	Cross connection
XSEC.....	Cross section

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### 1.6 Units of Measure, Their Abbreviation and Conversion

The following units of measure, together with other units in general use, are applicable to the Contract Documents.

<u>U.S. Customary Unit</u> <u>(Abbreviations)</u>	<u>Equal To</u>	<u>SI unit</u> <u>(Abbreviations)</u>
1 mil (=0.001 in) .....		25.4 micrometer (um)
1 inch (in) .....		25.4 millimeter (mm)
1 inch (in) .....		2.54 centimeter (cm)
1 foot (ft) .....		0.3048 meter (m)
1 yard (yd) .....		0.9144 meter (m)
1 mile (mi) .....		1.6093 kilometer (km)
1 square foot (ft <sup>2</sup> ) .....		0.0929 square meter (m <sup>2</sup> )
1 square yard (yd <sup>2</sup> ) .....		0.8361 square meter (m <sup>2</sup> )
1 cubic foot (ft <sup>3</sup> ) .....		0.0283 cubic meter (m <sup>3</sup> )
1 cubic yard (yd <sup>3</sup> ) .....		0.7646 cubic meter (m <sup>3</sup> )
1 acre .....		0.4047 hectare (ha)
1 U.S. gallon (gal) .....		3.7854 Liter (L)
1 fluid ounce (fl. Oz.) .....		29.5735 milliliter (mL)
1 pound mass (lb) (avoirdupois) .....		0.4536 kilogram (kg)
1 ounce mass (oz) .....		28.3495 kilogram (kg)
1 Ton (=2000 lb. avoirdupois) .....		0.9072 Tonne (= 1000 kg)
1 Poise .....		0.1 pascal . second (Pa . s)
1 centistoke (cs) .....	1 square millimeter per second (mm <sup>2</sup> /s)	
1 pound force (lbf) .....		4.4482 Newton (N)
1 pounds per square inch (psi) .....		6.8948 Kilopascal (kPa)
1 pound force per foot (lbf/ft) .....		1.4594 Newton per meter (N/m)
1 foot-pound force (ft-lbf) .....		1.3558 Joules (J)
1 foot-pound force per second ([ft-lbf]/s) .....		1.3558 Watt (W)
1 part per million (ppm) .....		1 milligram/liter (mg/L)

### 1.7 Language of Documents

Wherever anything is required or permitted by a provision of the Contract Documents to be furnished in writing, it shall be in the English language.

**END OF ARTICLE**

## GENERAL PROVISIONS

### ARTICLE 2 NOTICES

#### 2.1 Notice and Service

2.1.1 Any notice required or given by one party to the other under the contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notices shall not be effective for any purposes whatsoever, unless served in the following manner:

- 2.1.1.1 If the notice is given to DISTRICT, by personal delivery, delivery service, or by depositing the same in the United States mail, enclosed in a sealed envelope addressed to DISTRICT, postage prepaid and registered or certified.
- 2.1.1.2 If the notice is given to CONTRACTOR, by personal delivery to CONTRACTOR or to their authorized representative at the site of the Work or by depositing the same in the United States mail or delivery service, enclosed in a sealed envelope addressed to CONTRACTOR at their regular place of business or such other address as may have been established for the conduct of the Work under this contract, postage prepaid and registered or certified.
- 2.1.1.3 If the notice is given to the surety or any other person, by personal delivery to surety or other person, or by depositing the same in the United States mail, enclosed in a sealed envelope addressed to such surety or person at the address of surety or person last communicated by them to the party giving the notice, postage prepaid and registered or certified.

#### 2.2 CONTRACTOR Correspondence

All CONTRACTOR's correspondence shall have identification numbers assigned by CONTRACTOR. The identification numbers shall be sequential and assigned chronologically such that each CONTRACTOR's submission can be individually identified by reference to the assigned identification number. The numbering system must be approved by DISTRICT. Any correspondence not so identified may not be accepted by DISTRICT.

#### 2.3 DISTRICT Correspondence

All correspondence from DISTRICT or the Engineer/Architect shall be by project transmittal memorandum (PTM). PTMs shall be sequentially numbered for identification. CONTRACTOR shall sign and return one copy of each PTM to acknowledge receipt of the PTM and all attachments. CONTRACTOR's acknowledgement of receipt shall not constitute acceptance of or agreement with the contents of the PTM.

## GENERAL PROVISIONS

### 2.4 Use of Forms Provided

Unless DISTRICT allows to the contrary, only those forms provided or approved by DISTRICT shall be used and no modifications or substitutions shall be allowed.

### 2.5 Initial Submittals by CONTRACTOR

2.5.1 Within ten (10) days after Notice of Award ~~(unless otherwise specified in the Special Provisions or General Requirements)~~, CONTRACTOR shall submit to DISTRICT for review the following:

2.5.1.1 ~~a-p~~ Preliminary progress schedule indicating the starting and completion dates of the various stages of the Work, a proposed schedule of Shop Drawing submissions, a proposed schedule of values of the Work on the form provided by DISTRICT, and a listing of labor projections through the Contract Time.

2.5.1.2 Site Safety Plan, Injury and Illness Prevention Program (IIPP), Hazard Communication Program, Heat Illness Program, and Code of Safe Work Practices.

2.5.2 DISTRICT will review and return these submissions, and CONTRACTOR shall revise, adjust or modify and resubmit acceptable ~~schedul~~essubmissions.

2.5.3 Within thirty (30) days after Notice of Award, CONTRACTOR shall (except as otherwise specified in the Special Provisions) submit to DISTRICT acceptable Progress and Shop Drawing Submittal Schedules, acceptable labor projections, and a final schedule of values of the Work. These schedules shall be of satisfactory type, form, and substance to DISTRICT. DISTRICT may require the schedule of values to be adjusted if in their opinion the breakdown does not accurately reflect the true distribution of the Contract Price. Upon acceptance of the Schedule of Values by DISTRICT, it shall be incorporated into the Progress Payment Request.

### 2.6 Daily Reports By CONTRACTOR

2.6.1 CONTRACTOR shall be responsible for preparing and delivering to DISTRICT, on a daily basis, reports recording labor and equipment available and used, materials and equipment received each day, and problems encountered on a form acceptable to DISTRICT. If CONTRACTOR fails to submit reports daily, DISTRICT may withhold payments for undocumented work until such time as CONTRACTOR submits the required information. CONTRACTOR shall make available any records as requested by DISTRICT to verify that the reports are accurate.

2.6.2 CONTRACTOR shall submit to DISTRICT each morning, a list of specific items requiring final inspection, monitoring, or witnessing by DISTRICT on the following day.

**GENERAL PROVISIONS**

**END OF ARTICLE**

# GENERAL PROVISIONS

## ARTICLE 3 CONTRACT DOCUMENTS

### 3.1 Applicable Law; Intent

3.1.1 The Contract Documents comprise the entire agreement between DISTRICT and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

3.1.2 It is the intent of the Contract Documents to describe a functionally complete project (or part of it) to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words that have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental entity, including DISTRICT, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of DISTRICT, CONTRACTOR, or the Engineer/Architect, or any of their consultants, agents, or employees from those set forth in the Contract Documents, nor shall it assign to DISTRICT or the Engineer/Architect, or any of their consultants, agents, or employees, any duty or authority to supervise or direct the ~~furnishing or~~ performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of this Agreement.

### 3.2 Priority of the Contract Documents

3.2.1 In resolving conflicts, errors, or discrepancies, the Contract Documents shall be given precedence in the following order:

- Supplemental agreements (including Change Orders)
- Agreement
- Notice to Proceed
- Notice of Award
- Addenda
- Special Provisions
- Instructions to Bidders
- General Provisions
- General Requirements
- Project Technical Specifications
- Plans
- General Technical Specifications
- Standard Drawings

## GENERAL PROVISIONS

- Notice Inviting Sealed Proposals
- CONTRACTOR'S Bid
- Bonds
- Certificate(s) of Insurance and Endorsements
- Affidavits

3.2.2 If the issue of priority pertains to the specifications and the drawings, figured dimensions shall govern over scaled dimensions, but Work not dimensioned shall be as directed, and Work not particularly shown, identified, sized, or located shall be the same as similar parts that are shown or specified. Further, detail drawings shall govern over general drawings, larger scale drawings take precedence over smaller scale drawings, Change Order drawings govern over contract drawings, and contract drawings govern over standard or Shop Drawings. In all cases where notes, specifications, sketches, diagrams, details or schedules in the specifications or in the drawings, or between the specifications and the drawings, conflict, the higher cost requirement shall be binding on CONTRACTOR, unless otherwise directed by DISTRICT.

3.2.3 If the issue of priority is due to a conflict or discrepancy between provisions of the Contract Documents and any referenced standard specification, manual, or code of any technical society, organization or association, the provisions of the Contract Documents will take precedence if they are more stringent or presumptively cause a higher level of performance. If there is any conflict or discrepancy between standard specifications, manuals, or codes of any technical society, organization or association, or between laws or regulations, the higher cost requirement shall be binding on CONTRACTOR, unless otherwise directed by DISTRICT.

3.2.4 In accordance with the intent of the Contract Documents, CONTRACTOR recognizes and agrees that compliance with the priority order specified shall not justify an increase in Contract Price or extension in Contract Time.

### 3.3 Reuse of Documents

Neither CONTRACTOR nor any Subcontractor or supplier or other person or organization shall acquire any title to or have ownership rights of any of the drawings, specifications or other documents (or copies) prepared by or bearing the seal of the design engineer or architect of record; and they shall only be used on this project and shall not be used on any other project nor shall they be generally published without written consent of DISTRICT.

## END OF ARTICLE

## GENERAL PROVISIONS

### ARTICLE 4 CONTRACTOR'S INSURANCE

#### 4.1 General

4.1.1 CONTRACTOR shall not commence or continue to perform any Work unless they, at their own expense, have in full force and effect all required insurance. CONTRACTOR shall not permit any Subcontractor to perform work on this project until the same insurance requirements have been complied with by such Subcontractor.

4.1.2 The types of insurance the CONTRACTOR shall obtain and maintain for the full period of the Agreement are worker's compensation insurance, commercial general liability insurance, business automobile liability insurance and, unless otherwise specified in the Special Provisions or so determined by DISTRICT at the time of awarding the Agreement, builder's risk insurance, including coverage for collapse, earthquake and flood, all as detailed in the following portions of this Article.

4.1.3 Insurers shall have financial and size ratings of at least an "A", VIII in accordance with the most current Best's Key Rating Guide, Property Casualty.

4.1.4 As evidence that specified insurance coverage has been obtained for the period of the Agreement, the CONTRACTOR shall provide certificates of insurance and endorsements on the forms provided as a part of the Contract Documents. Additional information as set forth in the Special Provisions shall be included on said forms. No alteration or substitution of said forms will be allowed. Certified copies of insurance policies from the insurance company affording coverage shall be provided by CONTRACTOR upon request.

4.1.5 DISTRICT reserves the right to withhold payments to CONTRACTOR in the event of material noncompliance with insurance requirements.

4.1.6 The requirements set forth herein as to the types and limits of insurance coverage to be maintained by the CONTRACTOR and any approval of said insurance by the DISTRICT or its insurance consultant(s) is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the CONTRACTOR pursuant to the Agreement, including but not limited to the provisions concerning indemnification.

#### 4.2 Worker's Compensation Insurance and Employer's Liability Insurance

4.2.1 CONTRACTOR shall provide worker's compensation insurance coverage for no less than the statutory limits and employer's liability insurance coverage, with limits not less than those specified in the Special Provisions, for all persons whom CONTRACTOR employs or may employ in carrying out the Work. This insurance shall be in strict accordance with the requirements of the most current and applicable state worker's compensation insurance laws.

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4.2.2 The worker's compensation insurance shall include a waiver of right of subrogation against the DISTRICT, the District Board of Directors, DISTRICT's Representative, the Engineer/Architect, those persons and entities required to be included as additional insureds by the Special Provisions, owners of record of all private properties on which entry will be made, and their consultants, and each of their officers, agents, and employees but only while acting in their capacity as such and only in respect to operations of the original named insured, their Subcontractors, agents, officers, and employees in the performance of the Work.

### 4.3 Commercial General Liability Insurance

4.3.1 CONTRACTOR shall provide commercial general liability insurance coverage equivalent to Insurance Services Office Form CG 00 01, with limits not less than those specified in the Special Provisions.

4.3.2 Included in such insurance shall be blanket contractual liability coverage and severability of interests (no cross suits exclusion).

4.3.3 The commercial general liability insurance shall be primary and non-contributory and include as additional insureds: DISTRICT, the District Board of Directors, DISTRICT's Representative, the Engineer/Architect, those persons and entities required to be included as additional insureds by the Special Provisions, owners of record of all private properties on which entry will be made, and their consultants, and each of their officers, agents, and employees but only while acting in their capacity as such and only in respect to operations of the original named insured, their Subcontractors, agents, officers, and employees in the performance of the Work.

4.3.4 Such insurance shall have a deductible or self insured retention not to exceed \$25,000.

### 4.4 Automobile Liability Insurance

4.4.1 CONTRACTOR shall provide business automobile liability insurance coverage equivalent to Insurance Services Office Form CA 00 01, with limits not less than those specified in the Special Provisions. Business automobile liability insurance coverage shall be provided for all owned, non-owned and hired vehicles.

### 4.5 Drone / Unmanned Aerial Vehicle Liability Insurance

4.5.1 If CONTRACTOR will utilize drone or unmanned aerial vehicle services (UAV) during performance of the Work, CONTRACTOR shall provide aviation liability insurance coverage applicable to such drone or UAV operations, with limits not less than \$1,000,000 per occurrence, or such higher limits as specified in the Special Provisions.

4.5.2 Included in such insurance shall be blanket contractual liability coverage and severability of interests (no cross suits exclusion).

## GENERAL PROVISIONS

4.5.3 The aviation liability insurance shall be primary and non-contributory and shall include as additional insureds: DISTRICT, the District Board of Directors, DISTRICT's Representative, the Engineer/Architect, those persons and entities required to be included as additional insureds by the Special Provisions, owners of record of all private properties on which entry will be made, and their consultants, and each of their officers, agents, and employees but only while acting in their capacity as such and only in respect to operations of the original named insured, their Subcontractors, agents, officers, and employees in the performance of the Work.

4.5.4 Such insurance shall have a deductible or self insured retention not to exceed \$25,000.

### **4.5.4.6 Builder's Risk Insurance**

4.5.14.6.1 CONTRACTOR shall provide builder's risk insurance upon the Work, including completed work and work in progress and including coverage for collapse, earthquake and flood. Coverage shall also include transit, off-site storage, permission to occupy, waiver of subrogation, testing, extra expense and boiler & machinery.

4.5.24.6.2 Such insurance shall have a deductible clause not to exceed \$50,000, except for earthquake and high hazard flood. The deductible for earthquake and high hazard flood shall not exceed five (5) percent of the Contract Price.

4.5.34.6.3 The builder's risk insurance shall include as named insureds: DISTRICT, CONTRACTOR and all subcontractors.

### **4.6.4.7 CONTRACTOR's Responsibility Not Limited by Insurance**

Nothing contained in these insurance requirements is to be construed as limiting the extent of the liability of CONTRACTOR or CONTRACTOR's sureties.

### **4.7.4.8 Maintaining Insurance**

The maintenance of proper insurance in conformity with the Contract Documents is a material element of this Agreement. If at any time during the life of the Agreement, including the guarantee period, or any extension, CONTRACTOR fails to maintain the required insurance in full force and effect, the Work shall be discontinued immediately and all payments due or that become due to CONTRACTOR shall be withheld until notice is received by DISTRICT that the required insurance has been restored to full force and effect and that the premiums have been paid for a period satisfactory to DISTRICT. Failure to maintain or renew coverage or to provide evidence of renewal upon request of DISTRICT may be treated by DISTRICT as a material breach of contract.

# GENERAL PROVISIONS

END OF ARTICLE

## GENERAL PROVISIONS

### ARTICLE 5 DISTRICT'S RESPONSIBILITIES

#### 5.1 Authority of DISTRICT's Representative

5.1.1 DISTRICT's Representatives will decide any and all questions that may arise as to the interpretation of the Plans and ~~specifications, and specifications and~~ will have the authority to disapprove or reject materials and equipment furnished and work performed which, in their opinion, is not in accordance with the Contract Documents. DISTRICT's Representatives may be represented at the Work by their authorized assistants.

5.1.2 The administration, inspection, assistance, and actions by DISTRICT's Representatives and the Engineer/Architect shall not be construed as supervisory control of the Work nor of means and methods employed by CONTRACTOR and shall not relieve CONTRACTOR from their responsibilities and obligations under the Agreement. CONTRACTOR shall not request nor require DISTRICT's Representative or the Engineer/Architect to undertake such supervisory control nor to administrate, to supervise, to inspect, to assist, or to act in a manner so as to relieve CONTRACTOR of their responsibilities and obligations. The presence of DISTRICT's Representatives shall in no way relieve CONTRACTOR of their obligation to conform to local, DISTRICT, state, and federal regulations.

#### 5.2 Plans and Supplemental Drawings

The Plans shall be supplemented by such drawings as are necessary to define the Work adequately. All such drawings delivered to CONTRACTOR by DISTRICT's Representatives shall be deemed written instructions to CONTRACTOR.

#### 5.3 Land and Rights-of-Way

5.3.1 Unless otherwise specified in the Special Provisions, DISTRICT shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way, easements, entry and encroachment permits for access, and such other lands that are designated for the use of CONTRACTOR. Lands and easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by DISTRICT, unless otherwise provided in the Contract Documents. CONTRACTOR shall make their own arrangements and pay all expenses for additional area required by them outside the limits of DISTRICT's lands and rights-of-way.

5.3.2 Work in rights-of-way shall be done in accordance with the requirements of the permit, easement or license issued by the public agency or owner in whose right-of-way the work is located in addition to conforming to the Contract Documents.

#### 5.4 DISTRICT Communications and Access

5.4.1 DISTRICT shall generally issue all communications to CONTRACTOR through DISTRICT's Representatives.

## GENERAL PROVISIONS

5.4.2 All approvals and comments by DISTRICT will be in writing.

5.4.3 DISTRICT may allow its consultants, agents, attorneys, employees, and others access to site. CONTRACTOR shall cooperate with DISTRICT in allowing such access.

### 5.5 Surveying

DISTRICT will provide one (1) set of construction survey staking as described in the General Requirements. Work shall not proceed until construction staking has been provided. The cost of restaking after initial staking shall be charged to CONTRACTOR.

### 5.6 DISTRICT May Stop the Work

5.6.1 If the Work is defective and CONTRACTOR has been notified by DISTRICT, or if CONTRACTOR fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, or if CONTRACTOR fails to supply sufficient supervisory personnel or skilled workers or suitable materials or equipment, or if CONTRACTOR has failed to correct any breach or violation of this Agreement after written notification, or if CONTRACTOR fails to obtain, maintain, or renew insurance required by the Contract Documents in a form acceptable to DISTRICT, or if any insurance company CONTRACTOR has obtained insurance from declares bankruptcy or is declared bankrupt, DISTRICT may order CONTRACTOR to stop the Work, or any portion of the Work, until the cause for the order has been eliminated. This right of DISTRICT to stop the Work shall not give rise to any duty on the part of DISTRICT to exercise this right for the benefit of CONTRACTOR or any other party and shall not be construed as an assumption by DISTRICT of supervisory control of the Work. CONTRACTOR shall bear all direct, indirect, and consequential costs of the order to stop the Work (including but not limited to fees and charges of engineers, attorneys, and other professionals, any additional expenses incurred by DISTRICT due to delays to others performing work under a separate contract with DISTRICT, and other obligations), and CONTRACTOR shall further bear the responsibility for maintaining the Progress Schedule and shall not be entitled to any extension of the Contract Time or increase in the Contract Price.

5.6.2 If such costs exceed the unpaid balance of the Contract Price, CONTRACTOR shall pay the difference to DISTRICT promptly upon demand; on failure of CONTRACTOR to pay, the surety shall pay on demand by DISTRICT. Any portion of such difference not paid by CONTRACTOR or surety within thirty (30) days following the mailing of a demand for such costs by DISTRICT shall earn interest at the maximum rate authorized by California law.

### 5.7 DISTRICT'S Right to Carry Out the Work

5.7.1 If CONTRACTOR defaults or fails within a reasonable time after written notice by DISTRICT to correct defective or nonconforming work or to remove and replace

## GENERAL PROVISIONS

rejected work as required by DISTRICT, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including any requirements of the Progress Schedule), DISTRICT may, after seven (7) days written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising their rights under this paragraph, DISTRICT shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, DISTRICT may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work and suspend CONTRACTOR'S related services, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate into the Work all materials and equipment stored at the site or for which DISTRICT has paid CONTRACTOR but is stored elsewhere. CONTRACTOR shall allow DISTRICT, DISTRICT's Representatives, agents and employees access to the site as may be necessary to enable DISTRICT to exercise their rights under this paragraph. All direct and indirect costs of DISTRICT in exercising such rights shall be charged against CONTRACTOR in an amount documented by DISTRICT, and a Change Order shall be issued incorporating the necessary revisions to the Contract Documents and a reduction in Contract Price.

5.7.2 If such costs exceed the unpaid balance of the Contract Price, CONTRACTOR shall pay the difference to DISTRICT promptly upon demand; on failure of CONTRACTOR to pay, the surety shall pay on demand by DISTRICT. Any portion of such difference not paid by CONTRACTOR or surety within thirty (30) days following the mailing of a demand for such costs by DISTRICT shall earn interest at the maximum rate authorized by California law.

### 5.8 DISTRICT Removal of Personnel

DISTRICT shall be able to object to and require CONTRACTOR to remove any person employed by CONTRACTOR (or their Subcontractors) in or about the execution or maintenance of the Work, who in the opinion of DISTRICT misconducts themselves or is incompetent or negligent in the proper performance of their duties or whose employment is considered by DISTRICT to be undesirable. Any person so removed shall be at CONTRACTOR'S sole expense and shall not be allowed on the site for any reason without DISTRICT'S written consent.

### 5.9 Use of Completed Portions

5.9.1 When the Work or any portion of it is sufficiently complete to be used or placed into service, DISTRICT shall have the right upon written notification to CONTRACTOR to utilize such portions of the Work and to place the operable portions into service and to operate same.

5.9.2 Upon said notice and commencement of use or operation by DISTRICT, CONTRACTOR shall be relieved of the duty of maintaining the portions so used or placed into operation; provided, however, that nothing in this Article shall be construed as relieving CONTRACTOR of the full responsibility for completing the Work in its entirety, for making good defective work and materials, for protecting the Work from

## **GENERAL PROVISIONS**

damage, and for being responsible for damage and for the Work as set forth in the general provisions and other Contract Documents, nor shall such action by DISTRICT be deemed completion and acceptance, and such action shall not relieve CONTRACTOR, their sureties or insurers of the provisions in the Contract Documents on guarantees, indemnity, and CONTRACTOR'S insurance.

**END OF ARTICLE**

## GENERAL PROVISIONS

### ARTICLE 6 CONTRACTOR'S RESPONSIBILITIES

#### 6.1 Observing Laws and Ordinances

6.1.1 CONTRACTOR shall keep themselves fully informed of all laws, ordinances, and regulations that in any manner affect those engaged or employed on the Work or the materials used in the Work or that in any way affect the conduct of the Work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency is discovered in the Contract Documents in relation to any such law, ordinance, regulation, order or decree, CONTRACTOR shall immediately report the same to DISTRICT's Representative in writing and cease operations on the affected part of the Work until receipt of instructions from DISTRICT's Representative as provided in paragraph 6.14.

6.1.2 CONTRACTOR shall at all times observe and comply with and shall cause all their agents, employees, suppliers, and Subcontractors to observe and comply with all laws, ordinances, regulations, orders, and decrees, and shall hold harmless, indemnify, and defend DISTRICT, DISTRICT's Representative, the Engineer/Architect, and their consultants, and each of their officers, directors, employees, and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree by CONTRACTOR, their employees, their agents, their Subcontractors, or their suppliers.

6.1.3 CONTRACTOR shall post on the jobsite all notices as prescribed by law or regulation.

#### 6.2 Permits and Licenses

6.2.1 Certain permits are required for construction of the Work. These permits are hereby made a part of these Contract Documents, and all requirements shall be met solely and fully by CONTRACTOR. All costs incurred due to the permit requirements shall be included in the various bid items and no additional allowance will be made for them.

6.2.2 CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Work, except as provided in the Special Provisions.

6.2.3 Copies of any permits and licenses, including current CONTRACTOR's licenses from the State of California, shall be provided to DISTRICT upon request.

#### 6.3 Patents

CONTRACTOR shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the Work and shall hold harmless, indemnify and defend DISTRICT, DISTRICT's Representative, the Engineer/Architect, and their consultants, and each of their officers, employees, and

## GENERAL PROVISIONS

agents from all lawsuits or actions of every nature for or on account of the use of any patented materials, equipment, devices, or processes, and all costs of defense and attorneys' fees incurred therein by any of the foregoing indemnified persons.

### 6.4 Safety

6.4.1 In accordance with generally accepted construction practices, CONTRACTOR shall be solely and completely responsible for conditions of the site, including safety of all persons and property during performance of the Work, and CONTRACTOR shall fully comply with all local, state and federal laws, rules, regulations, and orders relating to the safety of the public and workers.

6.4.2 The right of the Engineer/Architect or DISTRICT's Representative to conduct construction review or inspection of CONTRACTOR'S performance is not intended to include review or inspection of the adequacy of CONTRACTOR'S safety measures in, on, or near the site.

### 6.5 Emergencies

In emergencies affecting the safety or protection of persons or the Work or property at or adjacent to the site, CONTRACTOR, without special instruction or authorization from the Engineer/Architect or DISTRICT, is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give DISTRICT prompt written notice if CONTRACTOR believes that any significant changes in the Work have resulted because of the action taken in response to an emergency. If the emergency was not due to the fault or negligence of CONTRACTOR, and DISTRICT determines that changes are required, DISTRICT shall authorize the changes by Change Order or Change Request.

### 6.6 Concerning Subcontractors, Suppliers, and Others

6.6.1 CONTRACTOR is prohibited from performing any of the Work with a Subcontractor who is ineligible to perform such Work pursuant to Section 1777.1 or 1777.7 of the Labor Code. CONTRACTOR agrees that in accordance with Public Contract Code Section 6109, a subcontract with an ineligible Subcontractor is void as a matter of law, amounts paid to the Subcontractor shall be returned to DISTRICT, and CONTRACTOR is responsible for paying wages of the Subcontractor's employees if the Subcontractor is allowed to perform any part of the Work.

6.6.2 CONTRACTOR shall not award work to Subcontractors in excess of fifty (50) percent of the Contract Price without prior written approval of DISTRICT. Except as provided by law, CONTRACTOR shall not employ any Subcontractor, supplier, or other person or organization (including but not limited to those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom DISTRICT may have reasonable objection.

6.6.3 CONTRACTOR shall give prompt written notice to DISTRICT as to the identity

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and qualifications of any Subcontractor, supplier, or other person or organization to whom CONTRACTOR intends to award work, and of CONTRACTOR'S intent to remove or replace a Subcontractor, supplier, or other person.

6.6.4 CONTRACTOR shall be fully responsible for all acts and omissions of their Subcontractors and suppliers and of persons and organizations directly or indirectly employed by them. Nothing in the Contract Documents shall create any contractual relationship between DISTRICT or the Engineer/Architect and any Subcontractor or supplier or other person or organization having a subagreement with CONTRACTOR nor shall it create any obligation on the part of DISTRICT or the Engineer/Architect to pay or to see to the payment due any Subcontractor, supplier, or other person or organization, except as may otherwise be required by law. DISTRICT may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific work done. No Subcontractor, supplier, or other person or organization shall be a ~~third party~~third-party beneficiary of this Agreement.

6.6.5 The divisions and sections of any specifications and the identifications of any drawings shall not control CONTRACTOR in dividing the work among Subcontractors or suppliers or delineating work to be performed by any specific trade. The divisions of the specifications are complementary, and anything mentioned or shown in a division of the specifications or in a specific trade drawing shall be of like effect as if shown in all divisions of the specifications and in all drawings.

6.6.6 All work performed for CONTRACTOR by a Subcontractor, supplier or other person or organization will be in accordance with an appropriate subagreement between CONTRACTOR and the Subcontractor, supplier, or other person or organization which specifically binds the Subcontractor, supplier, or other person or organization to the applicable terms and conditions of the Contract Documents for the benefit of DISTRICT.

6.6.7 If requested in writing by DISTRICT, CONTRACTOR shall deliver to DISTRICT a copy of each subagreement with a Subcontractor, supplier, or other person or organization performing a part of the work within seven (7) days of DISTRICT'S request.

### 6.7 Assignment

6.7.1 The performance of the Agreement may not be assigned, except upon the written consent of DISTRICT. Consent will not be given to any proposed assignment that would relieve the original CONTRACTOR or their surety of their responsibilities under the Agreement nor will DISTRICT consent to any assignment of a part of the Work.

6.7.2 Upon obtaining a prior written consent of DISTRICT, CONTRACTOR may assign monies due or to become due them under the Agreement, to the extent permitted by law, but any assignment of monies shall be subject to all proper setoffs in favor of DISTRICT and to all deductions provided for in the Contract Documents, and

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particularly all monies withheld, whether assigned or not, shall be subject to being applied by DISTRICT for the completion of the Work in the event that CONTRACTOR should be in default.

6.7.3 No assignment of this Agreement will be approved unless it shall contain a provision that the funds to be paid to the assignee under the assignment are subject to a prior lien for services rendered or materials supplied for performance of the Work in favor of all persons, firms, or corporations rendering such services or supplying such materials, and that DISTRICT may withhold funds due until the Work is completed to DISTRICT'S satisfaction.

### **6.8 Time for Completion and Forfeiture Due to Delay**

6.8.1 CONTRACTOR shall complete the Work and any designated portion of the Work within the Contract Time(s) set forth in the Agreement. Contract Time(s) shall include any early occupancy milestones and limited duration work set forth in the Agreement. Time is of the essence of this Agreement.

6.8.2 If CONTRACTOR fails to attain Substantial Completion of the Work or specified part of the Work within the applicable Contract Time, including any extensions granted by DISTRICT, CONTRACTOR is in default. In accordance with Government Code 53069.85, CONTRACTOR agrees to forfeit and pay DISTRICT the amount per day set forth in the Agreement for each and every day of delay. It is agreed that the specified daily sum is to be paid, not as a penalty, but as liquidated damages to compensate DISTRICT for increased administrative and engineering costs and other tangible and intangible costs. Such damages may, at DISTRICT'S option, be deducted from monies held by them which are payable to CONTRACTOR.

6.8.3 No forfeiture due to delay shall be made because of any delays in the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR (including but not restricted to acts of God or of the public enemy, acts of the government, acts of DISTRICT, or acts of another contractor in the performance of a contract with DISTRICT, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays caused by the failure of DISTRICT or the owner of a utility to provide for removal or relocation of main or trunk line facilities not indicated in the plans or specifications with reasonable accuracy). Except as provided for in Article 14, any such delays shall not entitle CONTRACTOR to any additional compensation, and the sole remedy of CONTRACTOR shall be an extension of time obtained in accordance with Article 14.

### **6.9 Prevailing Wage**

6.9.1 Under the provisions of the California Labor Code, the Director of the Department of Industrial Relations has determined the prevailing rate of wages for the locality in which the Work is to be ~~performed~~performed, and DISTRICT has adopted said prevailing rate of wages. A copy of the prevailing wage rates can be found on-line with

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the State of California at <http://www.dir.ca.gov/dlsr/pwd>. A copy of such prevailing wage rates shall be posted on the jobsite by CONTRACTOR.

6.9.2 CONTRACTOR shall comply with Labor Code Section 1775. In accordance with said Section 1775, CONTRACTOR shall forfeit as a penalty to DISTRICT, up to two hundred dollars (\$200), as determined by the Labor Commissioner, for each calendar day or portion of a day for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any work done under the contract by them or, except as provided by the Labor Code, by any Subcontractor under them in violation of the provisions of the Labor Code, and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to Section 1775, the difference between the stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion of a day for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by CONTRACTOR.

6.9.3 CONTRACTOR shall forfeit as a penalty to DISTRICT \$25 for each worker employed in the execution of the Work by CONTRACTOR or any Subcontractor under them for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, in particular, Section 1810 to Section 1815 thereof, inclusive, except that work performed by employees of CONTRACTOR in excess of eight (8) hours per day and forty (40) hours during any one (1) week shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one half (1 1/2) times the basic rate of pay as provided in said Section 1815.

6.9.4 Qualification to engage in the performance of any of the Work requires that CONTRACTOR and Subcontractors maintain their current registration to perform public work pursuant to Labor Code Section 1725.5.

6.9.5 The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

### 6.10 Apprentices

6.10.1 CONTRACTOR and any Subcontractor under them shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices.

6.10.2 Information relativerelated to apprenticeship standards, wage schedules, and other requirements may be obtained from the Department of Industrial Relations.

6.10.3 Willful violations of Section 1777.5 will result in forfeiture of one hundred dollars (\$100) for each calendar day of noncompliance, or up to three hundred dollars (\$300) for each calendar day of noncompliance for second and subsequent violations

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within a three-year period that result in apprenticeship training not being provided as required by the Labor Code, and may also result in debarment sanctions in the case of violations, as determined by the Labor Commissioner pursuant to Section 1777.7. Section 1777.7 also imposes requirements that, if not observed by CONTRACTOR, will result in CONTRACTOR's liability for Subcontractor violations of Section 1777.5.

### 6.11 Payroll Records

CONTRACTOR and each of their Subcontractors shall keep an accurate payroll record, 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 them in connection with the Work. The records shall be in a format prescribed by the Labor Commissioner. The records may consist of printouts of payroll data maintained as computer records, if the printouts are in a format prescribed by the Labor Commissioner and are verified as required under this paragraph. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating that (1) the information contained in the payroll record is true and correct, and (2) CONTRACTOR (or the Subcontractor, as the case may be) has complied with the requirements of Sections 1771, 1811 and 1815 of the Labor Code for any of the work performed by their employees. The payroll records shall be submitted monthly to DISTRICT and directly to the Labor Commissioner and shall be available for inspection at all reasonable hours at the principal office of CONTRACTOR (or the Subcontractor, as the case may be) to the employee or their authorized representative on request, to the Division of Labor Standards Enforcement on request, and the public, provided that requests by the public must be made through DISTRICT or the Division of Labor Standards Enforcement in accordance with the requirements of Labor Code Section 1776. Copies shall be provided to the requesting entity within ten (10) days after receipt of a written request. Any copy of a payroll record made available to the public or any public agency by DISTRICT shall be marked or obliterated to prevent disclosure of individual workers' social security numbers. CONTRACTOR shall inform DISTRICT of the location address of payroll records of CONTRACTOR and each Subcontractor and notify DISTRICT of a change in any such location within five (5) working days. In the event CONTRACTOR or a subcontractor fails to comply with the above-specified 10-day period, CONTRACTOR or the subcontractor shall forfeit as a penalty to DISTRICT one hundred dollars (\$100) for each calendar day or portion of a day for each worker until strict compliance is effectuated. CONTRACTOR is not subject to a penalty under this paragraph due to the failure of a subcontractor to comply with this paragraph.

### 6.12 Underground Service Alert (USA) Contact Prior to Excavation

CONTRACTOR, except in an emergency, shall contact the appropriate regional notification center at least two (2) working days prior to commencing any excavation if the excavation will be conducted in an area that is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by DISTRICT, and obtain an inquiry identification number from that

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notification center. No excavation shall begin unless such an inquiry identification number has been assigned to CONTRACTOR or any Subcontractor of CONTRACTOR and DISTRICT has been given the identification number by CONTRACTOR.

### 6.13 Conformity with Contract Documents and Allowable Deviations

6.13.1 The work shall conform to the lines, grades, dimensions, tolerances, and material and equipment requirements shown on the plans or set forth in the specifications. Although measurement, sampling, and testing may be considered evidence as to such conformity, DISTRICT's Representatives shall be the sole judge as to whether the work or materials deviate from the plans and specifications, and their decision as to any allowable deviations shall be final.

6.13.2 Except as otherwise provided in the Contract Documents, all materials and equipment shall be installed, used and cleaned in accordance with the manufacturer's and supplier's instructions.

6.13.3 If specific lines, grades, and dimensions are not shown on plans, those furnished by DISTRICT's Representatives shall govern.

### 6.14 Errors or Discrepancies Noted by CONTRACTOR

6.14.1 If CONTRACTOR, either before commencing work or in the course of the Work, finds any discrepancy between the specifications and the Plans or between either of them and the physical conditions at the site of the Work or finds any error or omission in any of the plans or in any survey, they shall promptly notify DISTRICT's Representatives of the discrepancy, error, or omission. If CONTRACTOR observes that any plans or specifications are at variance with any applicable law, ordinance, regulation, order, or decree, they shall promptly notify DISTRICT's Representatives in writing of the conflict.

6.14.2 DISTRICT's Representatives, on receipt of any such notice, will promptly investigate the circumstances and give appropriate instructions to CONTRACTOR. Until such instructions are given, any work done by CONTRACTOR after the discovery of the error, discrepancy, or conflict which is directly or indirectly affected by the error, discrepancy, or conflict will be at their own risk. If CONTRACTOR believes that a defect or insufficiency exists in the design, materials, or specified method and fails to promptly notify DISTRICT's Representative in writing, CONTRACTOR waives any right to assert that defect or insufficiency in design, materials, or specified method at any later date in any legal, equitable, or arbitration proceeding against DISTRICT or related settlement conference.

### 6.15 Disputed Work

If there is a disagreement between DISTRICT and CONTRACTOR as to the interpretation of the Contract Documents and the disagreement becomes a dispute between DISTRICT and CONTRACTOR as to liability for work required, DISTRICT may direct CONTRACTOR to proceed with the work and accept payment in an amount

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as later agreed upon or as may be fixed in a court of law. In proceeding under protest, CONTRACTOR shall keep accurate records of their costs on the disputed portion of the Work and shall submit each day to DISTRICT'S Representative a daily summary of the hours and classification of equipment and labor used on the disputed portion of the Work, as well as a summary of any materials or any specialized services that are used. Failure to submit this information to DISTRICT in the required manner shall result in any discrepancy between DISTRICT'S and CONTRACTOR'S records being resolved in favor of DISTRICT'S records. CONTRACTOR is cautioned that when proceeding under the provisions of this paragraph, they are not working on an approved "time and material" basis.

### **6.16 Public Convenience and Safety**

6.16.1 CONTRACTOR shall so conduct their operations as to offer the least possible obstruction and inconvenience to the public, and they shall have under construction no greater length or amount of work than can be prosecuted properly with due regard to the convenience and safety of the public.

6.16.2 Convenient access to driveways, houses, and buildings along the line of work shall be maintained and temporary crossings shall be provided and maintained in good condition. Not more than one crossing or intersecting street or road shall be closed at any one time.

6.16.3 CONTRACTOR shall provide and maintain such fences, barriers, directional signs, lights, and flaggers as are necessary to give adequate warning to the public at all times of any dangerous conditions to be encountered as a result of the Work and to give directions to the public.

### **6.17 Responsibility for Loss, Damage, or Injuries**

CONTRACTOR shall be responsible for all claims, demands, or liability from any cause arising out of or resulting from or in connection with the performance of the Work, subject to limitations set forth in paragraph 19.2. Such responsibility shall extend to claims, demands, or liability for loss, damage, or injuries occurring after completion of the Work as well as during the progress of the Work.

### **6.18 CONTRACTOR'S Responsibility for the Work**

6.18.1 Until Final Acceptance, CONTRACTOR shall have the responsible charge and care of the Work and of the materials to be used (including materials for which they have received partial payment or materials which have been furnished by DISTRICT) and shall bear the risk of injury, loss, or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the Work.

6.18.2 CONTRACTOR shall rebuild, repair, restore, and make good all injuries, losses,

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or damages to any portion of the Work or the materials occasioned by any cause before its completion and acceptance and shall bear the related expenses. Where necessary to protect the Work or materials from damage, CONTRACTOR shall at their expense provide suitable drainage and erect such temporary structures as are necessary to protect the Work or materials from damage. The suspension of the Work for any cause whatever shall not relieve CONTRACTOR of their responsibility for the Work and materials as specified. If ordered by DISTRICT's Representative, CONTRACTOR shall at their expense properly store materials that have been partially paid for by DISTRICT or that have been furnished by DISTRICT. Such storage by CONTRACTOR shall be on behalf of DISTRICT, and DISTRICT shall at all times be entitled to the possession of such materials, and CONTRACTOR shall promptly return the same to the site for the Work when requested. CONTRACTOR shall not dispose of any of the materials so stored, except on written authorization from DISTRICT.

6.18.3 Notwithstanding the foregoing provisions of this Article, CONTRACTOR shall not be responsible for the cost of repairing or restoring damage to the Work, which damage is determined to have been proximately caused by the Act of God, in excess of five (5) percent of the contracted amount, provided the Work is built in accordance with accepted and applicable building standards and the approved Plans and specifications.

6.18.4 "Acts of God" shall include earthquakes in excess of a magnitude of 3.5 on the Richter Scale and tidal waves.

### **6.19 Preservation of Property**

6.19.1 CONTRACTOR shall exercise due care to avoid injury to existing improvements or facilities, utilities, adjacent property, and trees and shrubbery that are not to be removed.

6.19.2 All trees and shrubbery that are not to be removed, and pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, pipelines under or above ground, sewer and waterlines, all highway or street facilities, and any other improvements or facilities within or adjacent to the Work shall be protected from injury or damage, and CONTRACTOR shall provide and install suitable safeguards to protect such objects from injury or damage. If such objects are injured or damaged by reason of CONTRACTOR'S operation, they shall be replaced or restored at CONTRACTOR'S expense to a condition as good as when CONTRACTOR entered upon the Work or as good as required by the Plans and specifications if any such objects are a part of the Work being performed.

6.19.3 All trees and plants, whether within or without the limits of work, shall be protected in place unless specified otherwise. Protection shall consist of adequate means to prevent tree trunks from being scarred or damaged and branches and limbs from being damaged or broken by CONTRACTOR'S operations. Trees encountered by CONTRACTOR shall not be removed without the consent of DISTRICT's Representative, unless specified otherwise.

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6.19.4 The fact that any pipe or other underground facility is not shown on the plans shall not relieve CONTRACTOR of their responsibility under this Article.

6.19.5 In addition to any requirements imposed by law, CONTRACTOR shall shore up, brace, underpin, and protect as may be necessary, all foundations and other parts of all existing structures adjacent to and adjoining the site of the Work which are in any way affected by the excavations or other operations connected with the performance of the Work. Whenever any notice is required to be given by DISTRICT or CONTRACTOR to any adjacent or adjoining landowner or other party before commencement of any work, such notice shall be given by CONTRACTOR.

### **6.20 Taxes**

6.20.1. CONTRACTOR shall pay all sales, consumer, use, and other taxes.

6.20.2 NOTICE OF TAXABLE POSSESSORY INTEREST - The terms of this Agreement may result in the creation of a possessory interest. If such a possessory interest is vested in CONTRACTOR, CONTRACTOR may be subjected to the payment of property taxes levied on such interest.

### **6.21 CONTRACTOR Not Agent of DISTRICT**

CONTRACTOR shall perform all work under this Agreement as an independent CONTRACTOR and shall not be considered an agent of DISTRICT, nor shall CONTRACTOR's Subcontractors or suppliers or employees be considered agents of DISTRICT. CONTRACTOR and not DISTRICT shall be solely responsible to any and all Subcontractors and suppliers and all those employed by them for their costs, expenses, fees and profits, if any, in performing the Work.

### **6.22 Inspection and Audit**

6.22.1 DISTRICT shall have access to the Work and the right to audit all of CONTRACTOR's books, ledgers, records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and other documents pertinent to all cost and pricing data used by CONTRACTOR in the determination of CONTRACTOR's bid for the Work, in pricing, negotiating, or costing work covered by a Change Order or claim, or otherwise relating to the Work, and CONTRACTOR shall preserve and make available at CONTRACTOR's office at all reasonable times all such records for a period of five (5) years after Final Progress Payment. In addition, pursuant to California Government Code Section 8546.7, this contract, and CONTRACTOR and DISTRICT as the contracting parties, are subject to the examination and audit of the California State Auditor, at the request of DISTRICT or as part of any audit of DISTRICT, for a period of three years after the final payment under the contract.

6.22.2 In the event of termination, the records relating to the Work, or part of it, affected

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by such termination shall be made available for five (5) years after any resulting final termination settlement. Records pertaining to claims, litigation, or the settlement of claims arising under or relating to the performance of the Work shall be made available until the disposition of such appeals, litigation, or claims.

### **6.23 Responsibility for Connecting to Existing Service and Utilities**

At all points where the work constructed by CONTRACTOR connects to existing utilities and services, the actual work of making the necessary connection to the existing service or utility shall be arranged for by CONTRACTOR at no additional expense to DISTRICT (unless specifically indicated otherwise). Services and utilities included under (but not limited to) this responsibility are roads, ditches, electrical, sewer, mechanical utilities, water, fencing, and items of a similar nature. Connections shall be made at a time that will result in the least possible interference with existing services.

### **6.24 Cutting and Fitting**

CONTRACTOR shall be responsible for all cutting of masonry and other materials, and all fitting, drilling, or patching which may be necessary to complete the Work or to make its several parts fit together properly, whether or not such work is expressly specified in the Contract Documents.

**END OF ARTICLE**

## GENERAL PROVISIONS

### ARTICLE 7 COMMENCEMENT, PROSECUTION, AND COMPLETION OF THE WORK

#### 7.1 Commencement of the Contract Time; Notice of Award; Notice to Proceed

7.1.1 Contract Time shall be measured from the date of commencement stated in the Notice of Award.

7.1.2 CONTRACTOR shall start to perform field work and order materials after the date set forth in the Notice to Proceed and shall occupy the site no later than fourteen (14) days after that date. No work shall be done at the site or materials ordered prior to the date of Notice to Proceed unless authorized by DISTRICT in a Change Order.

#### 7.2 Work to be Done

The work to be done consists of furnishing all labor, materials, methods or processes, implements, tools, and machinery that are required for or appurtenant to the construction and completion of the entire project designated in the Agreement, and which are necessary to leave the grounds in a neat condition. Any work not shown in the Plans or specifications but necessary to complete the Work according to laws and regulations shall be performed by CONTRACTOR as if in the Contract Documents.

#### 7.3 Preconstruction Conference

Prior to commencement of work at the site, a conference will be held for review of the schedules, to establish procedures for handling Shop Drawings and other submittals and for processing Progress Payment Requests, and to establish a clear understanding among the parties as to the Work. CONTRACTOR shall attend this conference and shall require any or all of its Subcontractors and suppliers, as DISTRICT directs, to attend the conference.

#### 7.4 Project Meetings

CONTRACTOR along with appropriate Subcontractors shall attend all project meetings requested by DISTRICT for the purpose of discussing and resolving matters concerning the various elements of the Work. Representatives attending such meetings shall have the authority to make binding decisions regarding any subject consistent with the stated purpose of the meeting. If CONTRACTOR and/or their Subcontractors fail to attend a meeting, DISTRICT may deduct from progress payments or retainage the costs of DISTRICT, the Engineer/Architect, and other representatives attending the meeting.

#### 7.5 Continuing the Work

CONTRACTOR shall carry on the Work and maintain the Progress Schedule during all disputes or disagreements with DISTRICT. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as CONTRACTOR and

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DISTRICT may otherwise agree in writing. Suspension of the Work by CONTRACTOR during any dispute or disagreement with DISTRICT shall entitle DISTRICT to terminate the CONTRACT for breach, except as otherwise provided in Article 17.

### 7.6 Progress of the Work

If DISTRICT determines that CONTRACTOR is failing to maintain progress of the Work in accordance with the Progress Schedules and Contract Documents, the CONTRACTOR shall take steps as may be necessary to improve their progress, and DISTRICT may require them to increase their work force, or hours, or days of work, or the amount of construction plant or all of them, and to submit to DISTRICT for approval such supplementary schedules as may be deemed necessary to demonstrate the manner in which the required progress will be regained and maintained, all without additional cost to DISTRICT.

### 7.7 Working Hours

Except in connection with the safety or protection of persons or the Work or property at or adjacent to the site, and except as otherwise indicated in the Special Provisions, all work at the site shall be performed during normal working hours, and CONTRACTOR will not permit overtime work or the performance of work on Saturdays, Sundays, or any holidays without DISTRICT's written consent. Normal working hours shall be defined as the period occurring between the hours beginning at 7:00 a.m. and ending at 3:30 p.m., exclusive of Saturdays, Sundays, or holidays.

7.7.1 Work during other than normal working hours may be scheduled by CONTRACTOR if written permission is obtained from DISTRICT and CONTRACTOR agrees to pay all additional costs incurred by DISTRICT for inspection and administration of the overtime work.

### 7.8 Supervision

7.8.1 CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for all means, methods, techniques, sequences and procedures of construction, and for providing adequate safety precautions, coordinating all portions of the Work under the Contract Documents, and for enforcement of order and cooperation among CONTRACTOR's employees and all Subcontractors and suppliers and others having a subagreement for a part of the Work. CONTRACTOR shall be responsible to see that the finished work complies accurately with the Contract Documents.

7.8.2 CONTRACTOR shall provide competent supervision of the Work. Unless personally present on the premises where the work is done, CONTRACTOR shall designate an authorized representative who shall have the authority to represent and act for CONTRACTOR, and any written or verbal directions or requests of DISTRICT's

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Representative delivered to such representative shall have the same force and effect as if delivered to CONTRACTOR. This authorized representative shall be present at the site of the Work at all times while work is actually in progress. When work is not in progress and during periods when work is suspended, CONTRACTOR shall make arrangements acceptable to DISTRICT's Representative for any emergency work that may be required.

7.8.3 Whenever CONTRACTOR or their authorized representative is not present on any particular part of the Work where the DISTRICT's Representative desires to give directions, these shall be received and obeyed by the superintendent or foreman who may have charge of the particular work in reference to which the directions are given.

7.8.4 The superintendent and similar authorized representatives of any Subcontractor, supplier, or other person or organization shall attend all meetings pertaining to the Work, as requested by DISTRICT or the Engineer/Architect.

### 7.9 Quality of Materials and Equipment; Substitutions

7.9.1 All equipment, materials, and supplies to be incorporated in the Work shall be new, unless otherwise specified. When the quality of a material, process, or article is not specifically set forth in the Plans and specifications, the best available quality of the material, process, or article shall be provided.

7.9.2 Whenever materials or equipment are specified or described in the Plans or specifications by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, the name shall be deemed to be followed by the words "or approved equivalent" and materials or equipment of other suppliers may be accepted by DISTRICT if sufficient information is submitted by CONTRACTOR to allow DISTRICT to determine that the material or equipment proposed is equivalent to that named. Approval of proposed equivalent materials or equipment is at the sole discretion of DISTRICT.

7.9.3 Requests for review of substitute items of material and equipment will not be accepted by DISTRICT from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to DISTRICT for acceptance of the substitute, certifying that the proposed item will perform adequately the functions called for by the general design, be similar and of equal substance to that specified, and be suited to the same use and capable of performing the same function as that specified. The application shall state whether or not acceptance of the substitute for use in the Work will require a change in the drawings or specifications to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair, and replacement service shall be indicated. The application shall also contain an itemized estimate of all increases or decreases in (1) the cost of, or the time required to perform any part of the

## GENERAL PROVISIONS

Work, and the corresponding adjustments in the Contract Price and the Contract Time resulting directly or indirectly from evaluation and acceptance of the proposed substitute, including, but not as a way of limitation, costs and delays associated with redesign, or claims of other CONTRACTORS affected by the resulting substitute; and (2) increases or decreases in operating, maintenance, repair, replacement, or spare part costs, all of which will be considered by DISTRICT in evaluating the proposed substitute. DISTRICT may require CONTRACTOR to furnish, at CONTRACTOR's expense, additional data about the proposed substitute.

7.9.4 DISTRICT shall be the sole judge of acceptability, and no substitute shall be ordered or installed without DISTRICT's prior written acceptance.

7.9.5 CONTRACTOR assumes sole responsibility for verifying that the proposed substitute items are in accordance with the requirements of the Contract Documents, and that the dimensions, arrangement, design and construction details, and all other features of substitute items are suitable for their intended purpose.

7.9.6 In the event that a substitute item differs materially from the specified item of material or equipment, and said difference was not expressly identified in CONTRACTOR's request for the substitution, or the incorporation of the substitute into the Work results in a change(s) to the Work or in the function or general design of the project, which was not expressly identified in CONTRACTOR's request for the substitution, DISTRICT may require the removal and replacement of the substitute at CONTRACTOR's sole expense.

7.9.7 CONTRACTOR may submit data substantiating requests for substitutions of equivalent items at any time after notice of award. Under no circumstances shall CONTRACTOR be entitled to an increase in Contract Time as a result of the submission or review of a substitution request.

### 7.10 Storage of Materials and Equipment

7.10.1 All materials and equipment for use in the Work shall be stored by CONTRACTOR in accordance with the manufacturer's written recommendations and in such a manner as to prevent damage from exposure to the elements, contamination by foreign materials, or from any other cause. CONTRACTOR shall be entirely responsible for damage or loss by weather or other causes.

7.10.2 DISTRICT may require special methods for storage of materials and equipment. In addition, the storage of excavated material may require CONTRACTOR to make special arrangements. The specific requirements, if needed, are covered in the Special Provisions.

### 7.11 Advance Notification

7.11.1 At least ~~forty eight~~forty-eight (48) hours prior to start of construction and prior to

## GENERAL PROVISIONS

any operations involving existing DISTRICT facilities, CONTRACTOR shall notify the DISTRICT's Representative.

7.11.2 It will be CONTRACTOR'S responsibility to determine and notify those agencies requiring advance notification for inspection or other purposes before beginning construction in any jurisdictional area of any agency. A minimum of forty eight (48) hours notice shall be given to those agencies before construction in the area unless specific advanced times and requirements are stated in these Contract Documents or related permits.

7.11.3 At least one (1) week before the start of construction, notification shall be given to police and fire departments under whose jurisdiction the Work lies, giving the expected starting and completion dates and the name and telephone number of the CONTRACTOR'S field representative who may be contacted on a twenty four (24) hour basis in the event of a condition requiring immediate correction.

### 7.12 Construction Power and Water

7.12.1 Unless otherwise specified in the General Requirements, CONTRACTOR shall make arrangements for developing water sources and shall supply all labor and equipment to collect, load, transport, and apply water as necessary for compaction of materials, concrete construction operations, testing, dust control, and other construction use.

7.12.2 Unless otherwise specified in the General Requirements, CONTRACTOR shall provide for the purchase of power or provide portable power for the Work. If necessary, the extension of utility lines shall be provided to the point of ~~usage~~use.

### 7.13 Disposal of Excess Excavated Soil Materials

Unless otherwise specified in the General Requirements, excess excavated soil material shall be removed and disposed of by CONTRACTOR off the project site at CONTRACTOR'S expense. Excess soil material shall be disposed of in accordance with local regulations.

### 7.14 Dust and Smoke Control

7.14.1 No fuel shall be ~~used~~used, nor shall any operation be conducted that will emit into the atmosphere any smoke that is equal to Ringelmann No. 2 or darker.

7.14.2 No operation shall be conducted that will emit into the atmosphere any flying dust or dirt that is noticeable or that might constitute a nuisance.

7.14.3 Dust control operations shall be performed to prevent construction operations from producing dust in amounts harmful to, or causing a nuisance to, persons living nearby or occupying buildings in the vicinity of the Work. The use of water to clean

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streets will not be permitted in areas where earth shoulders will result in muddy public streets; other mechanical cleaning will be required in such areas.

7.14.4 Dry materials and rubbish shall be wet down to prevent blowing dust.

Excavated material leaving the site, or material being imported, shall be covered or wet down to prevent excessive dust from being created.

7.14.5 Construction activity that produces dust-causing disturbances shall be halted if winds exceed local code limits for construction activity.

### 7.15 Noise Control

Contractor shall abide by local noise ordinances.

### 7.16 Excavation Plans for Worker Protection

7.16.1 CONTRACTOR shall submit to DISTRICT for acceptance, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five (5) feet or more in depth. The plan shall be prepared specifically for the work by a registered civil or structural engineer who is licensed by the State of California. The plan shall be in an original format, not a reproduced copy, and shall include the engineer's original signature and seal. As a part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with the CAL

OSHA Construction Safety Orders, or stating that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of the safety orders.

7.16.2 All shoring submittals shall include surcharge loads from adjacent embankments, construction loads and spoil bank. The submittal shall indicate the minimum horizontal distance from the top of trench to the edge of all surcharge loads for all cases of shoring and side slopes.

7.16.3 The detailed plan showing the design of shoring, etc., which CONTRACTOR is required to submit to DISTRICT for acceptance in advance of excavation, will not be accepted if the plan is based on subsurface conditions which are more favorable than those revealed by the investigations made by DISTRICT or the Engineer/Architect or their consultants; nor will the plan be accepted if it is based on soils related design criteria that are less restrictive than the criteria set forth in the report on the investigations of subsurface conditions.

7.16.4 Nothing contained in this paragraph shall be construed as relieving CONTRACTOR of the full responsibility for providing shoring, bracing, sloping, or other provisions which are adequate for worker protection.

## GENERAL PROVISIONS

### 7.17 Construction Dewatering, Erosion Control, Stormwater Discharge

7.17.1 If dewatering is necessary, CONTRACTOR must comply with all requirements for permitting, establishing, operating, and monitoring a construction dewatering program. This program must meet all requirements of the California Regional Water Quality Control Board, and the latest revision of the NPDES permit for General Dewatering and the Monitoring and Reporting Requirements specified by the Regional Water Quality Control Board for the permit the contract is operating under.

7.17.2 CONTRACTOR shall employ methods and approved devices for the control of erosion and stormwater runoff within the Work area. All work must meet the current requirements for permitting, reporting, and implementing best management practices of the California Regional Water Quality Control Board.

### 7.18 Record Documents

CONTRACTOR shall maintain in a safe place at the site one (1) record copy of all drawings, specifications, Change Orders, correspondence, field test records, CONTRACTOR'S daily reports and construction photographs, and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all approved samples and Shop Drawings will be available to DISTRICT for reference. CONTRACTOR will be required to review with DISTRICT the status of all record documents in connection with DISTRICT'S evaluation of a Progress Payment Request. Failure to maintain current record documents shall be just cause to withhold payments for undocumented work. Upon completion of the Work, these record documents, samples, and Shop Drawings will be delivered to DISTRICT.

### 7.19 Substantial Completion

7.19.1 When CONTRACTOR considers that the entire Work or specified part of the Work has progressed to the point where it is substantially complete, CONTRACTOR shall, in writing to DISTRICT, certify that the entire Work is substantially complete, submit to DISTRICT record documents required by the contract, and request that DISTRICT issue a Certificate of Substantial Completion. Within a reasonable time, CONTRACTOR and DISTRICT shall make an inspection of the Work to determine the status of completion. If DISTRICT does not consider the Work, or any specified part of the Work, substantially complete, DISTRICT will notify CONTRACTOR of the reasons in writing. CONTRACTOR shall then accomplish the requisite work and then recertify that the entire Work, or any specified part, is substantially complete. If DISTRICT considers the Work, or specified part, substantially complete, DISTRICT will prepare and deliver to CONTRACTOR a certificate which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items (which should be minor in scope and nature) to be completed or corrected before Final Progress Payment. Until Final Progress Payment or use by DISTRICT, CONTRACTOR shall continue to be responsible for maintaining the Work.

## GENERAL PROVISIONS

7.19.2 DISTRICT shall have the right to exclude CONTRACTOR from the Work, or specified part, after the date of Substantial Completion, but DISTRICT will allow CONTRACTOR reasonable access to complete or correct items on the list attached to the Certificate of Substantial Completion.

7.19.3 Unless otherwise provided in the Contract Documents, the Work, or a specified part of the Work, is not substantially complete until after successful completion of all specified preoperational, startup and demonstration tests, which shall serve as evidence that the Work, or a specified part of it, can be utilized for the purposes for which it is intended.

### **7.20 Final Inspection**

Upon written notice from CONTRACTOR that the minor items described in the list attached to the Certificate of Substantial Completion have been completed, DISTRICT will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of the results of this inspection as to the items of the Work that appear to be incomplete, nonconforming, or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

### **7.21 CONTRACTOR's Continuing Obligation**

CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither any progress or Final Progress Payment by DISTRICT, nor the issuance of a Certificate of Substantial Completion, nor any payment by DISTRICT to CONTRACTOR nor any partial utilization by DISTRICT nor any act of acceptance by DISTRICT nor any failure to do so, nor any review and approval of the Shop Drawings or samples, nor any review of a Progress Schedule, nor any statement of acceptability by DISTRICT, nor any correction of defective work by DISTRICT will constitute an acceptance of work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents except as provided in a waiver of claims at the time of making and acceptance of the Final Progress Payment.

### **7.22 Cleaning During Construction and Final Cleanup**

7.22.1 During execution of work, the site, adjacent properties, and public areas shall be cleaned daily and waste materials, debris, and rubbish disposed of to assure that buildings, grounds, and public properties are maintained free from accumulations of waste materials and rubbish. CONTRACTOR shall provide containers for collection and disposal of waste materials, debris, and rubbish.

7.22.2 Grease, dust, dirt, stains, labels, fingerprints, and other foreign materials shall be removed from exposed and semi-exposed surfaces. Marred surfaces shall be repaired, patched, and touched up to specified finish to match adjacent surfaces.

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7.22.3 Upon completion and before making application for Substantial Completion or final inspection of the Work, CONTRACTOR shall clean all right ways, streets, borrow pits, and all other grounds occupied by them in connection with the Work of all rubbish, excess materials, temporary structures, and equipment. All parts of the Work and ground occupied by CONTRACTOR shall be left in a neat and presentable condition and returned to original grade unless otherwise specified.

### 7.23 Operation and Maintenance Manuals

Two (2) hardcopies and one (1) PDF copy ~~Six (6) copies~~ of all manufacturer's operation and maintenance manuals and data pertinent to equipment supplied shall be submitted. The ~~six (6)~~ manuals are in addition to the individual operation and maintenance manuals submitted with each final Shop Drawing submittal. The hardcopy material shall be prepared and organized in three ring binders with divider tabs and labels and shall include a table of contents. The PDF copy shall include a table of contents with links to each individual document within the file. Both the hardcopy and PDF copy shall include the following:-and the following:

- 7.23.1.1 list of equipment furnished for project with equipment make, model, year built, serial number, name, address, and telephone number of vendor. ~~of vendor~~
- 7.23.1.2 list of serial numbers of equipment furnished.
- 7.23.1.3 a copy of Shop Drawings for mechanical, electrical, and instrument equipment in final form.
- 7.23.1.4 manufacturer's operation and maintenance instructions, preventative maintenance instructions, critical parts lists, and full asset bill of materials. ~~recommended spare parts~~
- 7.23.1.5 tabulation of motor nameplate horsepower, nameplate current, field measured current, overload relay setting, and catalog number. Include a picture of each nameplate.
- 7.23.1.6 list of fuses, lamps, seals, and other expendable equipment and devices. Specify size, type, and ordering description. List name, address, and telephone number of vendor.
- 7.23.1.7 for equipment systems, recommended step-by-step procedures for starting, operating, stopping, and trouble-shooting the equipment under all modes of operation.
- 7.23.2 Drafts of the manuals shall be submitted 30 days prior to startup and testing. Manuals shall be submitted in their final form prior to Final

## **GENERAL PROVISIONS**

Progress Payment application.

**END OF ARTICLE**

# GENERAL PROVISIONS

## ARTICLE 8 SITE CONDITIONS

### 8.1 Removal of Obstructions

CONTRACTOR shall remove and dispose of all structures, debris, or other obstructions of any character necessary to accommodate the Work. Where such obstructions consist of improvements not required by law to be removed by the owner, all such improvements shall be removed, maintained, and permanently replaced at CONTRACTOR'S expense.

### 8.2 Location of Utilities and Structures

DISTRICT has endeavored to determine the existence of utilities and structures at the site of the Work from the records of the owners of known utilities in the vicinity of the Work. Unless otherwise noted, the positions of these utilities as derived from such records are shown on the plans. Unless otherwise noted, no excavations were made to verify the locations shown for underground utilities. The service connections to these utilities are not shown on the plans. It shall be the responsibility of CONTRACTOR to determine the exact location of all service connections. CONTRACTOR shall make their own investigations, including exploratory excavations, to determine the locations and type of service ~~connections,connections~~ prior to commencing work which could result in damage to such utilities. If CONTRACTOR while performing work discovers utility facilities not identified by DISTRICT or in a different position than identified in the Contract Documents, they shall immediately notify DISTRICT and responsible utility in writing.

### 8.3 Main or Trunk Line Facilities

8.3.1. Pursuant to Section 4215 of the Government Code, DISTRICT has the responsibility to identify, with reasonable accuracy, main or trunk line facilities on the plans and specifications. In the event that main or trunk line utility facilities are not identified with reasonable accuracy in the Contract Documents, DISTRICT shall assume the responsibility for their timely removal, relocation, or protection.

8.3.2. No later than two (2) days in advance of the work, CONTRACTOR shall expose all known main and trunk line crossings in the immediate area in order to provide for grade and alignment adjustments, if necessary.

8.3.3 CONTRACTOR shall be compensated by DISTRICT for the costs of locating, repairing damage not due to the failure of CONTRACTOR to exercise reasonable care, and removing, relocating, protecting, or temporarily maintaining such main or trunk line utility facilities not indicated with reasonable accuracy in the plans and specifications, and for equipment in the project necessarily idled during such work. In this regard, CONTRACTOR will be required to perform such work in accordance with Article 14. Alternatively, DISTRICT may make changes in the alignment and grade of the Work to obviate the necessity to remove, relocate, or temporarily maintain the utility, or DISTRICT may make arrangements with the owner of the utility for such work to be done at no cost to CONTRACTOR.

## GENERAL PROVISIONS

### 8.4 Service Connections

When it is necessary to remove, relocate or temporarily maintain a service connection, the cost of which is not required to be borne by the owner, CONTRACTOR shall bear all expenses incidental to work on the service connection. The work on the service connection shall be done in a manner satisfactory to the owner; it being understood that the owner of the service connection has the option of doing such work with their own forces or permitting the work to be done by CONTRACTOR

### 8.5 Other Utilities or Structures

8.5.1 When it is necessary to remove, relocate, or temporarily maintain a utility or structure which is in the position shown on the plans, the cost of which is not required to be borne by the owner, CONTRACTOR shall bear all expenses incidental to the work on the utility. The work on the utility shall be done in a manner satisfactory to the owner; it being understood that the owner of the utility has the option of doing such Work with their own forces or permitting the work to be done by CONTRACTOR.

8.5.2 When it is necessary to remove, relocate, or temporarily maintain a utility or structure which is not shown on the plans or is in a position different from that shown on the plans and were it in the position shown on the plans would not need to be removed, relocated, or temporarily maintained, and the cost of which is not required to be borne by the owner, DISTRICT will make arrangements with the owner of the utility for such work to be done at no cost to CONTRACTOR, or will require CONTRACTOR to do such work or will make changes in the alignment and grade of the work to obviate the necessity to remove, relocate, or temporarily maintain the utility. All work or changes in alignment and grade will be ordered in accordance with Article 13.

8.5.3 No representations are made that the obligations to move or temporarily maintain any utility or structure and to pay the associated cost is or is not required to be borne by the owner of such utility, and it shall be the responsibility of CONTRACTOR to investigate to find out whether or not this cost is required to be borne by the owner of the utility.

8.5.4 The right is reserved for governmental agencies and owners of utilities to enter at any time upon any street, alley, right way, or easement for the purpose of making changes in their property made necessary by the Work and for the purpose of maintaining and making repairs to their property.

### 8.6 Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material

8.6.1 If asbestos or materials containing asbestos, petroleum or petroleum products, hazardous material or waste, or radioactive material is generated, uncovered, or revealed and is not shown or indicated in Contract Documents to be within the scope of the work, CONTRACTOR shall immediately: (i) stop all Work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by Article

## GENERAL PROVISIONS

6.5), and (ii) notify Owner and DISTRICT (and thereafter confirm such notice in writing) of any material that the CONTRACTOR believes may be material that is a hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law. Owner will investigate such material and issue a Change Order if required, in the manner specified in paragraph 8.8.2, unless and to the extent paragraph 8.6.2 applies. CONTRACTOR shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after Owner has obtained any required permits related thereto and delivered to CONTRACTOR special written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (ii) specifying any special conditions under which such Work may be resumed safely.

8.6.2 If after receipt of such special written notice CONTRACTOR does not agree to resume such work based on a reasonable belief it is ~~unsafe, or unsafe or~~ does not agree to resume such Work under such special conditions, then DISTRICT may order such portion of the Work that is in connection with such hazardous condition or in such affected area to be deleted from the Work.

### 8.7 Hazardous Materials Brought to the Site by CONTRACTOR

8.7.1 DISTRICT shall not be responsible for any hazardous material, asbestos, PCB's, petroleum, hazardous waste, or radioactive materials brought to the site by CONTRACTOR, Subcontractors, suppliers, or anyone else for whom CONTRACTOR is responsible.

### 8.8 Differing Physical Conditions

8.8.1 The CONTRACTOR shall promptly notify the DISTRICT of the following work site conditions (hereinafter called differing physical conditions), in writing, upon their discovery and before they are disturbed:

1. Subsurface or latent physical conditions differing from those indicated by information about the site made available to Bidders prior to the deadline for submitting bids;
2. Unknown physical conditions of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character being performed.

8.8.2 DISTRICT will promptly investigate conditions which appear to be differing physical conditions. If the DISTRICT determines that the conditions are differing physical conditions and will materially affect costs, a Change Order will be issued adjusting the compensation for such portion of the Work in accordance with Article 14. If the DISTRICT determines that conditions are differing physical conditions and they will materially affect performance time, the CONTRACTOR, upon submitting a written

## GENERAL PROVISIONS

request, will be granted an extension of time subject to the provisions of Article 14.

8.8.3 If the DISTRICT determines that the conditions do not justify an adjustment in compensation or extension of time, the CONTRACTOR will be notified in writing. This notice will also advise the CONTRACTOR of its obligation to notify the DISTRICT in writing if the CONTRACTOR disagrees.

8.8.4 Should the CONTRACTOR disagree with the decision, it may submit a written notice of potential claim to the DISTRICT before commencing the disputed work. In the event of such a dispute, the CONTRACTOR shall not be excused from any scheduled completion date provided by the Contract and shall proceed with all work to be performed under the Contract. However, the CONTRACTOR shall retain any and all rights provided by either Contract or law which pertain to the resolution of disputes and protests between the contracting parties. The CONTRACTOR shall proceed as provided in Articles 6 and 14.

8.8.5 The CONTRACTOR'S failure to give notice of differing physical conditions promptly upon their discovery and before they are disturbed shall constitute a waiver of all claims in connection therewith.

### END OF ARTICLE

# GENERAL PROVISIONS

## ARTICLE 9 SHOP DRAWINGS AND SAMPLES

### 9.1 General

9.1.1 CONTRACTOR shall submit Shop Drawings to DISTRICT for review and approval in accordance with the schedule of Shop Drawing submissions. All submittals shall be identified as DISTRICT may require. For each Shop Drawing, CONTRACTOR shall include an electronic file, in PDF format, and two (2) paper copies, except three (3) paper copies shall be submitted for Shop Drawings related to electrical and instrumentation, unless otherwise specified in the Special Provisions. The data shown on the Shop Drawings shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show DISTRICT the materials and equipment CONTRACTOR proposes to provide and to enable DISTRICT to review the information for the limited purposes required by this Article.

9.1.2 CONTRACTOR shall also submit samples to DISTRICT for review and approval in accordance with the accepted schedule of Shop Drawing submissions. Each sample shall be identified clearly as to material, supplier, pertinent data such as catalog numbers and the use for which intended and otherwise as DISTRICT may require to enable DISTRICT to review the submittal for the limited purposes required by this Article. At least two of each sample shall be submitted unless otherwise specified in the Special Provisions.

9.1.3 Within twenty-one (21) days after receipt of Shop Drawings or sample submittals, DISTRICT will return an electronic file, in PDF format, to CONTRACTOR with a review action and remarks, as necessary.

9.1.4 CONTRACTOR shall provide to DISTRICT, three (3) paper copies of approved Shop Drawings within seven (7) days of their approval.

### 9.2 Shop Drawings and Sample Submission Procedures

9.2.1 Before submitting each Shop Drawing or sample, CONTRACTOR shall have determined and verified:

- 9.2.1.1. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information
- 9.2.1.2 all materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the Work
- 9.2.1.3 all information relative to CONTRACTOR'S means, methods, techniques, sequences and procedures of construction, and safety precautions and programs

## GENERAL PROVISIONS

9.2.2 CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

9.2.3 The DISTRICT'S Shop Drawing Transmittal Form, a copy of which is included in the appendix, shall accompany all Shop Drawings and samples. Shop Drawings and samples shall be returned "un-reviewed", if not accompanied by a transmittal form or if the form is not completed in full.

9.2.4 At the time of each submission, CONTRACTOR shall give DISTRICT specific written notice of such variations, if any, that the Shop Drawing or sample submitted may have from the requirements of the Contract Documents. Such notice shall be in a written communication separate from the submittal. CONTRACTOR shall also cause a specific notation of each such variation to be made on each Shop Drawing and sample submitted to DISTRICT for review and approval.

9.2.5 DISTRICT will review and approve or disapprove or return as incomplete Shop Drawings and samples. DISTRICT'S review and approval or disapproval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed project as a functioning whole as indicated by the Contract Documents. DISTRICT'S review and approval or disapproval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by ~~DISTRICT, and~~ DISTRICT and shall return the required number of corrected paper copies and corrected electronic files, in PDF format, of Shop Drawings and submit as required new samples for review and approval. Corrected Shop Drawings shall retain the number assigned to the Shop Drawing upon the first submittal and shall be given an R (for revision) and the number of revision of that Shop Drawing. Example: Submittal No. 15-R1 (Submittal No. 15, Revision 1). CONTRACTOR shall (1) provide a written response to each DISTRICT comment on previous submittals that explains the manner in which the comment has been addressed and the location in the Corrected Shop Drawings where the revision has been incorporated and (2) direct specific attention in writing to revisions other than the corrections called for by DISTRICT on previous submittals. ~~CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by DISTRICT on previous submittals.~~

9.2.6 DISTRICT'S review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called DISTRICT'S attention to each such variation at the time of submission as required by subparagraph 9.2.4 and DISTRICT has given written approval of each such variation by a specific written notation incorporated in or accompanying the Shop Drawing or sample approval; nor will

## **GENERAL PROVISIONS**

any approval by DISTRICT relieve CONTRACTOR from responsibility for complying with the requirements of this Article.

9.2.7 No portion of the Work requiring a Shop Drawing submittal shall be started until the submittal has been reviewed by DISTRICT and returned to CONTRACTOR with a notation indicating that resubmittal is not required.

9.2.8 DISTRICT will review the initial submittal of Shop Drawings and sample submissions and one resubmittal without cost to CONTRACTOR. The cost of review of multiple resubmittals will be charged to CONTRACTOR.

**END OF ARTICLE**

# GENERAL PROVISIONS

## ARTICLE 10 SCHEDULES

### 10.1 General

10.1.1. CONTRACTOR shall prepare and submit to DISTRICT for review, a Progress Schedule showing the order in which CONTRACTOR proposes to carry out the Work, the dates on which the several salient features (including procurement of materials and equipment) will start and the contemplated dates for completing same. The Progress Schedule shall show the order in which CONTRACTOR proposes to accomplish the installation workdays by craft for each activity. The Progress Schedule shall be an amplification ~~of, and of and~~ shall concur with the interim and final completion requirements of the Contract Documents. The schedule shall show all of the work to be completed for each milestone and for partial utilization. The schedule breakdown shall be by divisions of work subdivided into areas or facilities in sufficient detail so that DISTRICT may readily evaluate CONTRACTOR'S progress at any given time during the course of the Work and shall be so arranged and itemized as to be of assistance to DISTRICT in the evaluation of CONTRACTOR'S Progress Payment Requests.

10.1.2 CONTRACTOR shall prepare and submit to DISTRICT for review, a schedule of Shop Drawing and sample submissions. This schedule shall consist of a list of the submittals to be made over the course of the project; anticipated and actual dates of submittal and return for both initial and resubmissions; and the anticipated dates of submittal approval so as not to delay the project. The schedule shall allow for review and processing time by DISTRICT.

10.1.3 CONTRACTOR shall prepare and submit to DISTRICT for review with the initial acceptable schedule, labor estimates contemplated or required by the schedule in a form acceptable to DISTRICT. Updated plan and actual expended labor estimate charts shall be submitted with each monthly or interim schedule submission when requested by DISTRICT.

### 10.2 Submittal of Schedules

10.2.1 The form and level of detail of the schedule shall be as detailed in the Special Provisions or as approved by DISTRICT. At a minimum, a schedule diagram shall be submitted that is neatly lettered and legibly drawn to a time scale.

10.2.2 CONTRACTOR shall enter on the schedules the actual progress on a monthly basis, or at such intervals as requested by DISTRICT, and shall deliver to DISTRICT three (3) copies of the schedule documentation.

10.2.3 Schedules are to be submitted as a part of each Progress Payment Request. Failure to submit an updated schedule and any corrections or clarifications that have been requested and accepted by DISTRICT by the tenth day of the following month will ~~may~~ result in the withholding of a portion of the progress payment until CONTRACTOR submits schedule or updated schedule that is acceptable to DISTRICT. The amount

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withheld shall be in the initial amount of \$5,000 and increase by \$5,000 for each subsequent failure to submit. or 30 percent of the progress payment amount, whichever is greater. If additional updated schedules are requested by DISTRICT they are to be provided within seven (7) days of the date of request, but do not constitute permission to submit additional Progress Payment Requests.

### 10.3 Review of Schedules

10.3.1 DISTRICT shall review schedule submittals. If, in the opinion of DISTRICT, the schedule (1) does not accurately reflect CONTRACTOR'S actual or anticipated progress or work plan or, (2) cannot be used to effectively evaluate CONTRACTOR'S progress or, (3) is not in compliance with this Article and other appropriate sections of the Contract Documents, it will be returned to CONTRACTOR for corrections or clarification. CONTRACTOR shall make the necessary corrections and resubmit or shall respond in detail to DISTRICT'S comments and request that the submittal be accepted without modification. Failure by CONTRACTOR to provide corrections or clarifications to schedule submittals as directed by DISTRICT shall constitute reason to withhold approval of any Progress Payment Request.

10.3.2 DISTRICT'S review of schedule submittals shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has, in writing, called DISTRICT'S attention to each such variation at the time of submission and DISTRICT has given written approval of each such variation; nor shall any approval by DISTRICT or DISTRICT'S Representative relieve CONTRACTOR from responsibility for compliance with any provision of the Contract Documents, except as specifically approved with respect to such variation.

### 10.4 Time of Performance

The Contract Time establishes the period and duration in which DISTRICT expects the Work to be performed. Any schedule that shows completion ahead of the Contract Time shall include additional supporting data to explain the basis of the shorter time for performance. DISTRICT may (1) notify CONTRACTOR that the Contract Time is being adjusted by Change Order to reflect the shorter schedule duration or (2) elect not to adjust the Contract Time and allow the use by all parties of the increased schedule flexibility that the shorter schedule represents. In any case, DISTRICT shall not be responsible for any costs to CONTRACTOR, actual or anticipated, resulting from delay of any cause that prevents completion of any part or all of the Work unless it prevents CONTRACTOR from meeting the interim or final completion requirements of the Agreement; nor shall DISTRICT be obligated to incur any additional costs for administration or inspection of accelerated work.

## GENERAL PROVISIONS

### 10.5 Changes

It is understood that revisions to the schedule are inherent in the nature of construction. This may require that changes be made in the schedule to reflect the dynamic nature of the design and the work. Actions by DISTRICT, CONTRACTOR, or the Engineer/Architect that may affect the progress of any ~~part~~part, or all of the work shall make use of the flexibility in the Progress Schedule, often expressed as schedule float or slack time, or as may result from changes in the sequencing of individual work items, to limit the impact of such actions. The concept of shared schedule flexibility shall not be limited by the inclusion of restraints, logic, or imposed dates into the schedule that cannot be reasonably justified. Excessive use of schedule flexibility by any party is contrary to this sharing concept. Excessive use of schedule flexibility by CONTRACTOR may be cause for denial of a request for an extension in Contract Time.

### 10.6 As-Built Schedule

After Substantial Completion, but prior to Final Progress Payment, CONTRACTOR shall submit an as built schedule. The schedule shall reflect (1) all as built critical paths, (2) all contract activities, including all added activities, with their actual start and finish dates, (3) the actual number of separate days during which work was performed on each activity, and (4) the actual number of installation workdays by craft that were required to complete each activity.

**END OF ARTICLE**

## GENERAL PROVISIONS

### ARTICLE 11 PAYMENTS TO CONTRACTOR

#### 11.1 Schedule of Values

11.1.1 The schedule of values shall include quantities and unit prices aggregating the Contract ~~Price, and~~ Price and shall subdivide the Work into component parts in sufficient detail to serve as the basis for Progress Payment Requests during the course of the Work. CONTRACTOR shall confirm in writing at the time of submission, that an appropriate amount of direct costs, supplemental costs, administrative expenses, contingencies, and profit have been allocated to each item of work.

11.1.2 If the bid form contains a bid item price for mobilization, the schedule of values shall distribute these costs such that no more than fifty (50) percent of the bid item amount shall be paid as mobilization in the first Progress Payment Request and at least five (5) percent of the bid item amount shall be paid in the Final Progress Payment Request as demobilization with the remainder paid in equal installments over the duration of the Work.

#### 11.2 Measurement of Quantities for Unit Price Work

11.2.1 Unless otherwise specified, quantities of work shall be determined from measurements or dimensions in horizontal planes. However, linear quantities of pipe shall be determined by measurement along longitudinal axis.

11.2.2 Unless otherwise specified, volumetric quantities shall be the product of the mean area of vertical or horizontal sections and the intervening horizontal or vertical dimension.

11.2.3 Materials and items of work which are to be paid for on basis of measurement shall be measured in accordance with methods stipulated in the particular sections involved.

11.2.4 When payment is to be made on the basis of weight, the weighing shall be done on certified platform scales or, when approved by the DISTRICT, on a completely automated weighing and recording system. The CONTRACTOR shall furnish the DISTRICT with duplicate licensed weighmaster's certificates showing actual net weights. The DISTRICT will accept the certificates as evidence of weights delivered.

11.2.5 Units of measurement shall be in U.S. Customary Units, in accordance with General Provisions, Article 1.

#### 11.3 Payment for Lump Sum and Unit Price Work

11.3.1 Work items for which quantities are indicated in the Schedule of Work Items (Bid) as "Lump Sum", or "L.S." shall be paid for at the price indicated in the Bid. Such

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payment shall be full compensation for the items of work and all work appurtenant thereto.

11.3.2 Unit price item quantities listed in the Schedule of Work Items (Bid) shall not govern final payment. Payment to CONTRACTOR shall be made only for actual quantities of Contract items constructed in accordance with the Contract Documents. If actual quantities differ from the quantities given in the Schedule of Work Items, payment shall be subject to the provisions of Paragraph 14.9 Unit Price Work, Article 14, Changes in Contract Price or Contract Time.

11.3.3 The unit and lump sum prices to be paid shall be full compensation for the items of work and all appurtenant work, including furnishing all materials, labor, equipment, tools, and incidentals.

11.3.4 Payment will not be made for materials wasted or disposed of in a manner not called for under the Contract Documents. This includes rejected material not unloaded from vehicles, material rejected after it has been placed, and material placed outside of plan lines. No compensation will be allowed for disposing of rejected or excess materials.

### 11.4 Progress Payments

11.4.1 DISTRICT shall, on or before the fifth day of each calendar month after actual construction work is started, except in case of the Final Progress Payment, cause an estimate in writing to be made by DISTRICT's Representative of the value of the total amount of the work completed by CONTRACTOR through the twenty fifth day of the preceding month. In estimating such value, DISTRICT's Representative may take into consideration, along with other facts and conditions deemed by them to be proper, the ratio of the difficulty or cost of the work done to the probable difficulty or cost of the work remaining to be done. This estimate will be provided to CONTRACTOR for inclusion into the Progress Payment Request to be submitted by CONTRACTOR.

11.4.2 DISTRICT shall retain five (5) percent of such estimated value as part security for fulfillment of the Agreement by CONTRACTOR and shall pay to CONTRACTOR the balance of such estimated value after deducting all previous payments and all sums to be kept or retained under the terms of the Agreement. Nothing herein shall require payment of a disputed amount or limit DISTRICT's ability to withhold an amount in respect of a disputed amount as provided for in Section 7107 of the Public Contract Code.

11.4.3 DISTRICT may condition payment of any undisputed contract amount, including Final Progress Payment and retention release, upon the release by CONTRACTOR of all claims related to that amount. Disputed claims of a stated amount may be expressly excluded by CONTRACTOR from such a release.

11.4.4 The following is a summary of the provisions of article 1.7 of Chapter 1 of Part 3 of Division 2 (commencing with Section 20104.50) of the Public Contract Code,

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regarding progress payments, and is subject to the actual provisions of that statute.

11.4.5 If DISTRICT fails to make any progress payment within thirty (30) days after receipt of an undisputed and properly submitted Progress Payment Request from CONTRACTOR, DISTRICT shall pay interest to CONTRACTOR equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

11.4.6 Upon receipt of a Progress Payment Request, DISTRICT shall act in accordance with both of the following:

11.4.6.1 Each payment request shall be reviewed by DISTRICT as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.

11.4.6.2 Any payment request determined not to be a proper payment request suitable for payment shall be returned to CONTRACTOR as soon as practicable, but not later than seven (7) days after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing why the payment request is not proper.

11.4.7 The number of days available to DISTRICT to make a payment without incurring interest pursuant to subparagraph 11.4.5 shall be reduced by the number of days by which DISTRICT exceeds the seven (7) day return requirement set forth in subparagraph 11.4.6.

11.4.8 For purposes of this Article, a "progress payment" includes all payments due CONTRACTOR, except that portion of the final payment designated under this Agreement as retention.

11.4.9 If a higher retention amount is specified in the Notice Inviting Sealed Proposals, the higher amount shall supersede and replace all references in the Contract Documents indicating a five (5) percent retention amount.

### 11.5 Materials and Equipment Onsite

11.5.1 If unused materials and equipment are included in a Progress Payment Request by CONTRACTOR, DISTRICT may in its sole discretion determine whether to include payment for the unused materials and equipment or any portion thereof in the Progress Payment. If a determination is made to include any such materials or equipment, DISTRICT will determine and pay their value provided (i) such materials and equipment have been delivered on the ground and suitably stored at the site, or have been stored offsite subject to the control of DISTRICT, in a manner acceptable to DISTRICT and (ii) the timing of the advance delivery is reasonably necessary for the incorporation of the materials and equipment into the Work in accordance with the Progress Schedule approved under paragraph 10.1. When payment to CONTRACTOR is made for stored material and equipment, CONTRACTOR shall submit invoices marked "paid" by the supplier with the Progress Payment Request following such payment to CONTRACTOR

## GENERAL PROVISIONS

documenting that CONTRACTOR has paid for said materials and equipment or the previously paid amount shall be deducted from remaining payments or retainage for stored materials and equipment not so properly documented.

11.5.2 If payment is requested on the basis of materials and equipment not incorporated into the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Progress Payment Request shall be accompanied by such data, satisfactory to DISTRICT, as will establish DISTRICT'S title to the material and equipment and protect DISTRICT'S interest, including applicable insurance.

11.5.3 In no event shall the quantity of material and equipment submitted for payment be in excess of the actual final installed quantity. Payments made according to this paragraph shall be no greater than ninety-five (95) percent of the unit price for the item to be installed regardless of the actual cost.

### **11.6 Final Progress Payment and Retention Release**

11.6.1 When the Work, including minor items identified on the certificate of Substantial Completion, delivery of record documents, O&M Manuals, and final cleanup, has been completed to the satisfaction of DISTRICT'S Representatives, they shall make a final estimate of the total amount of work done and the amount to be paid under the terms of the Agreement. If DISTRICT finds the Work has been completed according to the Contract Documents, they shall accept the Work and pay the entire sum so found to be due after deducting all previous payments and all amounts to be retained under the provisions of the Agreement. All prior progress estimates and payments shall be subject to correction in the final estimate and payment. The retention payment shall not be due and payable until the expiration of thirty-five (35) days from the date of recording by the County a Notice of Completion of the Work by DISTRICT.

11.6.2 It is agreed by CONTRACTOR that no certificate given or payment made under the Agreement shall be conclusive evidence of performance of the Work and no payment shall be construed to be an acceptance of any defective work or improper materials.

11.6.3 CONTRACTOR further agrees that the payment of the final amount due under the Agreement shall release DISTRICT, DISTRICT'S Representative, the Engineer/Architect, and each of their officers, directors, employees, and agents from any and all claims or liability arising out of the Work related to the amount paid.

### **11.7 DISTRICT'S Right to Withhold and Use Certain Amounts**

11.7.1 In addition to the amount that DISTRICT may retain in accordance with paragraph 11.4, DISTRICT may withhold a sufficient amount from any payment otherwise due to CONTRACTOR as in their judgment may be necessary to cover:

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11.7.1.1 payments which may be past due and payable for just claims against CONTRACTOR or any Subcontractors for labor or materials furnished in or about the performance of the Work

11.7.1.2 estimated or actual costs for correcting defective work not remedied

11.7.1.3 amounts claimed by DISTRICT as forfeiture due to delay or other offsets

11.7.2 DISTRICT may apply such withheld amounts to the payment of such claims at their discretion. In so doing, DISTRICT shall be deemed the agent of CONTRACTOR and any payments so made by DISTRICT shall be considered as a payment made under the Agreement by DISTRICT to CONTRACTOR, and DISTRICT shall not be liable to CONTRACTOR for such payment made in good faith. Such payments may be made without prior judicial determination of the claim or claims. DISTRICT will render to CONTRACTOR a proper account of such funds disbursed in behalf of CONTRACTOR.

### 11.8 Substitution of Securities for Amounts Withheld

11.8.1 Pursuant to Section 22300 of the Public Contract Code, CONTRACTOR may substitute securities for any monies withheld by DISTRICT to ensure performance of the Work. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with DISTRICT or with a state or federally chartered bank in California as the escrow agent. Such securities shall be released to CONTRACTOR at the same time as amounts retained would be released under paragraph 11.6 upon satisfactory completion of the Work, to the extent such securities have not previously been utilized or are not then being held by DISTRICT or the escrow agent for purposes as provided in this Agreement. Alternately, CONTRACTOR may request, and DISTRICT shall ~~make,~~make payment of retentions earned directly to the escrow agent at the expense of CONTRACTOR as provided in Section 22300 of the Public Contract Code.

11.8.2 If such securities are deposited with DISTRICT, DISTRICT shall determine their value. DISTRICT shall also be entitled in their discretion to sell, redeem, or otherwise convert them or portions thereof to cash in order to apply them to any of the purposes set forth in the Agreement for which amounts may be withheld from CONTRACTOR and used. CONTRACTOR shall furnish such documents as are deemed necessary by DISTRICT to enable DISTRICT to make such sales, redemptions, or conversions.

11.8.3 If the securities are deposited with an escrow agent, CONTRACTOR, escrow agent, and DISTRICT shall execute the form entitled "Escrow Agreement for Security Deposits in Lieu of Retention."

11.8.4 Securities eligible for investment under this paragraph shall be those listed in California Government Code Section 16430 or bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by CONTRACTOR and DISTRICT.

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## **GENERAL PROVISIONS**

11.8.5 CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any accrued interest.

**END OF ARTICLE**

## GENERAL PROVISIONS

### ARTICLE 12 OTHER WORK ONSITE

#### 12.1 Cooperation with Other Work

12.1.1 Nothing in the Contract Documents shall be interpreted as granting to CONTRACTOR exclusive occupancy of the site of the Work. CONTRACTOR must ascertain to their own satisfaction the scope of the project and the nature of any other contracts that have been or may be awarded by DISTRICT in the construction of the project, to the end that CONTRACTOR may perform the Work in the light of such other contracts, if any.

12.1.2 CONTRACTOR shall schedule their work and cooperate with all other forces working in the area so that all improvements in the project area may be installed in a logical, professional manner.

12.1.3 CONTRACTOR shall take due precautions to protect all improvements placed by others in the vicinity of their operations.

12.1.4 CONTRACTOR shall restrict operations of stockpiling material, equipment, spoil, etc., to within the easements, street right-of-way, or other designated areas as shown on the plans.

12.1.5 CONTRACTOR shall not cause any unnecessary hindrance or delay to any other contractor working in the area.

12.1.6 If through acts or neglect on the part of CONTRACTOR, any other contractor or subcontractor shall suffer loss or damage to their work, CONTRACTOR agrees to settle with such other contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against DISTRICT, DISTRICT's Representative, the Engineer/Architect, or their consultants on account of any damage alleged to have been so sustained, DISTRICT shall notify CONTRACTOR who shall hold harmless, indemnify and defend DISTRICT, DISTRICT's Representative, the Engineer/Architect, and their consultants, and each of their officers, directors, employees, and agents against any such claim, including attorney's fees and any other costs incurred by the indemnified parties relative to any such claim, provided, however, that the foregoing shall not relieve any indemnified party from liability to the extent that such liability arises from such parties' active negligence.

**END OF ARTICLE**

## GENERAL PROVISIONS

### ARTICLE 13 CHANGES IN THE WORK

#### 13.1 Changes In the Work

13.1.1. Without invalidating the Agreement and without notice of any surety, DISTRICT may, at any time, by duly executed Change Order or Change Request, order changes consisting of additions, deletions, or other revisions in the Work. Upon receipt of that order, CONTRACTOR shall promptly proceed or continue with the work involved. All such work shall be executed under the applicable conditions of the Contract Documents. If a change under this Article causes an increase or decrease in the Contract Price or any extension or shortening of the Contract Time, DISTRICT will make an adjustment as provided in Article 14.

13.1.2 DISTRICT may present to CONTRACTOR an unsigned proposed Change Request requesting that CONTRACTOR submit a proposal for an adjustment in the Contract Price or the Contract Time for a proposed change in the Work. CONTRACTOR shall submit a proposed adjustment with all supporting data in accordance with Article 14 and the directions given in the Change Request within fourteen (14) days of receipt. The proposed adjustment shall include an itemized estimate of all costs and time for the performance that will result directly or indirectly from the changes described. Estimates shall be presented in sufficient detail and with documentation such that DISTRICT can (1) analyze all material, labor, equipment, subcontract, overhead costs and fees, and any other costs covering all aspects of the work involved in the change, whether such was added, deleted, changed, or impacted; (2) determine that the proposal reflects all impacts on the Work of the proposed change; and (3) establish that all provisions of the Contract Documents have been complied with. Any amount claimed for Subcontractors or suppliers shall be similarly supported.

13.1.3 DISTRICT may give instructions that may result in changes in the Work not involving an adjustment in the Contract Price or the Contract Time when such changes are necessary or expedient to the satisfactory performance and completion of the Work. These instructions shall be binding on CONTRACTOR. CONTRACTOR shall promptly notify DISTRICT when an instruction, direction, interpretation, or determination is received from any source that may cause any change in the Work. Any instruction, direction, interpretation, or determination from DISTRICT, the Engineer/Architect or any other source that causes a change in Contract Price or Contract Time shall be treated as a change under this Article provided that CONTRACTOR gives DISTRICT written notice stating the date, circumstances, specific order, and that CONTRACTOR regards the instruction as a change. Such written notification shall be given to DISTRICT within seven (7) days after receipt and before CONTRACTOR acts on said instruction, direction, interpretation, or determination. No claim, change, or notice by CONTRACTOR will be allowed if asserted after work has commenced on, or if notice is not provided within the stated time limit provided after receipt of the instruction, direction, interpretation, or determination from DISTRICT, the Engineer/Architect, or any other source.

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13.1.4 In making changes under this Article, DISTRICT may give consideration to a notice, proposal, or claim from CONTRACTOR, provided the proposal or claim is presented in accordance with the requirements of this Article and Article 14. CONTRACTOR shall provide DISTRICT any additional or supplemental information requested for purposes of evaluation of CONTRACTOR'S submittal, but such requests by DISTRICT will not constitute acceptance of the notice, proposal, or claim.

13.1.5 It shall be CONTRACTOR's responsibility to notify the surety of any change affecting the general scope of the Work or change in the Contract Price, and the amount of each applicable bond shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to DISTRICT if requested.

### 13.2 Change Orders and Change Requests

13.2.1. Contract Price or Contract Time shall be changed only by Change Order. The basis for a subsequent change in Contract Price or Contract Time may also be authorized by Change Request duly executed by DISTRICT.

13.2.2 A Change Order duly executed by DISTRICT and CONTRACTOR provides for an ~~all-inclusive~~all-inclusive settlement for all changes and direct, supplemental, indirect, consequential, and cumulative costs and delays. CONTRACTOR'S signature represents a waiver of any and all rights to file a claim on account of these changes.

13.2.3 DISTRICT may use Change Requests to order changes in the Work, provide the basis for a subsequent adjustment in the Contract Price or the Contract Time, or authorize deviations in the Work. A Change Request initiated by CONTRACTOR shall include a summary description of the contract change, justification and meet the requirements of Article 14. Amounts for work directed by a Change Request shall not be included in Progress Payment Requests until that Change Request has been incorporated into an approved Change Order.

13.2.4 An unsigned Change Request may be used by DISTRICT and CONTRACTOR to negotiate changes in the Work, or in the Contract Price or the Contract Time. A Change Request will be the instrument used by DISTRICT to direct work on a time and material basis as described in Article 14. A Change Order will be issued to incorporate the instruction to proceed with a change on a time and material basis into the Agreement after the actual cost of the work has been determined.

### 13.3 Waivers

13.3.1 No proposal or claim by CONTRACTOR for an adjustment under this Article shall be allowed for any costs or delay incurred more than seven (7) days before CONTRACTOR gives written notice, as required.

13.3.2 No proposal or claim by CONTRACTOR for an adjustment under this Article

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shall be allowed if made after the date of Final Progress Payment.

13.3.3 Additional work performed without authorization of a Change Order or properly executed Change Request will not entitle CONTRACTOR to an increase in Contract Price or an extension of Contract Time, except in the case of an emergency.

13.3.4 CONTRACTOR acknowledges that there may be changes during the course of the Work and acknowledges that the probable effect of changes has been accounted for in the development of the Contract Price and Progress Schedule. Whenever CONTRACTOR makes a proposal or ~~claim~~claim, such proposal or claim shall include the total amount of adjustment in Contract Price and Contract Time to which the CONTRACTOR believes they are entitled. Except as DISTRICT and CONTRACTOR may otherwise agree in writing, CONTRACTOR shall be deemed to have waived (1) any adjustment to which it might otherwise be entitled where such proposal or claim fails to request such adjustments, (2) any increase in the amount of adjustment additional to that requested in the proposal or claim, and (3) any claim for reimbursement of impact allegedly resulting from the cumulative effect of the number, nature, or extent of any changes.

**END OF ARTICLE**

## GENERAL PROVISIONS

### ARTICLE 14 CHANGES IN CONTRACT PRICE OR CONTRACT TIME

#### 14.1 Changes in Contract Price or Contract Time

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for all duties, responsibilities, and obligations required to perform the work. All duties, responsibilities, and obligations assigned or undertaken by CONTRACTOR shall be at their expense without change in the Contract Price except as set out below.

#### 14.2 Proposal or Claims Substantiating Adjustments

14.2.1 Supporting data for any proposal or claim by CONTRACTOR shall include at a minimum a complete and detailed breakdown of the proposed price and a detailed explanation of any time impact for the change. The proposed price shall be based on the lowest reasonable cost consistent with sound construction practice. Trade estimating guides (such as NECA guides) shall not be used as the basis for determining labor rates. The breakdown shall include itemizations by trade of all labor with labor hours and hourly rates, equipment with hours of use and rates, and material by item with costs, all in sufficient detail to evaluate the cost of the individual components of the work, including copies of purchase orders, invoices, and subcontract change orders. CONTRACTOR must prove that additional costs arising out of the events were necessarily incurred despite CONTRACTOR's reasonable, prudent, and diligent efforts to prevent such costs.

14.2.2 CONTRACTOR's proposal and claim supporting data shall become due within fourteen (14) days of delivery of the unsigned Change Request or receipt by DISTRICT of written notice of claim (unless DISTRICT allows an additional period), and shall remain firm for a period of not less than sixty (60) days from receipt by DISTRICT of the proposal or supporting data. Any delay in the submittal of a proposal or claim will not justify or constitute basis for an increase in the Contract Price or the Contract Time. Proposals or claims shall be submitted on forms acceptable to DISTRICT.

14.2.3 Failure of CONTRACTOR to comply with the time requirements for written notice or for submittal of supporting data shall be considered a waiver by CONTRACTOR of any claim for an addition to the Contract Price or an adjustment to the Contract Time and CONTRACTOR agrees that no additional compensation or time adjustments are due if the provisions of Article 13 and this Article are not complied with.

14.2.4 Where the change in the Contract Price arises from changes in the schedule of all or part of the Work, or where a change in the Contract Time is requested, the proposal shall be based on a detailed analysis of the Progress Schedule, and shall cover all applicable elements affecting the work involved, including, but not limited to, labor crews, craft levels, equipment utilization, work during other than normal working hours, productivity and production rates, shop drawing preparation, submittal and review, material and equipment delivery, and testing and startup times.

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### 14.3 Methods for Determining Adjustments in the Contract Price

14.3.1 The methods to be used to determine an adjustment in the Contract Price required by changes ordered or negotiated according to these general provisions, or work covered by a proposal or a claim, also termed the "work involved," are limited to the following:

- 14.3.1.1 Contract Unit Prices: Where the work involved is covered or is of the same character as unit price work, by application of those unit prices to the quantities of the items involved (subject to the provisions covering unit price work). No additional allowances or charges shall be added to these unit prices.
- 14.3.1.2 Negotiated Unit Prices: Where the work involved is not covered by unit prices contained in the Contract Documents, unit prices may be negotiated on the basis of costs calculated in accordance with this Article.
- 14.3.1.3 Negotiated Lump Sum: By mutual acceptance of a lump sum price negotiated on the basis of CONTRACTOR's itemized estimate of the anticipated cost of the work involved.
- 14.3.1.4 Time and Material Work: Where DISTRICT and CONTRACTOR cannot agree on any of the methods described above, DISTRICT may direct CONTRACTOR to proceed with the work involved on the basis of actual costs. When time and material work is directed by DISTRICT, DISTRICT shall prescribe the required procedures for accounting of the allowed costs. These procedures shall include daily accounting of the material and equipment used and labor employed. Failure to submit this information for acknowledgement by DISTRICT within one (1) day after any part of the work is performed shall result in any discrepancy between DISTRICT's and CONTRACTOR's records being resolved in favor of the DISTRICT's records.
- 14.3.1.5 Estimated Adjustment: Where DISTRICT and CONTRACTOR cannot agree on any of the methods described, and DISTRICT does not wish to proceed on a time and material basis, DISTRICT shall establish a reasonable adjustment to the Contract Price for the work involved. The adjustment in the Contract Price and the Contract Time will be issued by Change Request, incorporated into the Agreement by Change Order and CONTRACTOR shall be paid on that basis. CONTRACTOR may file a claim if it does not agree with the adjustment.
- 14.3.1.6 Where the work involved is not covered by any of the preceding methods, and when payment is to be determined by a court of competent jurisdiction or other agreed method of dispute resolution, it is agreed that the actual

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cost method shall be the appropriate method for determining the cost of the work involved. Payroll, equipment, material, and other costs will only be allowable when determined from daily time sheets which expressly correlate to the work involved, that were prepared while work was in progress, clearly listing actual units and usage, and were submitted to DISTRICT as the work was performed.

14.3.2 CONTRACTOR shall provide to DISTRICT, if requested, proof of any burdens, including insurance costs, added to base wages to determine payroll costs described in this Article.

### 14.4 Labor, Installed Material and Equipment, and Subcontract Costs

14.4.1 Payroll costs for craft labor in the direct employ of CONTRACTOR assigned to the site and engaged in the work involved are reimbursable. Payroll costs shall include wages plus the necessary labor burdens, which may include social security, unemployment, worker's compensation, health and retirement benefits, vacation and holiday pay, and other payments according to prevailing wage rates but shall exclude profit sharing, bonuses, and similar ~~remuneration's~~ remunerations. Labor charges shall be allowed only for hourly labor directly involved in the work. Such personnel may include working foremen at the site. The cost of all salaried employees shall be considered as a part of allowances allowed in this Article. Labor rates shall be as actually paid based on certified payroll records or in accordance with general rates for various pay categories established by prevailing wage rates or by mutual agreement between DISTRICT and CONTRACTOR prior to the commencement of work. The expenses of performing work after regular hours, on weekends or holidays, shall be included in the above to the extent authorized by DISTRICT as set out in the Contract Documents.

14.4.2 Payments by CONTRACTOR to suppliers for all installed material and equipment in the work involved, including transportation and storage costs, and necessary suppliers field services are reimbursable. All cash deposits shall accrue to DISTRICT, if DISTRICT advances funds to CONTRACTOR with which to make payments. All trade discounts, rebates, and refunds and all returns from the sale of surplus items shall accrue to DISTRICT and CONTRACTOR shall make provisions so that they may be obtained. When required by DISTRICT, CONTRACTOR shall obtain competitive bids from suppliers nominated by DISTRICT and shall deliver such bids to DISTRICT for selection of a bid. When determining material and equipment costs, actual invoices segregating items associated with work involved shall be the record upon which actual costs shall be based.

14.4.3 Payments by CONTRACTOR to Subcontractors for work involved performed by Subcontractors are reimbursable. If required by DISTRICT, CONTRACTOR shall obtain competitive detailed bids from three (3) Subcontractors and shall deliver them to DISTRICT who will then determine which bid will be selected. When determining Subcontractor costs at any tier, the Subcontractor's cost shall be determined in the same

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manner as CONTRACTOR's costs. All subcontracts shall be subject to the provisions of this Article insofar as applicable.

### 14.5 Construction Equipment Costs

14.5.1 Equipment costs required solely in connection with the work involved reflecting rented or leased or owned equipment for individual construction equipment or machinery whose replacement value is in excess of \$1,000.00 is reimbursable. Transportation, loading and unloading, installation, dismantling, and removal costs shall be included only if such equipment is or was transported to the site solely to perform the work involved. All charges for equipment shall cease when the equipment is no longer necessary to perform the work involved. Equipment costs shall be computed using the same accounting and estimating rules regardless of whether related to added or deleted items of work.

14.5.2 For equipment owned, rented or leased by CONTRACTOR, CONTRACTOR shall be entitled to actual costs based on negotiated rental or lease rates, but in no event shall the amounts exceed the rates listed in the most current and appropriate "Labor Surcharge and Equipment Rental Rates" Guide (Guide) published by State of California Business, Transportation and Housing Agency, Department of Transportation, Division of Construction. Rates for equipment not included in the Guide shall be interpolated or extrapolated from the information contained in the Guide. In addition to the rental or leasing rate, operating costs shall not exceed the estimated hourly operation rate in the Guide. For multiple shift work, the allowable equipment rate for second or third shifts shall not exceed fifty (50) percent of the base rate. Costs for rented or lease equipment shall not be billed to DISTRICT in excess of the following:

<u>Actual or Anticipated Usage</u>	<u>Payment Rate</u>
Less than 8 hours	Hourly Rate
1 day but less than 7 days	75 percent of Hourly Rate
8 days but less than 30 days	50 percent of Hourly Rate
30 days or more	40 percent of Hourly Rate

### 14.6 Supplemental Costs

14.6.1 Costs of special consultants who are not employees in the direct employ of CONTRACTOR or any of the Subcontractors or suppliers, or special Subcontractors are reimbursable; provided that those costs are or were authorized by DISTRICT prior to proceeding with the work involved, and only if their activities are not covered by costs included under paragraph 14.4, or are not excluded by paragraph 14.7.

14.6.2 Sales, consumer, or similar taxes, royalty payments, and fees for permits and licenses, related solely to the work involved for which CONTRACTOR is liable, are reimbursable.

## GENERAL PROVISIONS

14.6.3 Deposits to be lost for causes other than negligence of CONTRACTOR related solely to the work involved are reimbursable.

14.6.4 Increased costs of premiums for Bonds and Insurance resulting solely because of the work involved will be paid as an allowance in accordance with paragraph 14.8.

### 14.7 Costs Covered by CONTRACTOR'S Allowances

14.7.1 The cost of work involved shall not include any of the following costs, all of which are considered to be covered by CONTRACTOR'S allowances:

14.7.1.1 payroll costs and other compensation of (a) personnel employed by CONTRACTOR whether at the site or in CONTRACTOR'S principal or a branch office for management or administration of the Work, including, but not limited to, CONTRACTOR'S officers, executives, principals, general managers, project managers, construction managers, resident superintendents, nonworking foremen, estimators and schedulers, detailers, claims consultants, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, and (b) personnel employed by CONTRACTOR in CONTRACTOR'S principal or branch office in support of the performance, management or administration of the Work, including, but not limited to, engineers, architects, timekeepers, and clerks expenses of CONTRACTOR's principal, branch, and site offices except as authorized in writing by DISTRICT prior to proceeding with the work involved

14.7.1.2 expenses of CONTRACTOR'S principal, branch, and site offices except as authorized in writing by DISTRICT prior to proceeding with the work involved

14.7.1.3 any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the work involved and charges for delinquent payments

14.7.1.4 costs due to the fault or negligence of CONTRACTOR, including but not limited to deposits to be lost, costs to correct defective work, disposal of materials or equipment wrongly supplied, and making good any damage to property

14.7.1.5 cost of field supplies consumed in the performance of the work involved and purchase costs of small tools used or consumed in the performance of the work involved, which are individually valued at less than \$1,000.00. Consumables shall include such items as rags, nails, fasteners, weld rod, gases, lubricants, paper, grout, stakes, power and fuel for tools and equipment, chains, cables, hoses, water, and similar items normally used in the course of the Work. This allowance will apply to CONTRACTOR

## GENERAL PROVISIONS

or a Subcontractor only if CONTRACTOR or the Subcontractor provides direct labor, equipment, and material cost elements in the performance of the work involved. If this allowance is proposed to exceed \$2,000, it must be supported by substantiating data.

- 14.7.1.6 costs associated with the preparation of Change Orders or Change Requests (whether or not ultimately authorized by DISTRICT), or the preparation of filing of claims
- 14.7.1.7 expenses of CONTRACTOR associated with anticipated lost profits or lost revenues, lost income or earnings, lost interest on earnings, or unpaid retainage
- 14.7.1.8 costs derived from the computation of a "home office overhead" rate by application of the Eichleay, Allegheny, Burden Fluctuation, or other similar methods
- 14.7.1.9 costs of special consultants or attorneys, whether or not in the direct employ of CONTRACTOR, employed for services specifically related to the resolution of a claim, dispute, or other matter relating to the acceptability of the Work
- 14.7.1.10 other administrative expense or contingent costs of any kind and the costs of any item not specifically and expressly included in these general provisions

### 14.8 CONTRACTOR Allowances for Changes and Additions to the Work

CONTRACTOR's allowances, which include (1) costs not directly chargeable under this Article, (2) expenses itemized in paragraph 14.7, and (3) profit, shall not exceed the following percentages of the various portions of the work involved. No other allowances in addition to these will be allowed.

<u>Cost Element</u>	<u>Allowances for Additions</u>	<u>Allowances for Deletions</u>
CONTRACTOR and lower tier subcontractor labor (percentage of direct labor) per 14.4.1	15%	(7.5%)
CONTRACTOR and lower tier Subcontractor installed equipment and materials per 14.4.2	15%	(7.5%)

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<u>Cost Element</u>	<u>Allowances for Additions</u>	<u>Allowances for Deletions</u>
Subcontractor costs resulting from direct subagreement with CONTRACTOR per 14.4.3	5%	(2.5%)
CONTRACTOR and lower tier Subcontractor owned or rented construction equipment per 14.5	15%	(7.5%)
Travel expenses, subsistence allowances, supplemental costs per 14.6, premium portion of direct labor costs, and other authorized costs	0%	0%
CONTRACTOR insurance and bond premiums per 14.6	1%	(1%)
CONTRACTOR or lower tier Subcontractor performing work, allowance for small tools and consumables per 14.7.1.5	2%, not to exceed \$2,000	0%

In calculating the allowances, the 2% allowance per 14.7.1.5 will be applied and added to direct labor, equipment, and material cost elements before calculating the 15% allowance per 14.4.1, 14.4.2 or 14.5. After the 15% allowance is added, the 5% allowance per 14.4.3 will be added when applicable, and then the 1% allowance per 14.6 will be added. No other compounding of the allowance percentages shall be permitted. Where a substitution is made replacing deleted work with other work, the allowances shall be calculated only on the net difference in the cost elements, using the allowances for additions if there is a net increase and the allowances for deletions if there is a net decrease.

### 14.9 Unit Price Work

14.9.1 Where the Contract Documents provide for unit price work, the Contract Price stated in the Agreement will include for all unit price work an amount equal to the sum of each unit price item times the estimated quantity for each item as indicated in the Agreement. Each unit price will be deemed to include an amount considered by

## GENERAL PROVISIONS

CONTRACTOR to be adequate to cover all costs, including supplemental and administrative costs, and profit. The estimated quantities of unit price work indicated in the Agreement are given solely for the purpose of comparison of bids and determining the Contract Price for the Work as awarded.

14.9.2 CONTRACTOR shall promptly, after becoming aware of, and before proceeding with any significant quantities of affected work, notify DISTRICT in writing of any additional or reduced quantities for an item of unit price work that will require a twenty (20) percent or higher adjustment in the as awarded quantity for that item or an increase in Contract Price greater than five (5) percent.

14.9.3 Prior to Final Progress Payment, or before the total amount paid exceeds the established Contract Price, a Change Order will be issued to adjust the estimated quantities for unit price work and to correspondingly adjust the Contract Price.

14.9.4 If DISTRICT determines that the additional or reduced quantities for an item of unit price work justify an adjustment in the unit price, DISTRICT shall authorize such an adjustment. No adjustment shall be allowed under this paragraph unless the variation between actual and estimated quantities for all unit price work result in an increase or decrease in the Contract Price by more than five (5) percent.

14.9.5 In re-evaluating unit prices contained in the Contract Documents, CONTRACTOR and DISTRICT shall take into account increases or decreases in CONTRACTOR's supplemental and administrative costs for the performance of the Work solely as a result of the variation in quantities, as opposed to as a result of CONTRACTOR's fault or negligence, or bid estimate errors.

### 14.10 Adjustments in Contract Time

14.10.1 An extension in Contract Time will not be granted unless CONTRACTOR can demonstrate through an analysis of the Progress Schedule that the increase in the time to perform or complete the Work, or specified part of the Work, beyond the corresponding Contract Time(s) arise from unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR, and that such causes in fact lead to performance or completion of the Work, or specified part in question, beyond the corresponding Contract Time. An adjustment in the Contract Time will be based solely upon net increases in the time required for the performance or completion of the parts of the Work controlling achievement of the corresponding Contract Times(s) at the time that the incident that causes the change occurs. However, even if the time required for the performance or completion of controlling parts of the Work is extended, an extension in Contract Time will not be granted unless performance or completion of the controlling work necessarily extends beyond the Contract Time in question despite CONTRACTOR'S reasonable and diligent actions to guard against these effects. Examples of unforeseeable causes include: (1) acts of God or the public enemy; (2) acts of DISTRICT or the Engineer/Architect in its sovereign or contractual capacity; (3) acts of the government or another public entity in its sovereign capacity; (4) fires, floods,

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epidemics, quarantine restrictions; (5) archaeological finds; (6) strikes, freight embargoes; (7) unusually severe weather related conditions; (8) differing physical conditions, excluding conditions for which CONTRACTOR is responsible under Instructions to Bidders, Article 2; (9) unusually severe shortages of construction materials from such causes as area wide shortages, and industry wide strike, or a natural disaster that affects all feasible sources of supply, and (10) hazardous material conditions covered by Article 8, Paragraph 8.6.

14.10.2 Notwithstanding any provisions in the Contract Documents to the contrary, an extension of Contract Time shall be the sole remedy of CONTRACTOR for any delay of any kind. The only exception shall be if the delay has been caused solely by acts for which the DISTRICT is responsible and which delay is unreasonable under the circumstances involved, is not within the contemplation of the parties, and continues after CONTRACTOR'S notice to DISTRICT of such acts. DISTRICT'S exercise of any of their rights, or DISTRICT'S exercise of their remedies of stopping the Work or requiring correction or re-execution of any defective work shall not under any circumstances be construed as unreasonable interference with CONTRACTOR'S performance of the Work. No adjustment in the Contract Price under this paragraph shall be provided for any reason if: (1) performance would have been so extended by any other cause, including fault or negligence of CONTRACTOR; (2) an adjustment is provided or excluded under any other provision of the Contract Documents or; (3) delays merely prevent CONTRACTOR'S achievement of completion of the Work, or part in question, ahead of the corresponding Contract Times(s), including any authorized adjustments.

### END OF ARTICLE

# GENERAL PROVISIONS

## GENERAL PROVISIONS

### ARTICLE 15 TESTS AND INSPECTIONS

#### 15.1 Site Access

DISTRICT's Representatives, testing agencies, and governmental agencies with jurisdictional interest shall have access to the Work at reasonable times for their observation, inspection, and testing. CONTRACTOR shall provide proper and safe conditions for such access.

#### 15.2 Inspection

15.2.1 DISTRICT's Representative shall at all times have access to the Work during construction and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the Work.

15.2.2 CONTRACTOR shall give DISTRICT timely notice of readiness of the Work for all required inspections, tests, or approvals. Inspections, tests, or observations by the Engineer/Architect, DISTRICT or their agents may be performed to provide information to DISTRICT on the progress of the Work. However, such information is not intended to fulfill CONTRACTOR'S obligations under the Contract Documents.

15.2.3 If any law, ordinance, rule, regulation, code or order of any public body, government entity, or court having jurisdiction requires any work to specifically be inspected, tested, or approved, CONTRACTOR shall assume full responsibility, pay all associated costs and furnish DISTRICT the required certificates of inspection, testing or approval. All inspections, tests, or approvals shall be performed by persons or organizations acceptable to DISTRICT.

15.2.4 CONTRACTOR shall test the whole Work, performing sufficient testing and inspection to support the warranty and guaranty requirements. All test and inspection reports will be provided to DISTRICT as requested.

15.2.5 Whenever CONTRACTOR varies the period during which work is carried on each day, they shall give due notice to DISTRICT's Representatives so that DISTRICT's Representatives may, if they wish, observe the work in progress. Any work done in the absence of DISTRICT's Representatives will be subject to rejection if proper notice was not given.

15.2.6 All installations, which are to be backfilled or otherwise covered, shall be inspected by DISTRICT's Representatives prior to backfilling or covering, and CONTRACTOR shall give due notice in advance of backfilling or covering to DISTRICT's Representatives so that DISTRICT's Representatives may observe the work to be concealed.

15.2.7 If any work that is to be inspected, tested, or approved is covered without written

## GENERAL PROVISIONS

concurrence of DISTRICT, it must, if requested by DISTRICT, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense and will exclude the right to a time extension.

15.2.8 The inspection of the Work shall not relieve CONTRACTOR of their obligations to complete the Work as prescribed. Defective work shall be made good, and unsuitable materials and equipment may be rejected notwithstanding the fact that such defective work and unsuitable materials and equipment have been previously inspected by DISTRICT's Representatives or that payment has been included in a Progress Payment Request.

### 15.3 DISTRICT's Tests

15.3.1 CONTRACTOR shall furnish DISTRICT's Representative with a list of their sources of materials in sufficient time to permit proper inspection and testing of materials to be furnished from such listed sources in advance of their use. CONTRACTOR shall furnish without charge such samples as may be required by DISTRICT's Representative.

15.3.2 Inspection and tests will be made by DISTRICT's Representatives or their designated representative. It is understood that such inspections and tests if made at any point other than the point of incorporation in the Work in no way shall be considered as a guarantee of acceptance of such material nor of continued acceptance of material presumed to be similar to that upon which inspections and tests have been made.

15.3.3 Tests of materials shall be made in accordance with commonly recognized procedures of technical organizations and such special procedures as prescribed in the specifications. Materials shall be sampled and tested at such times during the progress of the Work as deemed desirable by DISTRICT's Representative, and CONTRACTOR shall cooperate in obtaining the samples.

15.3.4 DISTRICT will test materials or work in place after notification by CONTRACTOR that the work is ready for testing. All costs for retesting nonconforming work will be charged to CONTRACTOR.

### END OF ARTICLE

## GENERAL PROVISIONS

### ARTICLE 16 WARRANTY AND GUARANTEE, DEFECTIVE WORK

#### 16.1 Guarantees

16.1.1 Besides guarantees required elsewhere, CONTRACTOR shall and hereby does guarantee all work for a period of one (1) year after the date of recording by the county of the Notice of Completion of the Work and shall repair and replace any and all such work, together with any other work which may be displaced in so doing, that may prove defective in workmanship and/or materials within the one (1) year period from the date of recording, without expense whatsoever to DISTRICT, ordinary wear and tear and unusual abuse or neglect excepted. In the event of failure to comply with the ~~above mentioned~~above-mentioned conditions within seven (7) days after being notified in writing, DISTRICT is hereby authorized to proceed to have the defects repaired and made good at the expense of CONTRACTOR who hereby agrees to pay the cost and charges therefor immediately on demand.

16.1.2 The faithful performance bond and the payment bond shall continue in full force and effect for the guarantee period.

16.1.3 If, in the opinion of DISTRICT, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to DISTRICT or to prevent interruption of operations of DISTRICT, DISTRICT will attempt to give the notice required by this Article. If CONTRACTOR cannot be contacted or does not comply with DISTRICT'S request for correction within a reasonable time as determined by DISTRICT, DISTRICT may, notwithstanding the provisions of this Article, proceed to make such correction or provide such attention; and the costs of such correction or attention shall be charged to CONTRACTOR.

16.1.4 Action by DISTRICT under this Article shall not relieve CONTRACTOR of the guarantees provided in this Article or elsewhere in this Agreement.

16.1.5 This Article does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. CONTRACTOR shall furnish DISTRICT all appropriate guarantee or warranty certificates upon completion of the Agreement.

#### 16.2 Removal of Defective and Unauthorized Work

16.2.1 All work that has been rejected shall be remedied or removed and replaced by CONTRACTOR in an acceptable manner, and no compensation will be allowed for such removal, replacement, or remedial work. Any work done beyond the lines and grades shown on the plans or established by DISTRICT's Representative or any changes in, additions to, or deductions from the Work done without written authority will be ~~considered as~~considered unauthorized and shall not be paid for. Work so done may be ordered remedied, removed, or replaced at CONTRACTOR's expense.

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16.2.2 Upon failure on the part of CONTRACTOR to comply promptly with any order of DISTRICT's Representative made under the provisions of this Article, DISTRICT's Representative shall have authority to cause rejected or unauthorized work to be remedied, removed, or replaced and to deduct the costs of making corrections from any monies due or to become due CONTRACTOR.

### 16.3 Defective Materials

16.3.1 All materials not conforming to the specifications shall be considered defective, and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the site of the Work. No rejected material, the defects of which have been subsequently corrected, shall be used until permitted by DISTRICT's Representative.

16.3.2 Upon failure on the part of CONTRACTOR to comply with any requirement of DISTRICT's Representative made under the provisions of this Article, DISTRICT shall have authority to remove or replace defective material at the expense of CONTRACTOR.

### 16.4 Acceptance of Defective Work

Instead of requiring correction or removal and replacement of defective work, DISTRICT may, at their sole discretion, accept it provided a suitable reduction in the Contract Price can be established. In that case, if acceptance occurs prior to DISTRICT's recommendation of Final Progress Payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price. If the acceptance occurs after such recommendation, an appropriate amount shall be paid by CONTRACTOR to DISTRICT.

### 16.5 Warranty of Title

16.5.1 No materials, supplies, or equipment for the Work shall be purchased subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest in it or any part of it is retained by the seller or supplier.

16.5.2 CONTRACTOR warrants clear and good title to all materials, supplies, and equipment installed and incorporated in the Work and agrees upon completion of all work to deliver the premises together with all improvements and appurtenances constructed or placed by them to DISTRICT free from any claims, liens, encumbrances, or charges and further agrees that neither they nor any person, firm, or corporation furnishing any material or labor for any work shall have any right to a lien upon the premises or any improvement or appurtenance thereon, provided that this shall not preclude CONTRACTOR from installing metering devices or other equipment of utility companies or of municipalities, the title of which is commonly retained by the utility company or the municipality. Nothing contained in this Article, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by CONTRACTOR for their protection, or any right under any law permitting such persons

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to look to funds due CONTRACTOR in the hands of DISTRICT. The provisions of this Article shall be inserted in all subcontracts and material contracts, and notices of this provision shall be given to all persons furnishing materials for the Work when no formal contract is entered into for such materials.

**END OF ARTICLE**

## GENERAL PROVISIONS

### ARTICLE 17 SUSPENSION AND TERMINATION

#### 17.1 Suspension for Convenience

17.1.1 Without invalidating the Agreement, and without notice to any surety, DISTRICT may, at any time, order CONTRACTOR in writing to stop, delay, or interrupt work for such a period of time as DISTRICT may deem appropriate. Upon receipt of that order, CONTRACTOR shall immediately proceed in accordance with any specific provisions or instructions, protect and maintain the Work, and make reasonable and diligent efforts to mitigate costs associated with the suspension order.

17.1.2 If any suspension of work under this Article causes an increase or decrease in CONTRACTOR's cost or the time required to perform or complete any part of the Work, DISTRICT shall make a change in Contract Price or Contract Time, as provided in Article 14; except that no change in Contract Price will be made for any suspension of work to the extent that performance would have been suspended anyhow by causes not meeting the criteria in Article 14, or for which an adjustment is provided or excluded under any other provision of the Contract Documents.

#### 17.2 Termination for Breach

17.2.1 If CONTRACTOR refuses or fails to execute the Work or any separable part with such diligence as will ensure its completion within the time specified, including any extensions, or fails to complete the Work within such time, or if CONTRACTOR should be adjudged bankrupt, or if they should make a general assignment for the benefit of their creditors, or if a receiver should be appointed on account of their insolvency, or if they or any of their Subcontractors should violate any of the provisions of the Agreement, or if they should persistently or repeatedly refuse or should fail, except in cases for which an extension of time is provided, to supply enough properly skilled labor or proper materials to complete the Work in the time specified, or if they should fail to make prompt payment to Subcontractors or for material or labor or if they should persistently disregard laws, ordinances, or instructions given by DISTRICT or DISTRICT's Representative, DISTRICT may serve written notice upon CONTRACTOR and their surety of their intention to terminate the Agreement, said notice will contain the reasons for such intention to terminate the Agreement, and unless within ten (10) days after the service of such notice such violations shall cease and satisfactory arrangements for the corrections thereof be made, the Agreement shall upon the expiration of said ten (10) days cease and terminate. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished.

17.2.2 In the event of any such termination, DISTRICT shall immediately serve written notice upon the surety and CONTRACTOR, and the surety shall have the right to take over and perform the Work; provided, however, that if the surety within fifteen (15) days after the serving upon it of a notice of termination does not give DISTRICT written notice of their intention to take over and perform the Work or does not commence performance thereof within (30) days from the date of serving said notice upon surety,

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DISTRICT may take over the Work and prosecute the same to completion by contract or by any other method they may deem advisable for the account and at expense of CONTRACTOR, and CONTRACTOR'S surety shall be liable to DISTRICT for any excess cost or other damage occasioned DISTRICT thereby, and in such event DISTRICT may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plants, and other property belonging to CONTRACTOR that may be on the site of the Work. For any portion of such work that DISTRICT elects to complete by furnishing their own employees, materials, tools, and equipment, DISTRICT shall be compensated for such in accordance with the schedule of compensation for Time and Material Work in Article 14.

17.2.3 If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including, but not limited to, all costs to DISTRICT arising from professional services and attorneys' fees and all costs generated to insure or bond the work of substituted contractors or subcontractors utilized to complete the Work, such excess shall be paid to CONTRACTOR. If such costs exceed the unpaid balance, CONTRACTOR shall pay the difference to DISTRICT promptly upon demand; on failure of CONTRACTOR to pay, the surety shall pay on demand by DISTRICT. Any portion of such difference not paid by CONTRACTOR or surety within thirty (30) days following the mailing of a demand for such costs by DISTRICT shall earn interest at the maximum rate authorized by California law.

17.2.4 The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to DISTRICT.

### 17.3 Termination for Convenience

17.3.1 DISTRICT may, without prejudice to any other right or remedy, terminate the Agreement in whole or in part at any time for its convenience by giving CONTRACTOR ten (10) days written notice. DISTRICT shall have the right, in that event, to take over any or all of CONTRACTOR'S materials, (whether stored on or off site) supplies, equipment, contracts or other obligations to complete the Work and CONTRACTOR shall assign them to DISTRICT upon DISTRICT'S request. CONTRACTOR shall proceed to complete any part of the Work, as directed by DISTRICT, and shall settle all their claims and obligations under the Agreement. CONTRACTOR shall be paid for all work executed and any expense sustained plus reasonable termination expenses. CONTRACTOR shall justify their claims as requested by DISTRICT with thorough, accurate records and data.

17.3.2 In any such termination for the convenience of DISTRICT, CONTRACTOR shall be paid for work completed in accordance with the Contract Documents prior to receipt of the notice of termination, and for reasonable termination settlement costs relating to commitments which had become firm prior to the termination; however, payment to CONTRACTOR will exclude any and all anticipated supplemental costs, administrative expenses, and profit on uncompleted work.

## **GENERAL PROVISIONS**

17.3.3 If, after notice of Termination for Breach of contractor, it is determined that CONTRACTOR was not in default, the termination shall be deemed to have been for the convenience of DISTRICT. In such event, CONTRACTOR may recover from DISTRICT payment in accordance with this paragraph.

**END OF ARTICLE**

## GENERAL PROVISIONS

### ARTICLE 18 DISPUTES

#### 18.1 Resolution of Construction Claims

18.1.1 This Article is intended as a summary of the provisions of Section 9204 of the article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3 of Division 2 of the Public Contract Code ("Claims and Disputes Resolution Statute") and is subject to the actual provisions of the Claims and Disputes Resolution Statute. This Article shall govern the resolution of any claim of \$375,000 or less which may be made by CONTRACTOR.

18.1.2 For purposes of this Article, the following terms defined in the Claims and Disputes Statutes shall have the following meanings.

18.1.2.1 For purposes of this Article, As used in this Article, "claim" is defined in the Claims and Disputes Statute means a separate demand by CONTRACTOR sent by registered mail or certified mail with return receipt requested for one or more of the following: (a) a time extension, including, without limitation, for relief from forfeiture due to delay assessed in the applicable amount per day set forth in the Agreement, pursuant to Article 6.8 or Article 14.10 of the General Provisions; (b) payment of money or damages arising from the Work, payment for which is not otherwise expressly provided for or to which CONTRACTOR is not otherwise entitled; to, or (c) an amount, the payment of an amount that of which is disputed by DISTRICT.

18.1.2.2 For purposes of this Article, 18.1.3—CONTRACTOR is a “contractor” as defined in the Claims and Disputes Statute.

18.1.2.3 For purposes of this Article, DISTRICT is a “public entity” as defined in the Claims and Disputes Statute.

18.1.2.4 For purposes of this Article, the Work is a “public works project” as defined in the Claims and Disputes Statute.

18.1.2.5 For purposes of this Article, any Subcontractor, including any lower tier Subcontractor, is a “subcontractor” as defined in the Claims and Disputes Statute.

18.1.3 Upon receipt of a claim pursuant to this Article, DISTRICT shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide to CONTRACTOR a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, DISTRICT and CONTRACTOR may, by mutual agreement, extend the time period provided in this subarticle.

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- 18.1.3.1 CONTRACTOR shall furnish reasonable documentation to support the claim.
- 18.1.3.2 If DISTRICT needs approval from District Board of Directors to provide to CONTRACTOR a written statement identifying the disputed portion and the undisputed portion of the claim, and District Board of Directors does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, DISTRICT shall have up to three days following the next duly publicly noticed meeting of District Board of Directors after the 45-day period, or extension, expires to provide to CONTRACTOR a written statement identifying the disputed portion and the undisputed portion.
- 18.1.3.3 Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after DISTRICT issues its written statement. If the public entity fails to issue a written statement, subarticle 18.1.5 shall apply.
- 18.1.4 If CONTRACTOR disputes DISTRICT'S written response, or if DISTRICT fails to respond to a claim issued pursuant to this Article within the time prescribed, CONTRACTOR may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, DISTRICT shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- 18.1.4.1 Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, DISTRICT shall provide to CONTRACTOR a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after DISTRICT issues its written statement. Any disputed portion of the claim, as identified by CONTRACTOR in writing, shall be submitted to nonbinding mediation, with DISTRICT and CONTRACTOR sharing the associated costs equally. DISTRICT and CONTRACTOR shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator, and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this Article.
- 18.1.4.2 For purposes of this Article, mediation includes any nonbinding process.

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including, but not limited to, neutral evaluation of a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes of this Article.

18.1.4.3 This Article does not preclude DISTRICT from requiring arbitration of disputes under private arbitration of the Public Works Contract Arbitration Program, if mediation under this Article does not resolve the parties' dispute.

18.1.5 Failure by the DISTRICT to respond to a claim from CONTRACTOR within the time periods described in this subdivision or to otherwise meet the time requirements of this Article shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of DISTRICT's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this Article, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

18.1.6 Amounts not paid in a timely manner as required by this Article shall bear interest at 7 percent per annum.

18.1.7 If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against DISTRICT because privity of contract does not exist, CONTRACTOR may present to DISTRICT a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that CONTRACTOR present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to DISTRICT shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, CONTRACTOR shall notify the subcontractor in writing as to whether CONTRACTOR presented the claim to DISTRICT and, if CONTRACTOR did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

18.1.8 A waiver of the rights granted by this Article is void and contrary to public policy, provided, however that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) DISTRICT may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this Article, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this Article.

~~and include the documents necessary to substantiate the claims. Any claim by CONTRACTOR which is intended to invoke the procedures under the Claims Resolution Statute shall specify that the claim is being made pursuant to the Claims Resolution~~

## GENERAL PROVISIONS

~~Statute. All claims by CONTRACTOR must be filed on or before the date of Final Progress Payment; provided, however, nothing in this Article is intended to extend the time limits or supersede notice requirements which may otherwise be provided within the Contract Documents for the filing of claims by CONTRACTOR including, but not limited to, those provided in Article 13 and Article 14.~~

~~18.1.4 For claims less than \$50,000, DISTRICT shall respond in writing within forty-five (45) days of receipt of the claim, or DISTRICT may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims DISTRICT may have against CONTRACTOR. If additional information is thereafter required, it shall be requested and provided upon mutual agreement of DISTRICT and CONTRACTOR. If DISTRICT requests additional documentation, DISTRICT'S written response to the claim shall be submitted to CONTRACTOR within fifteen (15) days after receipt of the additional documentation, or within the same time period as used by CONTRACTOR in producing the additional documentation, whichever is greater.~~

~~18.1.5 For claims over \$50,000 but less than \$375,000, DISTRICT shall respond in writing within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims DISTRICT may have against CONTRACTOR. If additional information is thereafter required, it shall be requested and provided upon mutual agreement of DISTRICT and CONTRACTOR. If DISTRICT requests additional documentation, DISTRICT'S written response to the claim shall be submitted to CONTRACTOR within thirty (30) days after receipt of the additional documentation, or within the same time period as used by CONTRACTOR in producing the additional documentation, whichever is greater.~~

~~18.1.6 If CONTRACTOR disputes DISTRICT'S written response, or DISTRICT fails to respond within the time prescribed, CONTRACTOR may, by giving written notice to DISTRICT within fifteen (15) days of receipt of DISTRICT'S response (or within fifteen (15) days of DISTRICT'S failure to respond), demand an informal conference to meet and confer for settlement of the issues in dispute. Upon such demand, DISTRICT shall schedule a "meet and confer" conference within thirty (30) days.~~

~~18.1.7 If after the "meet and confer" conference, any portion of the claim remains in dispute, CONTRACTOR may file a claim pursuant to Government Code Section 900 et seq. If a court action is thereafter filed to resolve the claim, the court must, within the time specified by law, submit the matter to nonbinding mediation unless waived by mutual stipulation of DISTRICT and CONTRACTOR. If after the mediation process, the matter remains in dispute, the case must then be submitted to judicial arbitration pursuant to the applicable law.~~

## END OF ARTICLE

## GENERAL PROVISIONS

### ARTICLE 19 MISCELLANEOUS

#### 19.1 Personal Liability

No director, officer, employee, or agent of DISTRICT, DISTRICT's Representative, the Engineer/Architect, or their consultants shall have any individual or personal liability for any amount due to CONTRACTOR or for any obligations of DISTRICT under the Agreement or for any claim based on such obligations or their creation.

#### 19.2 Indemnity

19.2.1 To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless DISTRICT, DISTRICT's Representative, the Engineer/Architect, and their consultants, and each of their directors, officers, agents, and employees from and against all claims, damages, losses, expenses, and other costs, including costs of defense and attorneys' fees, arising out of or resulting from or in connection with the performance of the Work, both on and off the site, regardless of whether the allegations are false, fraudulent, or groundless, provided that any of the foregoing (1) is attributable to personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use, and (2) is caused in whole or in part by any act or omission of CONTRACTOR, any Subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose acts or omissions any of them may be liable, regardless of whether or not it is caused in part by any act or omission of a party indemnified hereunder. However, to the extent that liability is caused by the active negligence or willful misconduct of a party indemnified hereunder, CONTRACTOR's indemnification obligation shall be reduced in proportion to the indemnified party's share of liability for its active negligence or willful misconduct, if any, but the acceptance or approval of CONTRACTOR's work by DISTRICT or any other indemnified party shall not reduce CONTRACTOR's indemnification obligation. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person indemnified in this subparagraph and subparagraph 19.2.5.

19.2.2 In addition to the obligations set forth in subparagraph 19.2.1 and in subparagraph 19.2.5, CONTRACTOR, at its sole cost and expense, shall defend each and every claim, demand, action and other proceeding within the scope of subparagraph 19.2.1 and subparagraph 19.2.5, initiated against any party indemnified under subparagraph 19.2.1 or subparagraph 19.2.5, regardless of whether the indemnified party is the sole party named in the claim, demand, action or other proceeding. Such obligation to defend shall apply upon tender to CONTRACTOR at any stage of the claim, demand, action or other proceeding. Any such defense must be conducted by knowledgeable and experienced legal counsel retained by CONTRACTOR at its cost and reasonably acceptable to DISTRICT. Without limiting anything else in any indemnity provision under subparagraph 19.2.1 or subparagraph 19.2.5, CONTRACTOR shall also pay the full cost to DISTRICT of the monitoring of, and, if necessary, participation by DISTRICT's legal counsel in, the defense of DISTRICT and the other indemnified parties.

## GENERAL PROVISIONS

19.2.3 In any and all claims against the indemnified parties by any employee of CONTRACTOR, any Subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under subparagraphs 19.2.1 and 19.2.5 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR, or any Subcontractor, or any supplier or other person under Worker's Compensation acts, disability benefit acts, or other employee acts.

19.2.4 The obligations of CONTRACTOR under subparagraphs 19.2.1 and 19.2.5 shall not extend to the liability of DISTRICT, DISTRICT's Representatives, the Engineer/Architect, and their consultants, and each of their directors, officers, employees, and agents, arising out of or resulting from or in connection with the preparation or approval of maps, drawings, opinions, reports, surveys, designs or Specifications, providing that the foregoing was the sole and exclusive cause of the loss, damage, or injury.

19.2.5 CONTRACTOR shall also indemnify and hold harmless DISTRICT, DISTRICT's Representative, the Engineer/Architect, and their consultants, and each of their directors, officers, employees, and agents from and against all losses, expenses, damages (including damages to the Work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect or refusal of CONTRACTOR to faithfully perform the work and all of CONTRACTOR'S obligations under the contract. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party, and/or in defending against any claims or stop notices.

19.2.6 Without jeopardizing or compromising any of its other rights, DISTRICT shall have the authority to settle any claim, demand, action or other legal proceeding on terms determined by DISTRICT to be reasonable and in the best interests of DISTRICT and/or any party indemnified under paragraph 19.2. As part of its obligations pursuant to subparagraph and subparagraphs 19.2.1 and 19.2.5, within thirty (30) days of receiving an invoice from DISTRICT, CONTRACTOR shall reimburse DISTRICT for any and all: (i) judgments paid by DISTRICT; (ii) amounts paid by DISTRICT in settling such claim, demand, action or other proceeding; and (iii) any other legal or other costs and expenses reasonably incurred by DISTRICT in connection with such claim, demand, action or other proceeding. If CONTRACTOR fails to pay any such amount within the required time, the unpaid amount shall accrue interest at the legal rate.

19.2.7 In accordance with Public Contract Code Section 9201, DISTRICT shall timely notify CONTRACTOR if DISTRICT receives any third-party claim relating to the Work. DISTRICT shall be entitled to recover from CONTRACTOR the reasonable costs incurred by DISTRICT in providing such notification.

## **GENERAL PROVISIONS**

### **19.3 Partial Invalidity**

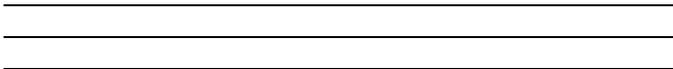
If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

### **19.4 Waiver of Rights**

Except as otherwise specifically provided in the Contract Documents, no action or failure to act by DISTRICT, the engineer/Architect, DISTRICT's Representatives, or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Contract Documents, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder.

**END OF ARTICLE**

SECTION 0  
SPECIAL PROVISIONS



PROJECT NO. XXXXX

SECTION 0  
SPECIAL PROVISIONS

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**Section 0 – Special Provisions**

Revised 3/2026

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## SECTION 00100

### BID MODIFICATIONS

#### 1.01 BASIS FOR DETERMINING LOWEST RESPONSIBLE BIDDER

*See Paragraph 3.1.4 of Instructions to Bidders for specification on basis for determining lowest responsible bidder when there are any Alternative Bid Items (additive or deductive). If a different basis for determining lowest responsible bidder is desired when there are Alternative Bid Items, describe the basis here. It must be a method that ranks the bidders before the District learns who the low bidder is.*

#### 1.02 BIDDING ON SUBSTITUTE ITEMS

*See language in Instruction to Bidders IB 1.7*

#### 1.03 TIME ALLOWED FOR ACCEPTANCE OF BIDS

*Modify 60-day acceptance period as needed; see Instructions to Bidders IB 3.1.2.*

**END OF SECTION**

**SECTION 00110**

**DEFINITIONS**

**1.01 DEFINITIONS**

*List any terms specific to the project that are not found in Article 1, Definition of the General Provisions.*

**END OF SECTION**

## SECTION 00120

### CLAIMS RESOLUTION

#### 1.01—GENERAL

- A. ~~This Section is intended as a summary of the provisions of Section 9204 of the Public Contract Code ("Claims and Disputes Statute") and is subject to the actual provisions of the Claims and Disputes Statute. Notwithstanding any provisions contained in the Claims Resolution Statute summarized in Article 18 of the General Provisions, this Section shall additionally govern the resolution of any claim which may be made by CONTRACTOR.~~
- B. ~~For purposes of this Section, the following terms defined in the Claims and Disputes Statutes shall have the following meanings:~~
1. ~~For purposes of this Section, "claim" as defined in the Claims and Disputes Statute means a separate demand by CONTRACTOR sent by registered mail or certified mail with return receipt requested for one or more of the following: (a) a time extension, including, without limitation, for relief from forfeiture due to delay assessed in the applicable amount per day set forth in the Agreement, pursuant to Section 6.8 or Section 14.10 of the General Provisions; (b) payment of money or damages arising from the Work, payment for which is not otherwise expressly provided for or to which CONTRACTOR is not otherwise entitled; or (c) payment of an amount that is disputed by DISTRICT.~~
  2. ~~For purposes of this Section, CONTRACTOR is a "contractor" as defined in the Claims and Disputes Statute.~~
  3. ~~For purposes of this Section, DISTRICT is a "public entity" as defined in the Claims and Disputes Statute.~~
  4. ~~For purposes of this Section, the Work is a "public works project" as defined in the Claims and Disputes Statute.~~
  5. ~~For purposes of this Section, any Subcontractor, including any lower tier Subcontractor, is a "subcontractor" as defined in the Claims and Disputes Statute.~~
- C. ~~Upon receipt of a claim pursuant to this section, DISTRICT shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide to CONTRACTOR a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, DISTRICT and CONTRACTOR may, by mutual agreement, extend the time period provided in this subsection.~~
1. ~~CONTRACTOR shall furnish reasonable documentation to support the claim.~~
  2. ~~If DISTRICT needs approval from District Board of Directors to provide to CONTRACTOR a written statement identifying the disputed portion and the undisputed portion of the claim, and District Board of Directors does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return~~

- ~~\_\_\_\_\_ receipt requested, DISTRICT shall have up to three days following the next duly publicly noticed meeting of District Board of Directors after the 45-day period, or extension, expires to provide to CONTRACTOR a written statement identifying the disputed portion and the undisputed portion.~~
3. ~~Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after DISTRICT issues its written statement. If the public entity fails to issue a written statement, paragraph 1.01.E shall apply.~~
- D. ~~If CONTRACTOR disputes DISTRICT's written response, or if DISTRICT fails to respond to a claim issued pursuant to this section within the time prescribed, CONTRACTOR may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, DISTRICT shall schedule a meet and confer conference within 30 days for settlement of the dispute.~~
1. ~~Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, DISTRICT shall provide to CONTRACTOR a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after DISTRICT issues its written statement. Any disputed portion of the claim, as identified by CONTRACTOR in writing, shall be submitted to nonbinding mediation, with DISTRICT and CONTRACTOR sharing the associated costs equally. DISTRICT and CONTRACTOR shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.~~
2. ~~For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.~~
3. ~~Unless otherwise agreed to by DISTRICT and CONTRACTOR in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 18.1.7 of the General Provisions to mediate after litigation has been commenced.~~
4. ~~This section does not preclude DISTRICT from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.~~
- E. ~~Failure by DISTRICT to respond to a claim from CONTRACTOR within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of DISTRICT's failure to have responded to a claim, or its~~

~~failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.~~

- ~~F. — Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.~~
- ~~G. — If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against DISTRICT because privity of contract does not exist, CONTRACTOR may present to DISTRICT a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that CONTRACTOR present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to DISTRICT shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, CONTRACTOR shall notify the subcontractor in writing as to whether CONTRACTOR presented the claim to DISTRICT and, if CONTRACTOR did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.~~
- ~~H. — A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) DISTRICT may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.~~

**END OF SECTION**

## SECTION 00200

### THE WORK

#### 1.01 GENERAL

The work to be done by the Contractor under these Specifications shall consist of performing all operations necessary for the construction of \_\_\_\_\_

\_\_\_\_\_ at the locations, in the positions, to the elevations and dimensions and conforming to the design shown on the plans and in accordance with these specifications.

The Contractor shall furnish all transportation, materials (except where stipulated otherwise), equipment, labor, and supplies to complete installation of \_\_\_\_\_

\_\_\_\_\_ together with all appurtenant work necessary or incidental to complete in a workmanlike manner the improvements as contemplated and as intended by the plans and these specifications.

#### 1.02 LOCATION OF PROJECT SITE

\_\_\_\_\_  
\_\_\_\_\_

*Describe location of project site*

#### 1.03 DESCRIPTION OF THE WORK

*Describe the major components of the work.*

#### 1.04 ORDER OF WORK

*Indicate constraints on the project, such as work that is required to be completed within certain time frames, other work that is going on in the vicinity of the project, work sequences, etc.*

#### 1.05 WORK BY OTHERS

*List work by others that is taking place in the vicinity of the project.*

#### 1.06 WORKING HOURS AND HOLIDAYS

Normal working hours are from \_\_\_\_\_, Monday through Friday, excluding holidays. District inspection hours are from 7:00 a.m. to 3:30 p.m., Monday through Friday. No work shall be performed on Saturdays, Sundays, or District holidays. See appendix for list of District holidays. In instances where contract time extends past the year's list of District holidays, regularly observed holidays shall be followed.

The Contractor shall be responsible for all costs associated with inspection services outside District inspection hours at the rate of \$300.00 per hour.

*If working hours differ from the 7:00 a.m. to 3:30 p.m. period listed in General Provisions GP 7.7, the deviation should be noted here. Modify Monday through Friday working days as necessary to fit City and County work schedules.*

**1.07 ~~OBSTRUCTIONS~~ WORK RESTRICTIONS AND COORDINATION WITH OTHER WORK**

At least forty-eight (48) hours prior to construction and prior to any operations involving existing Irvine Ranch Water District facilities, the Contractor shall notify the District's Representative.

Prior to construction, the Contractor shall expose all known utility crossings in order to provide for grade and alignment adjustments, if necessary.

**END OF SECTION**

**SECTION 00210**  
**INVESTIGATIONS AND REPORTS**

**1.01 INVESTIGATIONS AND REPORTS**

A. The following investigations and reports are included herewith in Appendix:

- 1.
- 2.
- 3.

*List reports in space above and include copies in Appendix.*

B. The following investigations and reports are available at District for review:

- 1.
- 2.
- 3.

*List reports in space above and arrange for reports to be available at Engineering Department counter.*

**END OF SECTION**

**SECTION 00220**

**LANDS AND RIGHTS-OF-WAY**

**1.01 LANDS AND RIGHTS-OF-WAY**

*See General Provisions GP 5.3 if lands and rights-of-way are to be furnished and/or paid for by someone other than the District.*

**END OF SECTION**

**SECTION 00300**

**CONTRACTOR’S INSURANCE**

**1.01 GENERAL**

- A. Contractor’s insurance coverage shall be as specified in the General Provisions, shall provide the following amounts of coverage, shall include additional insureds, and shall include additional information as set forth below.
- B. An Umbrella/Excess policy may be used to meet the required coverage limits specified for Commercial General Liability and Automobile Liability Insurance.
- C. Builder’s Risk Insurance, as specified in the General Provisions, shall not be required.

*For projects that include vertical structures (such as buildings, concrete basins, or storage tanks) and are greater than \$10 million in estimated construction value: (1) Add a new lump sum Bid Item to the Bid Form titled “Builder’s Risk Insurance” and (2) delete Paragraph 1.01.C above.*

**1.02 COMMERCIAL GENERAL LIABILITY INSURANCE**

- A. Bodily injury and property damage coverage shall be for not less than \_\_\_\_\_ (\$\_\_\_\_\_) for each occurrence and for not less than \_\_\_\_\_ (\$\_\_\_\_\_) per project aggregate.
- B. Products/Completed Operations coverage shall be for not less than \_\_\_\_\_ (\$\_\_\_\_\_) aggregate.

**1.03 AUTOMOBILE LIABILITY INSURANCE**

- A. Contractor shall carry and maintain a business automobile policy or equivalent coverage for bodily injury and property damage on all owned, non-owned and hired automobiles or other licensed highway vehicles used in the performance of the Contract. The limit shall be for not less than \_\_\_\_\_ (\$\_\_\_\_\_) for each accident.

*Fill in insurance coverage amounts in blanks above. Suggested insurance coverages for varying exposure risks are:*

	<u>1.02 General Liability</u>		
	<u>1.02A</u>	<u>1.02B</u>	<u>1.03</u>
	<u>Bodily Injury</u>	<u>Products/</u>	<u>Auto</u>
	<u>Property Damage</u>	<u>Completed</u>	<u>Liability</u>
	<u>Personal Injury</u>	<u>Operations</u>	
	<u>(Occur/Aggr)</u>	<u>(Occur/Aggr)</u>	
<i>Pipeline/Pump Station/Well</i>	<i>\$2M/3M</i>	<i>\$2M/3M</i>	<i>\$2M</i>
<i>Reservoir/Treatment Plant/Chlorine</i>	<i>\$2M/4M</i>	<i>\$2M/4M</i>	<i>\$3M</i>
<i>Projects Over \$5M Construction Value – Check with Risk Management</i>			

**1.04 WORKER’S COMPENSATION INSURANCE AND EMPLOYER’S LIABILITY INSURANCE**

- A. Worker’s Compensation Insurance coverage shall comply with statutory limits.
- B. Employer’s Liability Insurance shall be for not less than:

- \$1,000,000 Each Accident
  - \$1,000,000 Each Disease – Policy Limit
  - \$1,000,000 Each Disease – Each Employee

- C. State Compensation Insurance Fund: Notwithstanding the requirements of General Provisions Section 4.2, DISTRICT will accept Workers Compensation Insurance from the State Compensation Fund (State Fund) that is not rated and that is evidenced on the State Fund’s certificate form. Except as provided above with respect to State Fund, all other insurance shall comply with all requirements of the General and Special Provisions.

**1.05 ADDITIONAL INSURED**

- A. Commercial General Liability Insurance shall include as additional insureds: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Fill in name of additional insured here. Include names of any municipality or homeowner association in which work occurs.*

**1.06 ADDITIONAL INFORMATION**

- A. Certificates of Insurance shall:
  - 1. List all Endorsement forms that are part of said policy.
  - 2. List all entities required to be named as additional insureds.
  - 3. Include a statement that no less than 30 days written notice will be provided by certified mail to the District prior to any material change or cancellation of said policy.

**END OF SECTION**

**SECTION 00400**  
**SHOP DRAWINGS**

**1.01 SHOP DRAWING SUBMITTALS**

A. Shop drawings shall be submitted in accordance with Article 9 of the General Provisions.

~~B. The last sentence in Article 9.2.5 of the General Provisions shall be deleted in its entirety and replaced with the following.~~

~~“CONTRACTOR shall (1) provide a written response to each DISTRICT comment on previous submittals that explains the manner in which the comment has been addressed and the location in the Corrected Shop Drawings where the revision has been incorporated and (2) direct specific attention in writing to revisions other than the corrections called for by DISTRICT on previous submittals.”~~

*Include any submittal requirements not called for by the General Provisions and General Requirements, such as whether more or less than six copies of each submittal are required, deviations from the 21-day turn-around time, etc.*

**END OF SECTION**

## SECTION 00500

### CONSTRUCTION SCHEDULE

*This specification section is for use on non-complex projects requiring few interfaces and minimal coordination with sub-contractors, material suppliers, and other projects.*

#### 1.01 CONSTRUCTION SCHEDULE

- A. The Contractor shall submit a construction progress schedule in compliance with Article 10 of the General Provisions. The schedule shall be a Gantt ~~Chart, and~~ Chart and shall show the various parts of the work in sufficient detail so as to identify the beginning and end of each of the various construction activities. The schedule shall include the following at the minimum:

Submittal milestones  
All construction activities  
Equipment/material procurement and deliveries  
Permit imposed work times  
Partial, substantial, and final completion milestones  
Critical path activities

*List any other activities or milestones that should be included in schedule. If particular scheduling software (e.g. Microsoft Project) is required, list it above.*

#### 1.02 SCHEDULE CONSTRAINTS

*List any scheduling constraints that the Contractor should incorporate into the construction schedule.*

**END OF SECTION**

## SECTION 00500A

### CONSTRUCTION SCHEDULE

*This specification section is for use on complex projects requiring several interfaces and coordination with subcontractors and other projects.*

#### 1.01 SUMMARY

- A. This Section specifies requirements for preparation, submission, updating, and maintenance of the Construction Schedule.
- B. The Construction Schedule shall be used to plan, coordinate, and monitor the Work of all trades, suppliers, and subcontractors.
- C. Schedule shall reflect a realistic, constructible plan consistent with the Contract Time and project milestones.

#### 1.02 SCHEDULING SOFTWARE

- A. Schedule shall be prepared using one of the following:
  - 1. Primavera P6
  - 2. Microsoft Project
  - 3. Other CPM software approved by the DISTRICT

#### 1.03 QUALITY REQUIREMENTS

- A. Schedule shall be prepared and maintained by personnel experienced in Critical Path Method (CPM) scheduling.
- B. Schedule shall be resource- and cost-neutral unless otherwise specified.

#### 1.04 CALENDAR

- A. Schedule shall be based on a five-day work week, unless otherwise approved.
- B. Identify all non-working days, DISTRICT holidays, and project-specific shutdowns.
- C. Weather allowances shall be incorporated into activity durations.

#### 1.05 GENERAL REQUIREMENTS

- A. Schedule shall be prepared using CPM.
- B. Schedule shall represent the Contractor's actual plan for executing the Work.
- C. Activities shall be logically sequenced with appropriate predecessors and successors.

#### 1.06 CONSTRUCTION SCHEDULE

- A. CONTRACTOR shall submit a construction baseline schedule in compliance with Article 10 of the General Provisions. The schedule shall show the various parts of

the work in detail so as to identify the beginning and end of each of the various construction activities. The schedule shall include the following at the minimum:

Notice to Proceed

Pre-construction activities

Submittal preparation, review and milestones

Equipment/material procurement and deliveries

Mobilization

Site preparation

All construction activities

Testing, commissioning and start-up

Permit imposed work times

Work restrictions

Partial, substantial, and final completion milestones

Punch list and close out

Critical path activities

List any other activities or milestones that should be included in schedule.

- B. Within ten (10) days after Notice of Award, DISTRICT will schedule and conduct a Preconstruction Scheduling Conference to commence development of the required project schedule. At this meeting, scheduling requirements will be reviewed with CONTRACTOR. CONTRACTOR shall be prepared to review and discuss methodology for the schedule and sequence of operations plus cost and manpower loading methodology.
- C. CONTRACTOR shall submit Construction Schedule to DISTRICT for review within twenty-one (21) days after Notice to Proceed. CONTRACTOR's Construction Schedule shall be comprised of a detailed Network Diagram as described in Paragraph F. All on-site construction activities shall be cost-loaded. The cost value of all on site construction activities shall equal the Contract value.
- D. Upon DISTRICT's request, CONTRACTOR shall participate in the review of CONTRACTOR's Construction Schedule submissions (including the original material, all update submittals, and any resubmittals). All revisions shall be submitted within fifteen (15) calendar days after DISTRICT's review.
- E. The Detailed Network Diagram shall provide a workable plan for performing the work, establish and clearly display the critical elements of the work, forecast completions of the construction, and match the Contract duration in time. Exclusive of those activities for submittal review and material fabrication and delivery, activity durations shall not be less than one (1) nor more than thirty (30) calendar days, unless otherwise approved by DISTRICT. In addition to the detailed network diagram, CONTRACTOR shall submit the following reports with the original submittal:
1. Predecessor/ Successor Report or a list showing the predecessor activities and successor activities for each activity in the schedule sorted by Early Start.
  2. Activity Report sorted by activity number or a list showing each activity in the schedule.
- F. An updated Construction Schedule shall be submitted to DISTRICT with the submittal of CONTRACTOR's monthly payment request. For those activities started but not yet completed at the time of submittal, the updated schedule shall reflect the percentage complete, as agreed between CONTRACTOR and DISTRICT.

and an estimate of the remaining duration. The monthly update of the construction schedule shall include a copy of the following:

1. Narrative report describing work completed during the update period, work planned for the next period, changes to logic or sequencing, delays encountered or anticipated, mitigation or recovery actions
2. A bar chart diagram showing target versus actual dates for each activity remaining to be completed.
3. Identify changes to the critical path.
4. The Predecessor/Successor report sorted by Early Start.
5. The Activity Report sorted by activity number.
6. The updated network diagram or the data necessary to produce such a diagram on computer diskette(s), as agreed with DISTRICT.

G. Upon approval of a change order or issuance of a notice to proceed with a change, the approved change shall be reflected in the next schedule update submittal by CONTRACTOR.

H. If completion of any part of the work, the delivery of equipment or materials, or submittal of CONTRACTOR submittals is behind the updated Construction Schedule and will impact the end date of the work past the contract completion date, CONTRACTOR shall submit in writing a recovery plan acceptable to DISTRICT for completing the work by the current Contract completion date, if requested by DISTRICT.

#### **1.07 DELAYS, TIME IMPACT ANALYSIS & TIME EXTENSIONS**

A. Proposed changes in contract time shall be evaluated and submitted using a Time Impact Analysis (TIA) following Article 14 of the General Provisions.

B. Time extensions shall not be granted nor delay damages paid until a delay occurs which is beyond the control and without the fault or negligence of CONTRACTOR and its SUBCONTRACTORS or SUPPLIERS, at any tier and which extends actual performance of the work beyond the current Contract Completion Date. If the delay occurs along a path which the current approved Construction Schedule update projects late completion prior to addition of any DISTRICT caused delay, then the time extension allowed will be only for the additional delay demonstrated by the approved TIA. Time extensions shall be granted only if they are clearly demonstrated by CONTRACTOR through the submittal of a TIA which demonstrates the estimated impact on the end date of the work; is based upon the updated Construction Schedule current as of the month the delay occurred; and demonstrates that the delay cannot be mitigated, offset, or eliminated through such actions as revising the intended sequence of work or other means. Since float time within the Construction Schedule is jointly owned, it is acknowledged that DISTRICT caused delays on the project may be offset by DISTRICT caused time savings (e.g. critical path submittals returned in less time than allowed by the Contract, approval of substitution requests which result in a savings of time to CONTRACTOR). In such an event, CONTRACTOR shall not be entitled to receive a time extension or delay damages until all DISTRICT caused time savings are exceeded and the Contract completion date is also exceeded.

#### **1.08 SCHEDULE CONSTRAINTS**

List any scheduling constraints that the Contractor should incorporate into the construction schedule.

## END OF SECTION

*This specification section is for use on complex projects requiring several interfaces and coordination with sub-contractors and other projects.*

### **~~1.01 — CONSTRUCTION SCHEDULE~~**

~~A. — CONTRACTOR shall submit a construction progress schedule in compliance with Article 10 of the General Provisions. The schedule shall show the various parts of the work in detail so as to identify the beginning and end of each of the various construction activities. The schedule shall include the following at the minimum:~~

~~Submittal milestones  
All construction activities  
Equipment/material procurement and deliveries  
Permit imposed work times  
Partial, substantial, and final completion milestones  
Critical path activities~~

~~List any other activities or milestones that should be included in schedule.~~

~~B. — Within ten (10) days after Notice of Award, DISTRICT will schedule and conduct a Preconstruction Scheduling Conference to commence development of the required project schedule. At this meeting, scheduling requirements will be reviewed with CONTRACTOR. CONTRACTOR shall be prepared to review and discuss methodology for the schedule and sequence of operations plus cost and manpower loading methodology.~~

~~C. — CONTRACTOR shall submit Construction Schedule to DISTRICT for review within thirty (30) days after Notice of Award. CONTRACTOR's Construction Schedule shall be comprised of a detailed Network Diagram as described in Paragraph F. All on-site construction activities shall be cost loaded. The cost value of all on-site construction activities shall equal the Contract value.~~

~~D. — Time extensions shall not be granted nor delay damages paid until a delay occurs which is beyond the control and without the fault or negligence of CONTRACTOR and its SUBCONTRACTORS or SUPPLIERS, at any tier and which extends actual performance of the work beyond the current Contract Completion Date. If the delay occurs along a path which the current approved Construction Schedule update projects late completion prior to addition of any DISTRICT caused delay, then the time extension allowed will be only for the additional delay demonstrated by the approved Time Impact Analysis. Time extensions shall be granted only if they are clearly demonstrated by CONTRACTOR through the submittal of a Time Impact Analysis which demonstrates the estimated impact on the end date of the work; is based upon the updated Construction Schedule current as of the month the delay occurred; and demonstrates that the delay cannot be mitigated, offset, or eliminated through such actions as revising the intended sequence of work or other means. Since float time within the Construction Schedule is jointly owned, it is acknowledged that DISTRICT caused delays on the project may be offset by DISTRICT caused time savings (e.g. critical path submittals returned in less time than allowed by the Contract, approval of substitution requests which result in a savings of time to CONTRACTOR). In such an event, CONTRACTOR shall not be entitled to receive a time extension or delay damages until all DISTRICT caused time savings are exceeded and the Contract completion date is also exceeded.~~

- ~~E. Upon DISTRICT's request, CONTRACTOR shall participate in the review of CONTRACTOR's Construction Schedule submissions (including the original material, all update submittals, and any resubmittals). All revisions shall be submitted within fifteen (15) calendar days after DISTRICT's review.~~
- ~~F. The Detailed Network Diagram shall provide a workable plan for performing the work, establish and clearly display the critical elements of the work, forecast completions of the construction, and match the Contract duration in time. Exclusive of those activities for submittal review and material fabrication and delivery, activity durations shall not be less than one (1) nor more than thirty (30) calendar days, unless otherwise approved by DISTRICT. In addition to the detailed network diagram, CONTRACTOR shall submit the following reports with the original submittal:~~
- ~~1. Predecessor/ Successor Report or a list showing the predecessor activities and successor activities for each activity in the schedule sorted by Early Start.~~
  - ~~2. Activity Report sorted by activity number or a list showing each activity in the schedule.~~
- ~~G. An updated Construction Schedule shall be submitted to DISTRICT with the submittal of CONTRACTOR's monthly payment request. For those activities started but not yet completed at the time of submittal, the updated schedule shall reflect the percentage complete, as agreed between CONTRACTOR and DISTRICT, and an estimate of the remaining duration. The monthly update of the construction schedule shall include a copy of the following:~~
- ~~1. A bar chart diagram showing target versus actual dates for each activity remaining to be completed.~~
  - ~~2. The Predecessor/Successor report sorted by Early Start.~~
  - ~~3. The Activity Report sorted by activity number.~~
  - ~~4. The updated network diagram or the data necessary to produce such a diagram on computer diskette(s), as agreed with DISTRICT.~~
- ~~H. Upon approval of a change order or issuance of a notice to proceed with a change, the approved change shall be reflected in the next schedule update submittal by CONTRACTOR.~~
- ~~I. If completion of any part of the work, the delivery of equipment or materials, or submittal of CONTRACTOR submittals is behind the updated Construction Schedule, and will impact the end date of the work past the contract completion date, CONTRACTOR shall submit in writing, a recovery plan acceptable to DISTRICT for completing the work by the current Contract completion date, if requested by DISTRICT.~~

## **1.02 SCHEDULE CONSTRAINTS**

*List any scheduling constraints that the Contractor should incorporate into the construction schedule.*

**END OF SECTION**

## SECTION 00600

### PERMITS

#### 1.01 PERMITS OBTAINED BY DISTRICT

A. The District has obtained or applied for and not yet received the following permits required to construct the project. Proper notification to the agencies affected is the responsibility of the Contractor. The Contractor shall conform to the requirements of the permits and all costs therefor shall be included in the contract prices bid for the items involved. Copies or sample copies of these permits are included in the Appendix of these specifications.

1. Permits that have been obtained.

*Permits which may be required; delete those that are not required, list any other permits that are required.*

- a. California Regional Water Quality Control Board (CRWQCB) NPDES Permit.
- b. City of Irvine Encroachment or Construction Permit.
- c. City of Tustin Encroachment or Construction Permit.
- d. Orange County EMA Public Property Encroachment Permit.
- e. State of California, Department of Fish and Game Permit.
- f. California Department of Safety and Health Administration, Mining and Tunneling Classification.
- g. United States Army Corps of Engineers Construction Permit.
- h. The Irvine Company Entry Permit
- i. Atchison, Topeka and Santa Fe Railroad Encroachment Permit.
- j. CALTRANS
- k. Encroachment or Construction Permits for Cities of Newport Beach, Costa Mesa, Santa Ana, and Lake Forest.

*List other permits as required.*

2. Permits that have been applied for but not yet received.

*List permits that have been applied for but not yet received. Include copies of Standard Conditions for permits that have not been received. Delete those that are not required.*

- a. Construction General Permit - Storm Water Pollution Prevention (SWPPP).

#### 1.02 PERMITS TO BE OBTAINED BY CONTRACTOR

A. The CONTRACTOR shall obtain the following permits required to construct the project.

List permits that Contractor is to obtain; delete those that are not required. IRWD should obtain all permits unless special circumstances prevent us from doing so.

- a. Division of Occupational Safety & Health (DOSH) Trench Excavation Permit

- b. Hot Work Permit – Permit required when hot work will occur within 35 feet of combustible material. DISTRICT will issue at no cost for work within Michelson Water Recycling Plant, Los Alisos Water Recycling Plant, and Baker Water Treatment Plant. (Delete a. or b. based on project location.)
- c. Hot Work Permit – Permit required when hot work will occur within 35 feet of combustible material. Self-issued by CONTRACTOR for work outside Michelson Water Recycling Plant, Los Alisos Water Recycling Plant, and Baker Water Treatment Plant. (Delete a. or b. based on project location.)

*List permits that Contractor is to obtain. IRWD should obtain all permits unless special circumstances prevent doing so.*

### **1.03 PERMIT-REQUIRED INSPECTION COSTS**

CONTRACTOR shall pay the cost of inspection by Permit Issuer for work that is required by permit conditions to be performed on weekends or outside normal working hours. See individual permits for information on weekend work.

**END OF SECTION**

## SECTION 00700

### CONNECTIONS TO EXISTING SERVICES

#### 1.01 COSTS OF CONNECTION EXISTING SERVICES

*General Provisions Article GP 6.23 calls for Contractor to make connections to existing services at no additional expense to District. If service connections are to be done by others, **connections and responsibility for costs** should be specified here.*

**END OF SECTION**

## SECTION 00800

### SPECIAL STORAGE REQUIREMENTS

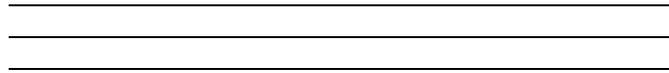
#### 1.01 SPECIAL STORAGE REQUIREMENTS

*General Provisions Article GP 7.10.2 indicates special methods may be required for storing excavated materials and materials and equipment in general. If such special methods are required, they should be specified here.*

**END OF SECTION**

# PROJECT TECHNICAL SPECIFICATIONS

## SECTION 1



PROJECT NO. XXXXX

SECTION 1  
GENERAL REQUIREMENTS

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**Section 1 – General Requirements**

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01840	Basis of Measurement for Payment
01900	General Design Requirements

## Section 1 – General Requirements

Revised [3/2026](#)

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## SECTION 01000

### INITIAL SUBMITTAL REQUIREMENTS

*General Provisions Article GP 2.5 calls out timing for submittals after the Notice of Award is issued. Deviations from this requirement should be listed here.*

## SECTION 01100

### CONSTRUCTION SURVEY STAKING

#### 1.01 SURVEY STAKING FOR CLEARING LANDS AND RIGHTS-OF-WAY:

- A. District shall provide field markers along both sides of the construction right-of-way (except where a side is contiguous with an improved road, street, or property) at horizontal curve BCs and ECs, at angle points, and at 100-foot-maximum intervals in horizontal curves and 500-foot-maximum intervals along horizontal tangent runs.
- B. Markers will be wooden laths in open terrain and painted marks on structures and pavements.

#### 1.02 SURVEY STAKING FOR CONSTRUCTING PIPELINES

- A. For use in constructing pipelines, construction stakes and grade sheets shall be provided by District as follows based upon the CONTRACTOR'S pipeline installation drawings:
- B. For pipelines not installed in tunnels or casings, one stake will be set at 50-foot intervals , for water lines, 25-foot intervals for sewer lines, and at all angle points and grade breaks. One additional reference stake and/or witness lath will be provided for each pipeline appurtenance. Stakes will be set at the surface of the ground or painted on the paved surface of the ground or painted on the paved surface along a mutually acceptable offset to the centerline of the pipeline. The offset shall be constant both as to side and distance from centerline for runs of not less than 2,000 feet where physically practicable with the provided easements. Station, offset, and cut/fill to flow line will appear on these stakes. The elevation of each point and the cut/fill to the pipe invert will be given on grade sheets. The Contractor shall exercise care in determining what offset is to be used, if sloping of the trench is anticipated. In no instance will the DISTRICT'S Representative stake safety sloping. It shall be the CONTRACTOR'S responsibility to accurately transfer the line and grade for the facility to the trench bottom. Pavement scoring, cutting, and removal shall be accomplished from this same set of construction stakes. No additional stakes will be set for such purpose.
- C. For pipe inside tunnels, two benchmarks and principal control monuments shall be provided for line and grade inside the tunnel or casing. The exact location of these benchmarks and monuments will be dictated by conditions at the site.

### **1.03 SURVEY STAKING FOR CONSTRUCTING STRUCTURES AND APPURTENANCES**

- A. District shall provide survey staking and reference points.
- B. Major structures will be controlled by two lines set at right angles to each other, along two faces of the structure, the ends of each line to be beyond the limits of the work, and with elevations only marked on at least two of these control points.
- C. Minor structures, manways, and appurtenances will have a stake set along the pipeline construction offset, with the respective pipeline station for its centerline shown.
- D. Stakes will be provided after site rough grading has been completed.

### **1.04 SURVEY STAKING FOR CONSTRUCTING JACKING PITS AND RECEIVING PITS**

- A. The Contractor shall submit to the DISTRICT'S Representative a separate diagram for each jacking and receiving pit showing the desired control and offset. No more than six (6) stakes will be set for each such pit. Grade sheets (with diagram) will show the stake elevations and the pipeline elevations calculated from the elevations and grades shown on the construction drawings.
- B. District shall provide survey staking and reference points.

### **1.05 CONSTRUCTION STAKING PROVIDED BY THE DISTRICT SHALL BE SUBJECT TO THE FOLLOWING CONDITIONS**

- A. The request for construction stakes shall be received in writing at least three (3) working days in advance of needed staking on the form provided in the Appendix.
- B. The stakes, reference markers, and other survey points shall be carefully preserved. Otherwise, the Contractor will be charged for their replacement and will assume any expense resulting from their loss or disturbance. Should the DISTRICT'S Representative be required to reset construction stakes, the cost for such resetting will be at the then current per diem rates. The full charges will include additional administrative and supervisory time charges as billed to the District and will be deducted by the District from the progress payments to the Contractor for the month in which the surveying work is ~~done, and~~ done and thereon paid to the DISTRICT'S Representative.
- C. Unless otherwise specified, the construction staking provided by the DISTRICT'S Representative will be only for those items specified to be constructed or reconstructed on the plans or in the specifications. Any additional construction stakes required for the replacement of existing improvements that have been

removed or disturbed at the CONTRACTOR'S option shall be the CONTRACTOR'S responsibility.

## **1.06 COMMENCEMENT OF WORK**

- A. Work shall not proceed until construction stakes, which constitute instructions from the DISTRICT'S representative, are provided.

**END OF SECTION**

## SECTION 01110

### COMPACTION TESTING

#### 1.01 REQUIREMENTS

- A. The District shall perform all compaction tests on backfill.
- B. The request for compaction testing shall be made to the District in writing at least forty-eight (48) hours before the Contractor is ready for compaction tests to be taken.
- C. The Contractor shall make available construction equipment necessary to assist the DISTRICT'S Representative in taking the tests.
- D. If the backfill should fail the compaction test, the Contractor shall pay the cost of retesting.
- E. If the Contractor is not ready to have compaction tests taken at the time and in the locations indicated on the written request, the Contractor shall be responsible for all standby charges and/or return visit costs to take the requested tests.
- F. If the Contractor plans to use imported sand or other imported material for backfill, a sample of the material to be used for the backfill shall be delivered to the District for testing, prior to the commencement of backfilling. If the test fails, the Contractor shall pay the cost of retesting.

**END OF SECTION**

## SECTION 01120

### EROSION CONTROL

#### 1.01 REQUIREMENTS

- A. The Contractor shall employ methods and approved devices for the control of erosion within the project construction area during the contract period.
- B. All work shall be in accordance with the grading code of \_\_\_\_\_ and any special requirements of the California Regional Water Quality Control Board, Santa Ana Region.

*List jurisdictional agency having authority over grading operations.*

- C. Erosion Control Plans are required from October 15 to ~~May 15~~, and May 15 and shall be submitted to the District for approval prior to September 25. If plans are not submitted by September 25, or within 21 days from Notice of Award for projects that commence work after September 25, DISTRICT will withhold 30 percent of progress payment amount until plans are submitted and approved.
- D. Loose excavated material shall not be placed or stored in waterways or storm drain channels.
- E. All excess excavated soil and materials shall be removed and disposed of in a proper and legal manner by the Contractor.
- F. All disturbed surface areas shall be shaped to facilitate drainage and avoid ponding and restored to near natural or preconstruction conditions. Work under this section shall also extend to include those erosion control measures indicated on the plans.
- G. In the event that erosion control repairs or corrections are required, if CONTRACTOR does not initiate erosion control repair or corrective action within four (4) hours of notification by DISTRICT, DISTRICT may take action it deems necessary to prevent erosion. CONTRACTOR shall be responsible for all costs of repairs performed by DISTRICT.

**END OF SECTION**

## SECTION 01130

### DEWATERING

#### 1.01 GENERAL

- A. No excavation shall take place below the water level until the area has been dewatered. Dewatering shall be done in such a manner as to protect adjacent structures.
- B. Dewatering shall consist of furnishing all plans, labor, equipment and materials, and performing all work to design, construct, and operate dewatering systems, dispose of the water from the operation and maintain in a safe and dewatered condition the areas on which the construction work will be performed, and remove the dewatering system upon completion of the work.
- C. Dewatering systems shall be equipped with calibrated meters that register in gallons to measure dewatering volumes.

#### 1.02 DEWATERING PLAN

- A. CONTRACTOR shall submit for the DISTRICT'S review, drawings and data showing proposed plan for dewatering of all work areas, which shall include the planned method of dewatering, excavation plan, location and capacity of such facilities as dewatering wells, well points, pumps, sumps, collection and discharge lines, standby units proposed, receiving streams, and protective fills and ditches required for control of groundwater and surface water. The plan for dewatering shall be submitted a minimum of sixty (60) calendar days in advance of commencing dewatering activities . CONTRACTOR shall furnish such other information as may be required for the complete under-standing and analysis of the dewatering and excavation plan by DISTRICT. Information on groundwater conditions may be found in the Soil Investigation Reports listed in Section 00210, Investigations and Reports of the Special Provisions. CONTRACTOR is advised that the reports present conditions which existed at the time of the investigation.
- B. Review by DISTRICT will not relieve CONTRACTOR of the responsibility for the adequacy of the dewatering and excavation plan, compliance with dewatering permit requirements or for furnishing all equipment, labor, and materials necessary for performing the various parts of the work. If, during the progress of the work, it is determined by DISTRICT that the dewatering system and excavation plan are inadequate, not in compliance with discharge requirements, or CONTRACTOR'S plan of construction is inoperative, CONTRACTOR shall, at CONTRACTOR'S expense, furnish, install, and operate such additional dewatering equipment and make such changes in other features of the plan or operation as may be necessary to perform the work in a manner satisfactory to the DISTRICT. CONTRACTOR shall, at CONTRACTOR'S expense, pay any fines

or penalties assessed against CONTRACTOR or DISTRICT by the Regional Water Quality Control Board (RWQCB) and other applicable agencies as a result of noncompliance with dewatering discharge requirements under DISTRICT's permit. In addition, CONTRACTOR shall be subject to, at DISTRICT's discretion, a fee by DISTRICT as compensation for DISTRICT administrative costs associated with each non-compliance occurrence. The fee shall be in an amount to pay DISTRICT's actual costs, or \$5,000, whichever is greater.

### **1.03 DEWATERING REPORTING**

CONTRACTOR shall comply with all permit and monitoring and reporting requirements for the permit under which CONTRACTOR is operating. Specifically, CONTRACTOR shall prepare and submit the below report to DISTRICT for submittal to the RWQCB at least sixty (60) calendar days prior to the planned discharge. The CONTRACTOR shall be responsible for responding to DISTRICT or RWQCB comments and for incorporating any requested revisions into the report. The CONTRACTOR shall not commence work until receiving written acknowledgement from the DISTRICT and/or RWQCB that the report is accepted.

- A. Report shall include the following:
  - 1. Characterization of the proposed discharge
  - 2. The estimated average and maximum daily flow rates
  - 3. A schedule detailing the frequency and duration of the planned discharge(s)
  - 4. The affected receiving water(s)
  - 5. A description of the proposed treatment system (if appropriate)
  - 6. A map showing the path from the point of initial discharge to the ultimate location of the discharge
  
- B. CONTRACTOR shall be responsible for conducting monitoring required under the permit and any additional monitoring requested by the DISTRICT and/or RWQCB. All monitoring and report preparation shall be conducted as specified in the permit under which dewatering is occurring. Reports shall be forwarded to DISTRICT by the 20<sup>th</sup> of the month for submittal by DISTRICT to the RWQCB. The reports shall include a cover letter noting any violations and a description of any actions taken to correct the violations.

**END OF SECTION**

## SECTION 01200

### REQUESTS FOR INFORMATION (RFI)

#### 1.01 GENERAL

- A. CONTRACTOR shall submit a Request for Information (RFI) to DISTRICT if CONTRACTOR:
1. requires instruction pursuant to General Provision Article 6.14, Errors or Discrepancies Noted by CONTRACTOR,
  2. raises a question requiring clarification,
  3. requests product or material changes,
  4. requests design changes, or
  5. requires other information from DISTRICT.

#### 1.02 RFI SUBMITTAL PROCEDURE

All RFIs shall be submitted on DISTRICT Forms and shall include all backup information. Backup information shall include, but not be limited to, CONTRACTOR verified field measurements, quantities, dimensions, installation requirements, materials, catalog number, and any other information that will assist the DISTRICT in reviewing the RFI. A copy of RFI form can be found in Appendix.

#### 1.03 DISTRICT RESPONSE

Within ten (10) days of receipt of RFI, DISTRICT will either return a response to the RFI or notify CONTRACTOR when a response will be issued.

#### 1.04 COMMENCEMENT OF RFI-RELATED WORK

No portion of the work requiring instruction from DISTRICT shall begin until RFI has been reviewed by DISTRICT and returned to CONTRACTOR with instruction or with notation indicating DISTRICT response is not necessary.

**END OF SECTION**

## SECTION 01300

### TRAFFIC REGULATION

#### 1.01 GENERAL

- A. Traffic shall be maintained at those locations indicated and in conformance with the plans and specifications.
- B. Furnish, construct, maintain, and remove detours, road closures, lights, signs, barricades, fences, flares, miscellaneous traffic devices, flagmen, drainage facilities, paving, and such other items and services as are necessary to adequately safeguard the public from hazard and inconvenience. All such work shall comply with the ordinances, directives, permits, and regulations of authorities with jurisdiction over the public roads in which the construction takes place and over which detoured traffic is routed by the Contractor.
- C. Prior to the start of construction operations, ~~notification~~notifications shall be given to the police and fire departments in whose jurisdiction the project lies, giving the expected starting date, completion date, and the name and telephone number of the responsible person who may be contacted at any hour in the event of a condition requiring immediate correction.

#### 1.02 CONSTRUCTION SIGNING

- A. Construction signing used for handling traffic and public convenience shall conform to the latest edition of the State of California, Department of Transportation, "Manual of Traffic Controls for Construction and Maintenance Work Zones" and "Work Area Traffic Control Hand-book" (WATCH) published by Buildings News Incorporated. In case of conflict between the two previously referenced manuals with regard to recommended sign spacing, the manual, which is more stringent, shall be used.
- B. Signs shall be illuminated or reflectorized when they are used during hours of darkness. Cones, pylons, barricades, or posts used in the diversion of traffic shall be provided with flashers or other illumination if in place during hours of darkness.
- C. A 24-hour emergency service shall be maintained to remove, install, relocate, and maintain warning devices. The names and telephone numbers of three persons responsible for this emergency service shall be furnished to the agency having jurisdiction over traffic control for the project. If any of these persons do not promptly respond or the jurisdictional agency deems it necessary to call out other forces to accomplish emergency service, the Contractor will be held responsible for the cost of such emergency service.

### 1.03 VEHICULAR TRAFFIC CONTROL

- A. Traffic control within the \_\_\_\_\_ shall conform to the ordinances and regulations of the \_\_\_\_\_.

*List the jurisdictional agency having authority over traffic control.*

- B. The failure of the Contractor to maintain construction signing, delineators, or barricading at all times to the satisfaction of the \_\_\_\_\_ shall be sufficient cause for closing down the work until such equipment is in satisfactory condition. All costs associated with the stoppage of work, loss of production, costs of restart, etc., shall be borne by the Contractor.
- C. A minimum 2-foot clearance between the curb face or edge of pavement, and a 5-foot clearance between the edge of excavation and the edge of any traffic lane shall be maintained at all times. Shoring members, beams, or other obstructions shall not be permitted within the 2-foot clearance between the edge of excavation and the edge of any traffic lane. Any projections or activity within 2 feet to 5 feet from the adjacent traffic lane must be protected by a solid concrete barrier (K-rail). "NO PARKING" signs shall be placed as necessary.
- D. Work areas adjacent to the existing traffic lane shall be delineated in accordance with the requirements for the normal posted speed limit. The Contractor shall post signing, barricades, and delineators to provide clear guidance to traffic as approved by the jurisdictional agency having authority over traffic control.

### 1.04 PEDESTRIAN TRAFFIC CONTROL AND SAFETY

- A. Fencing or other means of securement shall be provided to preclude unauthorized entry ~~to~~into any excavation during all nonworking hours on a 24-hour basis including weekends and holidays. Fencing shall be a minimum of 6 feet high around the entire ~~excavation, and excavation and~~ shall consist of a minimum 9-gage chain link type fence sturdy enough to prohibit toppling by children or adults. There shall be no openings under the wire large enough for any child to crawl through. Gates shall be locked if no adult is in attendance. Warning signs shall be placed at 50-foot centers on the outside of the fence with the statement "DEEP HOLE DANGER."

### 1.05 ACCESS TO ADJACENT PROPERTIES

- A. Reasonable access from public streets to all adjacent properties shall be maintained at all times during construction. Prior to restricting normal access from public streets to adjacent properties, each property owner or responsible person shall be informed of the nature of the access restriction, the approximate duration of the restriction, and the best alternate access route for that particular property.

## 1.06 PERMANENT TRAFFIC CONTROL DEVICES

- A. Existing permanent traffic control signs, barricades, and devices shall remain in effective operation unless a substitute operation is arranged for and approved as a portion of vehicular traffic control above. Replacement work shall be in accordance with the ordinances and regulations of the \_\_\_\_\_.

*List the jurisdictional agency having authority over traffic control.*

- B. Restriping of Streets

Any permanent restriping that is required shall be done by the Contractor. The Contractor is cautioned to check with the \_\_\_\_\_ to ascertain the extent and specifications for restriping. Full compensation for restriping within the \_\_\_\_\_ shall be included in the contract unit price for which such work is appurtenant thereto. Temporary striping required for traffic control during construction shall also be done by the Contractor with full compensation to be included in the contract unit price for which such work is appurtenant, and no additional allowance shall be given. Temporary striping includes any striping required on any pavement replaced prior to the final surface course. The Contractor shall remove any permanent striping that conflicts with the detour plan and all detour striping completely, prior to ~~replacement~~ ~~of~~ ~~replacing~~ any final striping, by sandblasting only. Painting out existing striping shall not be permitted. Any damaged or obliterated raised pavement markers shall also be replaced in accordance with the appropriate standard with compensation for such work and materials included in the unit contract price for which such work is appurtenant.

*List the jurisdictional agency having authority over traffic control and the limits of street restriping.*

- C. Traffic Control Wire Loops

Traffic control wire loops which are cut, removed, or otherwise disturbed for construction of the pipeline shall be replaced to the exact original position. Replacement work shall be in accordance with Section 86-5.01A of the State of California, Department of Transportation, Standard Specifications. The number of turns in the loop shall be in accordance with the manufacturer's specifications for the vehicle detector.

Detector lead-in conductors, cable, inductive loop conductor, and epoxy shall conform to the provisions of Section 86 of the State of California, Department of Transportation, Standard Specifications. The cable shall not be spliced. Splices to lead-in conductors shall be made in pull boxes and soldered, wrapped, and waterproofed after sensitivity check at tuning turn on. Inductive loop wires shall be labeled in the pull box, identifying the loop and the direction of current flow. Saw cuts for inductive loop wire shall be of a width such that the loop wires will fit within the cut snugly but without need for forcing of the wire.

Damaged traffic signal conduits shall be replaced to the nearest pull box, including new wire, back to the terminal, and/or back to the signal controller to the satisfaction of the agency having jurisdiction over the equipment.

Damaged traffic loops or signal ~~conduit~~conduits shall be repaired before proceeding to the construction phase. Two traffic signal vehicle heads shall be visible at all times to vehicular traffic at signalized intersections during construction.

#### **1.07 PAYMENT**

Payment for conforming to all of the traffic control and pedestrian safety requirements of these specifications shall be considered to be included in the contract unit or lump-sum price paid for the various items of work wherein maintenance of traffic control and detours is required. No additional allowance will be given for maintenance of traffic control and detours.

**END OF SECTION**

## SECTION 01330

### STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

#### 1.01 GENERAL

- A. The CONTRACTOR shall procure, implement, monitor, and maintain the Storm Water Pollution Prevention Plan (SWPPP) for the purpose of preventing the discharge of pollutants from the Project site into receiving waters. This includes the elimination of pollution discharges such as improper dumping, spills or leakage from storage tanks or transfer areas.
- B. The CONTRACTOR shall comply with local, state, and federal regulations, with the following as minimum requirements:
  - 1. California Stormwater Quality Association (CASQA) Best Management Practice Handbook for Construction Activity (BMP Handbook), latest Edition.
  - 2. Construction General Permit, Order 2022-0057-DWQ, which is available online at <https://www.waterboards.ca.gov/>.
  - 3. Project specific SWPPP.
- C. The CONTRACTOR shall certify the Project has met all conditions of the Construction General Permit (CGP).

#### 1.02 MATERIALS

- A. Provide the quality, grade and type of materials as specified in Best Management Practices (BMP) Handbook and Project specific SWPPP.

#### 1.03 STORM WATER POLLUTION PREVENTION PLAN

- A. The draft SWPPP and related permit application are included in the Appendix.
- B. The DISTRICT will assign a Legally Responsible Person (LRP).
- C. The CONTRACTOR shall finalize the draft SWPPP with Qualified SWPPP Practitioner's (QSP) information, Qualified SWPPP Developer's (QSD) information, and shall implement, manage, maintain, and ensure compliance with the CGP.

#### 1.04 IMPLEMENTATION

- A. The CONTRACTOR shall designate a ~~QSP~~,QSP that has a full understanding of the latest CGP, to implement the inspections and reporting as required by the CGP.
- B. The CONTRACTOR shall designate a QSD for the project, that has a full understanding of the latest CGP and Project specific SWPPP, to modify and implement the changes, inspections, and reporting as required by the CGP. The QSD may serve as the QSP.
- C. The CONTRACTOR shall complete the application form and upload the Notice of Intent (NOI) to the California Storm Water Multiple Application and Report Tracking System (SMARTS) for DISTRICT review prior to the LRP's submission to the Regional Water Quality Control Board (RWQCB). CONTRACTOR shall pay all permit fees.
- D. The CONTRACTOR shall install perimeter erosion control measures prior to starting Work at the Project Site. The CONTRACTOR shall also install erosion control measures on disturbed areas after 14 days of inactivity or sooner if rain is imminent. The installed BMPs shall match the SWPPP map at all times.
- E. The QSD shall amend the SWPPP to reflect current site conditions or when significant changes to BMPs are made.
- F. Upon Substantial Completion, CONTRACTOR shall:
  - 1. Leave storm water pollution prevention controls in place when required for post-construction storm water management and remove those that are not needed as determined by DISTRICT.
  - 2. Ensure the post-construction storm water operation and maintenance plan, as described in the compliance certifications, are in place at Final Completion.
  - 3. Prepare and upload Notice of Termination (NOT); and pay any outstanding permit fees.

## 1.07 MONITORING

- A. At a minimum, the QSP shall conduct monthly visual BMP inspections. The CONTRACTOR shall ensure that the site BMPs comply with the SWPPP requirements at all times.
- B. The CONTRACTOR shall conduct site inspections for a Qualifying Precipitation Event prior to, during, and after such storm events, as required by the CGP.
- C. The CONTRACTOR shall designate a QSD to perform semi-annual SWPPP

inspections, as required by the CGP.

- D. The QSP is responsible for uploading the monitoring information to SMARTS, as required.
- E. In accordance with the CGP, the CONTRACTOR shall collect samples at the discharge locations and analyze the samples, as required, for the Risk Level indicated in the SWPPP.
- F. In accordance with the CGP, the QSP and QSD shall perform an on-site visual inspection within 14 calendar days after a numeric action level exceedance.
- G. Annual Reports: The DISTRICT LRP will submit the Annual Report to the RWQCB by September 1 every year. The Annual Report shall cover the period of July 1 through June 30. The CONTRACTOR shall develop and upload the completed Annual Report to SMARTS by July 24. The DISTRICT shall review the Annual Report, provide comments, and upon CONTRACTOR resolution of the comments, the LRP will submit the final Annual Report to the RWQCB via SMARTS.
- H. Ad-Hoc Reports: The DISTRICT LRP will submit the Ad-Hoc Report to the RWQCB within 10 days of an NAL exceedance or within 30 days of the conclusion of a Qualifying Precipitation Event if there is no NAL exceedance. The CONTRACTOR shall develop and upload the completed Ad-Hoc Report to SMARTS within 5 days of an NAL exceedance or within 14 days of the conclusion of a Qualifying Precipitation Event if there is no NAL exceedance. The DISTRICT shall review the Ad-Hoc Report, provide comments, and upon CONTRACTOR resolution of the comments, the LRP will submit the final Ad-Hoc Report to the RWQCB via SMARTS. If requested by the Regional Water Board, the CONTRACTOR shall develop and submit to the DISTRICT LRP and NAL Exceedance Report within 14 days of notice from the RWQCB. The DISTRICT shall review the NAL Exceedance Report, provide comments, and upon CONTRACTOR resolution of the comments, the LRP will submit the NAL Exceedance Report to the RWQCB via SMARTS.

## **1.08 LIABILITIES AND PENALTIES**

- A. Review of the SWPPP and inspection log by DISTRICT shall not relieve CONTRACTOR from liabilities arising from non-compliance of storm water pollution regulations.
- B. Payment of penalties for non-compliance by CONTRACTOR shall be the sole responsibility of CONTRACTOR.

- C. Compliance with the CGP is the sole responsibility of CONTRACTOR. Any fine levied against DISTRICT due to non-compliance by CONTRACTOR, shall entitle the DISTRICT to recover all costs of the fine by appropriate assessment.

## **1.09 CHANGE OF INFORMATION**

- A. The CONTRACTOR shall be responsible for monitoring the changes to the SWPPP including, but not limited to, the changing of site conditions and the project start and completion dates. Such changes shall be documented in a Change of Information (COI), prepared by the CONTRACTOR. The QSD shall review the COI prior to certification by the LRP.

## **1.10 MISCELLANEOUS**

- A. The CONTRACTOR shall:
  - 1. Be responsible for all water pollution control work.
  - 2. Be the QSP's primary contact for all water pollution control work.
  - 3. Have the authority to mobilize resources (crews, supplies, and equipment) to make immediate repairs of water pollution control measures or to supplement water pollution control measures to maintain compliance with all federal, state, and local laws, ordinances, and regulations related to the protection of water quality, including the General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities.
- B. Unless otherwise directed by the DISTRICT, the CONTRACTOR's responsibility for SWPPP implementation shall continue throughout any temporary suspension of work.
- C. The DISTRICT may withhold progress payments or order the suspension of construction operations without an extension of the contract time if the CONTRACTOR fails to comply with the requirements of the CGP as determined by the DISTRICT.
- D. All BMP repairs shall be implemented by the CONTRACTOR within 72 hours of identification of failures or other shortcomings by the QSD, QSP, or the DISTRICT. All BMP repairs shall also be implemented by the CONTRACTOR as soon as possible prior to the next forecasted precipitation event, as defined in the CGP.
- E. Payment for SWPPP measures shall be on a bid item basis, and shall include full compensation for the work performed, including implementing, installing,

constructing, operating, maintaining, and removing and disposing of temporary BMPs, performing the observations, inspections, sampling, analysis, reporting, and street sweeping, and as specified in the CASQA Handbooks, CGP, SWPPP, Municipal Permit and these Special Provisions, and as directed by the DISTRICT. CONTRACTOR shall include per item costs for all BMP consumables, as shown in the SWPPP. Generally, these shall include, but not limited to, fiber rolls, silt fence, tracking controls, erosion controls (spray-on binders or rolled erosion control products, etc.).

- F. This work includes street sweeping. The SWPPP shall describe and include the use of street sweeping as a water pollution control practice for sediment control and tracking control. Street sweeping shall also conform to all applicable AQMD requirements. No dirt shall be allowed to be tracked on project roadways, or roadways adjacent to the project.
- G. At project closeout, CONTRACTOR shall submit SWPPP binder to DISTRICT.

**END OF SECTION**

## SECTION 01400

### PRECONSTRUCTION AND POST CONSTRUCTION CONFERENCES

#### 1.01 PRECONSTRUCTION CONFERENCE

- A. Upon issuance of Notice to Proceed, or earlier when mutually agreeable, DISTRICT will arrange a preconstruction conference.
- B. CONTRACTOR'S superintendent, DISTRICT, Engineer/Architect representatives of utilities, major subcontractors and others involved in performance of the Work, and others necessary to agenda shall attend Preconstruction Conference.
- C. DISTRICT will preside at conference.
- D. Purpose of Conference: To establish working understanding between parties and to discuss Construction Schedule, shop drawing and other submittals, cost breakdown of major lump sum items, processing of submittals and applications for payment, and other subjects pertinent to execution of the Work.
- E. Agenda will include:
  - 1. Adequacy of distribution of Contract Documents.
  - 2. Distribution and discussion of list of major subcontractors and suppliers.
  - 3. Proposed progress schedules and critical construction sequencing.
  - 4. Major equipment deliveries and priorities.
  - 5. Project coordination.
  - 6. Permits and Permit Conditions.
  - 7. Environmental (CEQA) Mitigation Requirements.
  - 8. Designation of responsible personnel.
  - 9. Procedures and Processing of:
    - a. Field decisions
    - b. Proposal requests
    - c. Submittals

- d. Change Orders
- e. Applications for Payment
- f. Record Documents

10. Use of Premises:

- a. Office, construction, and storage areas
- b. DISTRICT'S requirements

11. Construction facilities, controls, and construction aids

12. Coordination of construction with DISTRICT operations and others

13. Temporary utilities

14. Safety, security and emergency response ~~and first aid~~ procedures

~~15. Security procedures~~

~~15.~~ Housekeeping procedures

- F. DISTRICT will record minutes of meeting and distribute copies of minutes within seven (7) days of meeting to participants and interested parties.

## 1.02 POST CONSTRUCTION MEETING

- A. Meet with DISTRICT and inspect the Work eleven (11) months after the date of recording by the County of the Notice of Completion of the Work.
- B. Arrange meeting at least seven (7) days before meeting.
- C. Meet in DISTRICT'S office or other mutually agreed upon place.
- D. Inspect the Work and draft list of items to be completed or corrected.
- E. Review service and maintenance ~~contracts, and~~ contracts and take appropriate corrective action when necessary.
- F. Complete or correct defective work and extend correction period accordingly.
- G. Require attendance of Superintendent, appropriate manufacturers and installers of major units of constructions, and affected subcontractors.

### END OF SECTION

## SECTION 01410

### CONSTRUCTION SAFETY PROCEDURES

#### 1.01 GENERAL

- A. CONTRACTOR shall ~~assure~~ensure that each employee is trained in the work practices necessary to safely perform his/her job.
- B. CONTRACTOR shall ~~assure~~ensure that each employee is instructed in the known potential hazards related to his/her job and the process, and the applicable provisions of the emergency action plan for the plant or facility as covered during CONTRACTOR safety orientation.
- C. CONTRACTOR shall document that each employee has received and understood the training required. The documentation shall contain the identity of the employee, the date of training, and the means used to verify that the employee understood the training. Documentation shall be submitted to DISTRICT upon request.
- D. CONTRACTOR shall ensure all employees and subcontractor employees are identified with the employee's name or logo affixed to either their uniform, hardhat, or an alternate method for easy identification.
- ~~D.E.~~ CONTRACTOR shall advise DISTRICT of any unique hazards presented by the CONTRACTOR'S work.
- ~~E.F.~~ CONTRACTOR shall immediately notify DISTRICT of any hazards found or discovered during the course of the work.

#### 1.02 CONSTRUCTION SAFETY

- A. CONTRACTOR shall submit a Construction Safety Plan detailing the methods and procedures for complying with California Labor Code Section 6401.7, Federal, and local health and safety laws, rules and requirements for the duration of the contract time. The District's DISTRICT's review and any comments on the Construction Safety Plan are not to certify or approve the safety measures selected by the CONTRACTOR. The plan shall include the following:
  - 1. ~~Identification of the Safety Officer (or Consultant), who will prepare, initiate, maintain and supervise safety programs, and procedures.~~
  - Project Summary – Describe the project work to be performed. Major elements of the project must be described in sufficient detail to understand the hazards that will be addressed and must include the CONTRACTOR's health and safety policy statement and references.

2. Key Personnel and Responsibilities – List of key project safety personnel, identifying the roles, responsibilities, and qualifications for each. At a minimum, the key personnel shall include the Corporate Health and Safety Director/Manager, on-site Health & Safety Professional and any other individuals that are responsible for implementing the site safety plan. Telephone numbers are to be included for each person identified.
3. Hazard Evaluation – Include job hazard assessments to identify any potential chemical and/or physical hazards. Identify the hazards and the steps that will be taken to eliminate such hazards.
4. Personal Protective Equipment and Monitoring – Identify personal protective equipment (PPE) and protective measures for each task based on the hazard evaluation.
5. Site Control Measures – Identify and describe procedures that shall be used to establish and maintain worksite control.
6. Training Requirements – Include health and safety training requirements for the project, including compliance with applicable sections of CFR 1926 and Title 8 CCR Sections 1500-1962. Document and verify training compliance for all field personnel.
7. Emergency Procedures – Identify and describe procedures to be implemented in the event of an onsite emergency. Provide a table of emergency contacts and include a hospital route map depicting the nearest hospital.
8. Documentation – Ensure regulatory record keeping requirements are met. Records shall be made available to the DISTRICT upon request.
- ~~2. Procedures for providing workers with an awareness of safety and health hazards expected to be encountered in the course of construction.~~
- ~~3. Safety equipment appropriate to the safety and health hazards expected to be encountered during construction.~~

- ~~4. Methods for minimizing employees' exposure to safety and health hazards expected during construction.~~
- ~~5. Procedures for reporting safety or health hazards.~~
- ~~6. Procedures to follow to correct a recognized safety and health hazard.~~
- ~~7. Procedures for investigation of accidents, injuries, illnesses and unusual events that have occurred at the construction site.~~
- ~~8. Periodic and scheduled inspections of general work areas and specific workstations.~~
- ~~9. Training for employees and workers at the jobsite.~~
- ~~10. Methods of communication of safe working conditions, work practices and required personal protection equipment.~~

- B. CONTRACTOR shall assume responsibility for every aspect of Health and Safety on the jobsite, including the health and safety of Subcontractors, suppliers, and other persons on the jobsite.
- C. CONTRACTOR'S Safety Officer shall periodically review job safety information and reports and make recommendations concerning worker health and safety at the jobsite.
- D. CONTRACTOR shall employ health and safety measures specified by the Safety Officer, as necessary, for workers in accordance with OSHA guidelines.
- E. CONTRACTOR shall transmit to DISTRICT copies of reports and other documents related to accidents or injuries encountered during construction.

### **1.03 SAFETY PROCEDURES**

- A. Accident Prevention:
  1. Exercise precautions throughout construction for protection of persons and property.
  2. Observe safety provisions of applicable Laws and Regulations.
  3. Guard machinery and equipment and eliminate other hazards.
  4. Make reports required by authorities having jurisdiction, and permit safety inspections of the Work.

5. Before commencing construction Work, take necessary action to comply with provisions for safety and accident prevention.
- B. Barricades:
1. Place barriers at ends of excavations and along excavations to warn pedestrian and vehicular traffic of excavations.
  2. Provide barriers with flashing lights after dark.
  3. Keep barriers in place until excavations are entirely backfilled and compacted.
  4. Barricade excavations to prevent persons from entering excavated areas in streets, roadways, parking lots, treatment plants, or other public or private areas.
- C. Warning Devices and Barricades: Adequately identify and guard hazardous areas and conditions by visual warning devices and, where necessary, physical barriers.
1. Devices shall conform to minimum requirements of OSHA and State agency which administers OSHA regulations where Project is located.
- D. Hazards in Public Right-of-Way:
1. Mark at reasonable intervals, trenches and other continuous excavations in public right-of-way, running parallel to general flow of traffic, with traffic cones, barricades, or other suitable visual markers during daylight hours.
    - a. During hours of darkness, provide markers with torches, flashers, or other adequate lights.
  2. At intersections or for pits and similar excavations, where traffic may reasonably be expected to approach head on, protect excavations by continuous barricades.
    - a. During hours of darkness, provide warning lights at close intervals.
- E. Hazards in Protected Areas: Mark or guard excavations in areas from which public is excluded, in manner appropriate for hazard.

- F. Above Grade Protection: On multi-level structures, provide safety protection that meets requirements of OSHA and State agency which administers OSHA regulations where Project is located.
- G. Protect existing structures, trees, shrubs, and other items to be preserved on Project site from injury, damage or destruction by vehicles, equipment, ~~worker~~workers or other agents with substantial barricades or other devices commensurate with hazards.
- H. Fences: Enclose site of the Work with fence adequate to protect the Work against acts of theft, violence and vandalism.

**END OF SECTION**

**SECTION 01420**  
**CONFINED SPACES**

**1.01 GENERAL**

- A. Attention is directed to the provisions of :
1. Article 108 of the General Industry Safety Orders, Title 8, California Code of Regulations.
  2. Article 4 of the Construction Safety Orders, Title 8, California Code of Regulations.
- B. The General Industry Safety Orders define a confined space as a space that: (1) is large enough and so configured that a person can bodily enter and perform work, and (2) has limited or restricted means for entry and exit, and (3) is not designed for continuous occupancy.
- C. Confined spaces shall be as described above, and shall include the interior of storm drains, sewers, vaults, utility pipelines, manholes, reservoirs, and any other such structure which is similarly surrounded by confining surfaces so as to permit an oxygen deficient atmosphere or the accumulation of dangerous gases or vapors.
- D. A Permit Required Confined Spaces is defined as a confined space that has one or more of the following characteristics:
1. Contains a hazardous atmosphere,
  2. Contains a liquid or solid materials that can engulf an entrant,
  3. A configuration that can trap and suffocate an entrant,
  4. Mechanical or electrical hazards, or
  5. Contains any other recognized serious safety and health hazard.
  6. Contains unknown atmospheric environment.

The general industry regulations define a Non-Permit Required Confined Space as a confined space that does not contain or, with respect to atmospheric hazards, have the potential to contain any hazard capable of causing death or physical harm.

- E. Confined spaces shall be considered permit-required confined spaces (PRCS) until proven safe from atmospheric hazards by testing and ventilation; and until evaluated as safe from any other serious safety or health hazards.

## **1.02 CONFINED SPACE OPERATING PROCEDURES**

- A. CONTRACTOR shall submit confined space operating and rescue procedures to the DISTRICT for record keeping purposes. Procedures shall conform to the applicable provisions of Article 108, General Industry Safety Orders, Title 8, California Code of Regulations.
- B. CONTRACTOR shall test for the presence of combustible or dangerous gases and/or oxygen deficiency in confined spaces using an approved device immediately prior to a worker entering the confined space, and at intervals frequent enough to ensure a safe atmosphere during the time a worker is in such a structure. A record of such tests shall be kept at the jobsite.
- C. Employees shall not be permitted to enter a confined space, where tests indicate the presence of a hazardous atmosphere, unless the employee is wearing suitable and approved respiratory equipment, or until such time that continuous forced air ventilation has removed the hazardous atmosphere from the confined space.
- D. Confined spaces that contain or that have last been used as containers of toxic gases, light oils, hydrogen sulfide, corrosives, or poisonous substances, shall, in every case, be tested by means of approved devices or chemical analysis before being entered without wearing approved respiratory equipment.
- E. Sources of ignition shall be prohibited in any confined space until after the atmosphere within the confined space has been tested and found safe.
- F. Reservoirs, vessels, or other confined spaces having openings or manholes in the side as well as in the top shall be entered from the side openings or manholes when practicable.
- G. CONTRACTOR shall coordinate entry operations with DISTRICT when both CONTRACTOR personnel and DISTRICT personnel will be working together as authorized entrants into a permit-required confined space.
- H. CONTRACTOR shall submit to DISTRICT a photocopy of the canceled permit at the conclusion of the entry operation. This information is for record-keeping purposes ~~only, and only~~ and is not intended to provide enforcement of confined space regulations.

**END OF SECTION**

## SECTION 01430

### HAZARDOUS SUBSTANCES COMMUNICATION

#### 1.01 REFERENCE

- A. General Requirements Section 01430

#### 1.02 GENERAL

- A. The following hazardous substances are known to be present or will be encountered during performance of the work.
  - 1. *List all hazardous substances, or if none, indicate “none” in the space above. A ~~listing~~list of hazardous substances for various District facilities ~~as compiled by local fire departments~~ is available from the IRWD Water Quality and Safety & Security Departments.*
- B. Safety Data Sheets (SDS) for each known hazardous substance can be found in the Appendix.

#### 1.03 PROCESS OVERVIEW

*For projects where work on existing chlorine, ammonia, or other hazardous chemical facility will take place, describe the existing process and known potential hazards.*

## SECTION 01435

### HAZARDOUS SUBSTANCE PROCEDURES

#### 1.01 REFERENCES

- A. California Health and Safety Code, Section 25117.
- B. United States Code of Federal Regulation (CFR), Title 29 and Title 40.
- C. State of California Code of Regulations (CCR), Title 8 and Title 22.
- D. Steel Structure Painting Council – PA Guide 3.
- E. 29 CFR 1910.1000.
- F. 29 CFR 1910.134.
- G. Steel Structure Painting Council:
  - 1. Guide 61 – Guide for Containing Debris Generated During Paint Removal Operations.
  - 2. Guide 71 – Guide for the Disposal of Lead-Contaminated Surface Preparation Debris.

#### 1.02 GENERAL

- A. CONTRACTOR shall inform DISTRICT and other affected persons of hazardous substances that are brought onto the jobsite or suspected hazardous substances which are encountered during performance of the work. CONTRACTOR shall notify such agencies as required to be notified by law or by regulation of the presence of hazardous substances.
- B. Definitions
  - 1. Hazardous substance: Defined as any substance included in the list (Director’s List) of hazardous substances prepared by the Director, California Department of Industrial Relations, pursuant to Labor Code Section 6382. Includes hazardous waste as defined herein.
  - 2. Hazardous waste: A waste or combination of wastes as defined in 40 CFR 261.3, or regulated as hazardous waste in California pursuant to Chapter 11, Division 4.5, Title 22, California Code of Regulations, and Chapter

6.5, Division 20, California Health and Safety Code, or those substances defined as hazardous wastes in 49 CFR 171.8.

- C. CONTRACTOR shall provide plans, procedures, and controls to be used when encountering hazardous substances during performance of the work.
- D. Prior to commencing work, and where it is known or suspected that hazardous substances will be encountered, CONTRACTOR shall submit a copy of its hazard communication program to DISTRICT. Program shall describe CONTRACTOR'S communication procedures and shall give evidence of employees training for complying with procedures.
- E. CONTRACTOR shall designate a Certified Industrial Hygienist to issue instructions and recommendations for worker safety in the event a hazardous substance is encountered.
- F. CONTRACTOR shall file request for adjustment of Contract Price or Time due to the finding of hazardous materials at the ~~work-site~~worksite, in accordance with Article 14 of the General Provisions.

### 1.03 HAZARDOUS SUBSTANCE PROCEDURES

- A. For work where hazardous substances will be present or encountered, CONTRACTOR shall:
  - 1. Submit to DISTRICT a Site Safety and Health Plan. A copy of the plan shall be made available to the jobsite while work is being performed.
  - 2. Submit to DISTRICT a Materials Disposal Plan.
  - 3. Submit to DISTRICT a Safety Data Sheet (SDS) for each hazardous substance proposed to be used or encountered at the jobsite. SDS shall be submitted prior to commencing work.
  - 4. Exercise extreme care when handling or disposing of materials or substances that are listed as hazardous substances in Section 8-339 of California Occupational Safety and Health Regulations, Title 8, California Code of Regulations, or in Title 26 (Toxics) of the California Code of Regulations, or as evidenced by the manufacturer's SDS.
  - 5. Immediately notify DISTRICT of any spill of material that is, or contains, a hazardous substance, including, but not limited to, motor oil, hydraulic fluid, or other petroleum products and hazardous materials or ~~wastes~~waste used or generated on site. DISTRICT personnel will notify the proper

authorities of the spill and will specify the necessary measures to be taken by the CONTRACTOR to neutralize and/or remove the hazardous substance.

- B. For work where materials suspected of containing hazardous substances are encountered, CONTRACTOR shall immediately comply with the requirement set forth above in Paragraph A, as well as the following:

1. Sampling and Testing

Contractor shall sample and test all materials suspected of containing hazardous substances to determine if they are classifiable as hazardous wastes that must be disposed of at a Class I disposal site, or non-hazardous wastes that must be disposed of at a Class II or Class III disposal site. All sampling and testing shall be performed by a laboratory that complies with and is certified under the Environmental Laboratory Accreditation Program (ELAP) of the California Department of Health Services.

2. Hazardous Substances that may be Encountered

All the materials listed below that are to be disposed of from the site shall be sampled and analyzed for hazardous constituents. Analytical reports shall be submitted to the DISTRICT prior to disposing of each material.

- a. Sandblast Media, sealant, soil
- b. Wastewater, sediments
- c. Metals analyses will include the following 17 metals:

Antimony, Arsenic, Barium, Beryllium, Cadmium, Chromium, Copper, Cobalt, Lead, Mercury, Molybdenum, Nickel, Selenium, Silver, Thallium, Vanadium and Zinc

3. Handling Samples

- a. Each sample shall have an identifying sample number assigned by the CONTRACTOR when the sample is taken. Sample number shall be included on the sampling chain of custody and in all reports, correspondence, and other documentation related to the sample. Each sample shall have a sampling chain of custody. Chain of custody shall show the name and organization of each person having custody of the sample, and shall also show the sample number, job name and location, time of day and date sample taken, material sampled, and tests to be performed.

District's Representative will witness sampling and may take samples for DISTRICT records and for additional analyses if required. Notify the DISTRICT at least 24 hours prior to sampling.

- b. District's Representative will witness sampling and may take samples for DISTRICT records and for additional analyses if required.
- c. District's Representative will review laboratory analysis results and will obtain a Hazardous Waste Generator's EPA ID Number if required.

#### 4. Disposal

- a. District's Representative will give CONTRACTOR written notice to dispose of all or a portion of material at a Class I disposal site if the District's Representative determines that such disposal is required based on review of analytical results of samples collected in accordance with sampling plan. Non-hazardous waste shall be disposed of in either a Class II or Class III facility dependent on material composition and landfill requirements.
- b. Remove and handle the material as hazardous until the District's Representative has reviewed the required laboratory analysis and determined the appropriate classification. Materials from different sites shall not be transported or mixed until the material is determined to be non-hazardous. Excavation materials shall be stored or stockpiled at each site until classified.
- c. Transport materials in accordance with all local, state, and federal laws, rules, and regulations. Submit hazardous waste shipping manifests to the DISTRICT'S Representative within five (5) days of ~~offhaul~~ off haul. Include the name, address, EPA Identification Number and Hauler License Number of the transport company and the EPA Identification Number of the disposal site.

### 1.04 SUBMITTALS

#### A. Site Safety and Health Plan

- 1. Plan shall be approved by a Certified Industrial Hygienist and shall comply with all applicable requirements of the Federal Resource

Conservation and Recovery Act, Title 8, Title 22, and Title 26 of the California Code of Regulations, and all applicable regulations of all local, state, and federal agencies having jurisdiction over the safety and health hazards of all phases of the work to be performed.

2. Submit name of individual who has been designated as the site safety and health supervisor.

**B. Materials Disposal Plan**

1. Prepare a materials disposal plan that complies with all applicable requirements of the Federal Resource Conservation and Recovery Act, Title 8, Title 11, and Title 26 of the California Code of Regulations; and all applicable regulations of all local, state and federal agencies having jurisdiction over the disposal of removed materials, and other waste, whether hazardous or non-hazardous. Submit a copy of the plan for the DISTRICT'S Representative prior to disposing of any material.
2. Submit permission to dispose of material from disposal site owner prior to disposing of any material. Include name, address, and telephone number of disposal site and of owner.
3. Hazardous ~~wastes~~waste:
  - a. CONTRACTOR shall prepare and DISTRICT shall accept all hazardous waste manifests prior to use.
  - b. Submit manifests, Bill of Lading, land disposal restriction, or other documentation required by applicable regulations governing transport and disposal of hazardous wastes for disposal of hazardous substances within five (5) days of transport. Manifests or Bill of Lading (or other listed documentation) shall identify disposed material and source, show quantity of disposed material in pounds or tons, and show method used for final disposition as buried, incinerated, chemically treated and/or other means.
  - c. Submit proof that the transporter and disposal site are regulated by the State to handle and dispose of hazardous ~~wastes~~waste.

**C. Sampling and Analysis, Laboratory Designation, and Test Results**

1. Submit project sampling plan prior to any sampling. Include collection methods, locations, and frequencies. Include analytical methods for each material sampled.

2. Submit name and Environmental Laboratory Accreditation Program Certificate number of laboratory that will sample and test suspected hazardous substances. Include statement of laboratory's certified testing areas and analyses that laboratory is qualified to perform. Submit prior to any laboratory testing.
3. Submit laboratory analysis results of samples taken per sampling plan. Specify any deviations from original sampling plan.

**END OF SECTION**

## SECTION 01440

### TEMPORARY FACILITIES AND CONTROLS

#### 1.01 CONSTRUCTION WATER

*General Provisions Article GP 7.12.1 requires Contractor to provide construction water. If other arrangements have been made, they should be described here.*

#### 1.02 CONSTRUCTION POWER

*General Provisions Article GP 7.12.2 requires Contractor to provide construction power. If other arrangements have been made, they should be described here.*

#### 1.03 DUST CONTROL

- A. Submit a plan detailing the means and methods for controlling dust generated by work on the site at or below ambient dust levels for the DISTRICT'S acceptance. The plan shall also make provision for the control of paint overspray generated during painting operations. The plan shall detail equipment and methods for monitoring compliance with the plan.
- B. One or more operable street sweeping machines with vacuums in combination with a water truck for dust abatement purposes shall be maintained on the jobsite.

*General Provisions Article 7.14 lists dust and smoke control requirements. If special precautions are required, include above, as appropriate.*

#### 1.04 FIRE DANGER CONTROL

- A. Minimize fire danger in the vicinity of and adjacent to the construction site. Provide labor and equipment to protect the surrounding property from fire damage resulting from construction operations.
- B. Adhere to the Uniform Fire Code and include spark arresters on all equipment. CONTRACTOR shall also adhere to all OCFA fire prevention requirements, including but not limited to the following:
  - 1. No person shall use or operate any stationary equipment, welding equipment, cutting torches, tarpots, or grinding devices from which a spark, fire, or flame may originate without doing the following:
    - a. Providing the Hot Work Permit required in the Special Provision, Section 00600 Permits. A copy of the Hot Work Permit must be always kept at the worksite.

- b. Prior to starting work, soaking around work area for a distance of 35 feet to reduce fire spread into wildlands. The work area plus 35 feet shall remain soaked for the duration of the work.
- c. Maintaining, at a minimum, one serviceable round point shovel and one backpack pump water-type fire extinguisher fully equipped and ready for use in the immediate area during the operation.
- d. Stopping work when a Red Flag Warning is issued. The criteria for a Red Flag Warning, per OCFA, is when sustained wind speeds are 15 mph or greater, wind gust speeds are 25 mph or greater, relative humidity is less than or equal to 25%, temperatures exceed 75 °F, and when dry fuel conditions exist.
- e. Keeping a cell phone nearby and call 911 immediately in case of a fire.

C. During Fire Season as declared by OCFA or other Agency having jurisdiction, the DISTRICT may determine hazardous conditions exist and inform the Contractor of such. The DISTRICT may issue a stop work order when deemed necessary.

D. Before starting construction, train all construction personnel on the requirements of a Site-Specific Fire Prevention and Response Plan, which is to be prepared by the CONTRACTOR. In the plan, outline the responsibilities for prevention, presuppression, and suppression activities associated with fire within the Work site. Disseminate fire safety information to construction personnel during regular safety meetings. Apply fire management techniques during construction. A copy of the Site-Specific Prevention and Response Plan shall be provided to the DISTRICT upon request.

#### **1.0405 NOISE ABATEMENT**

*Add specifications as needed.*

#### **1.0506 DISPOSAL OF EXCESS EXCAVATED SOIL MATERIALS**

*General Provisions Article GP 7.13 calls for Contractor to dispose of excess soil materials off site. If alternative disposal sites have been identified, their location should be noted here.*

#### **1.0607 TEMPORARY FACILITIES**

*Add specifications as needed.*

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### **1.0708 CULTURAL RESOURCES**

*If work is to be performed in archeologically or paleontologically sensitive areas, include language here describing the nature of the sensitive cultural resource. If monitoring during construction is required, describe the monitoring program and state who will perform monitoring.*

### **1.0809 BIOLOGICAL RESOURCES**

*If work is to be performed in biologically sensitive areas or in NCCP areas, include language here describing the nature and extent of the areas. If necessary, include NCCP documents in appendix. If mitigation is required, ~~described~~describe it here.*

**END OF SECTION**

## SECTION 01500

### EQUIPMENT AND EQUIPMENT SYSTEMS OPERATION

#### 1.01 GENERAL

This section describes the intended function and operation of equipment and equipment systems.

#### 1.02 EQUIPMENT FUNCTIONS

*Describe individual equipment items and their intended function.*

#### 1.03 EQUIPMENT SYSTEM FUNCTIONS

*Describe equipment systems and their intended function. Include P&ID and other operating descriptions from Preliminary Design Report for the project.*

**END OF SECTION**

## SECTION 01510

### TESTING, TRAINING, AND FACILITY START-UP

#### 1.01 SUMMARY

- A. This section includes equipment and system testing and start-up, services of manufacturer's representatives, training of DISTRICT'S personnel, and final testing requirements for the complete facility.

#### 1.02 CONTRACT REQUIREMENTS

The contract requirements include the following, at a minimum.

- A. Satisfactory completion of testing, training, and start-up within the Contract Time.
- B. Realistic durations in the Progress Schedule for testing, training, and start-up activities.
- C. The CONTRACTOR shall furnish labor, power, chemicals, tools, equipment, instruments, and services required for, and incidental to, completing all start-up and testing defined herein.
- D. The CONTRACTOR shall provide competent, experienced technical representatives of equipment manufacturers for assembly, installation and testing guidance, and operator training.

#### 1.03 START-UP AND TESTING PROCESS OVERVIEW

- A. This section describes the start-up and testing process. The following definitions are provided for terms that are used in this ~~section~~section, and which describe the steps of the process. Figure 1 located at the end of this section summarizes the process.
- B. Start-up Plan: A complete written outline and schedule of the work that describes the entire start-up and testing process that will be performed to meet the requirements of the Contract Documents. Every effort has been made by the DISTRICT to point the CONTRACTOR to the various specifications within the Contract Documents pertaining to start-up and testing. This does not relieve the CONTRACTOR from reviewing the Contract Documents for individual equipment requirements not shown herein.
- C. Factory Acceptance Testing: Factory Acceptance Testing (FAT) is the testing that takes place at the manufacturer's/supplier's facility to test equipment performance and fabrication prior to shipment of the equipment to the job site.

- D. Factory/Field Demonstration Test: Factory/Field Demonstration Test (F/FDT) is the testing of equipment performance and fabrication witnessed by DISTRICT. This testing is independent and separate from the manufacturer's/supplier's testing conducted as part of FAT.
- E. General Start-up and Testing: These tasks include initial adjustments, alignments, inspections and testing which are performed to confirm equipment is installed correctly and ready to be operated. As a ~~result~~result, the CONTRACTOR shall submit Certificates of Proper Installation (COPI) and InterNational Electrical Testing Association (NETA) test forms.
- F. Individual Equipment Functional Testing: Individual Equipment Functional Testing includes verification of factory/source performance test results, performing factory/field demonstration test to confirm equipment being provided meets the contract requirements such as, but not limited to, flow, pressure, amps, vibration, and motor controls.
- G. DISTRICT Training: Training shall comprise of two identical sessions, one in the morning on day 1 and the second in the afternoon on day 2. The training shall include equipment training and operational system/facility training. Mechanical training shall be required for all equipment provided by the CONTRACTOR and shall be given by DISTRICT approved qualified individuals. Operational system/facility training shall cover the system process controls, operations and items unique to the facility.
- H. Control System Testing: The Control System Testing shall test the wiring and controls and occur in three sequential steps as follows.
1. The first step is the Loop Check Testing (LCT), which shall occur in two phases. The first phase, LCT1, is an ~~independent~~ test performed by the CONTRACTOR and DISTRICT's System Integrator. ~~and unwitnessed by the DISTRICT.~~ The second phase, LCT2, is the CONTRACTOR repeating the successful LCT1 in the presence of, and witnessed by, the DISTRICT.
  2. The second step is the Operational Train Testing (OTT), which shall occur in two phases. The first phase, OTT1, is an independent test that includes the functionality of the field panel MCC, LCP or VCP performed by the CONTRACTOR and unwitnessed by the DISTRICT. The second phase, OTT2, is the CONTRACTOR and DISTRICT's System Integrator repeating the successful OTT1 in the presence of, and witnessed by, the DISTRICT.

3. The third step is the System Acceptance Testing (SAT), which is a single test witnessed by the DISTRICT. SAT shall prove the wiring and controls of the entire system.
- I. Reliability Acceptance Testing: The Reliability Acceptance Test (RAT) is a continuous test of the entire facility which demonstrates that the individual equipment operates as a system and meets the operational requirements of the facility design. The entire system/facility shall operate for seven (7) continuous days without failure. Any failure shall require the testing to restart at day zero. Operational requirements to test shall include, but are not limited to, system control features and facility performance requirements, such as flow and pressure.

#### **1.04 START-UP PLAN**

- A. The CONTRACTOR shall submit a start-up plan for all pieces of equipment and each system provided under the Contract Documents, not less than ninety (90) days prior to the factory/source performance or factory/field test, whichever is first. The start-up plan shall address all operating requirements set forth herein.
- B. The start-up plan shall include a detailed schedule with the following activities identified.
  1. Factory Acceptance Testing
  2. General Start-up and Testing:
    - a. Certificate of Proper Installation (COPI)
    - b. HVAC Start-up and Testing
    - c. Mechanical Final Inspection
    - d. Instrument/Equipment Calibration
    - e. InterNational Electrical Testing Association (NETA)/Electrical Testing
  3. Factory/Field Demonstration Test (F/FDT)
  4. Individual Equipment Functional Testing:
    - a. Certification of Proper Operation (COPO)
  5. DISTRICT Training
    - a. Equipment Training
    - b. Operational System/Facility Process Training
    - c. Submit to the DISTRICT the training syllabus and proposed training material for review and approval at least three weeks prior to each training session.

6. Submission of Operation and Maintenance Manual
  
7. Control System Testing:
  - a. Loop Check Testing (LCT)
    - i.) Submit Loop Check Testing forms with all loops identified and numbered.
  - b. Operational Train Testing (OTT)
    - i.) Submit OTT forms with all loops identified and numbered, the description of the test, the action and the expected reaction shown.
  - c. System Acceptance Testing (SAT)
    - i.) Submit SAT plan with all loops identified and numbered with the action and expected reaction.
  
8. Reliability Acceptance Testing (RAT)
  
9. The CONTRACTOR shall prepare and maintain an onsite Start-up and Testing Binder with the following tabs.
  - a. Factory Acceptance Testing
  - b. HVAC Start-up and Testing
  - c. Certificate of Proper Installation (COPI)
  - d. NETA/Electrical Testing Results
  - e. Factory/Field Demonstration Test (F/FDT)
  - f. Instrument/Equipment Calibration
  - g. DISTRICT Verification Check Sheet
  - h. Equipment Start-up/Certificate of Proper Operation (COPO)
  - i. Equipment Training Manuals
  - j. Loop Check Test Forms (LCT1 and LCT2).
  - k. Operational Train Testing Forms (OTT1 and OTT2)
  - l. System Acceptance Testing Forms (SAT)
  - m. Operational System/Facility Training
  - n. Reliability Acceptance Testing
  - o. Record Keeping. RFI/Submittal/Change Order Logs with documents as requested.
  
- C. The tabs in the Start-up and Testing Binder shall be filled with test logs and forms for each task as listed. The CONTRACTOR shall submit blank forms for review, as needed, and shall be completed as the tasks occur.
  
- D. The start-up plan shall include a summary of shutdown requirements for existing systems, which are necessary to complete start-up of new equipment and systems.

- E. The CONTRACTOR shall revise and update start-up plan weekly based upon the DISTRICT'S review comments, actual progress, and to accommodate changes in the sequence of activities.

## 1.05 FACTORY ACCEPTANCE TESTING

- A. As part of FAT, the CONTRACTOR shall independently test the equipment for proper performance at point of manufacture or assembly prior to shipping the product. At the DISTRICT'S discretion, the DISTRICT-witnessed testing under F/FDT shall be witnessed either in person at the factory or in the field or, if available, via remote viewing. It shall be the equipment manufacturer's responsibility to provide the necessary equipment and bear all ~~cost~~costs associated with remote viewing.
- B. Performance testing shall include, but is not limited to, the following.
  - 1. Demonstrate that all equipment meets specified performance requirements.
  - 2. Confirm ~~equipment~~equipment and materials of construction comply with the specified requirements.
  - 3. Provide certified test results.
  - 4. Do not ship equipment until certified test results have received written acceptance from DISTRICT. Written acceptance does not constitute final acceptance.
- C. Factory Witnessed Test
  - 1. Factory Witnessed Pump Test: Pumps having a motor drive of 100 horsepower or greater shall undergo factory witnessed pump testing. Each pumping unit, complete with the actual job motor drive, shall be tested at the factory in the presence of the DISTRICT. Tests shall be performed in accordance with the applicable provisions of AWWA E101 or the standards of the Hydraulic Institute. To successfully pass a laboratory performance test, a pumping unit shall meet all performance requirements specified.
  - 2. DISTRICT will pay all costs for DISTRICT to travel to and from the location of the laboratory performance test, and all costs incurred during testing. Should results of the tests indicate, in the opinion of the DISTRICT that the equipment fail to meet any of the specified requirements, the DISTRICT will notify the CONTRACTOR of such failure. The manufacturer shall thereupon, at no expense to the DISTRICT, make such modifications and perform additional testing as

may be necessary to comply with these specifications. Any additional costs for travel and subsistence associated with additional testing for failed performance tests shall be reimbursed to the DISTRICT by the CONTRACTOR.

## 1.06 GENERAL START-UP AND TESTING

### A. Mechanical Systems:

1. Remove rust preventatives and oils applied to protect equipment during construction.
2. Flush lubrication systems and dispose of flushing oils. Recharge lubrication system with lubricant recommended by manufacturer.
3. Flush fuel system and provide fuel for testing and start-up. At completion of test, fill fuel tank.
4. Install and adjust packing, mechanical seals, O-rings, and other seals. Replace defective seals.
5. Remove temporary supports, bracing, or other foreign objects installed to prevent damage during shipment, storage, installation and construction.
6. Check rotating machinery for correct direction of rotation and for freedom of moving parts before connecting driver.
7. Perform cold alignment and hot alignment to manufacturer's tolerances.
8. Adjust V-belt tension and variable pitch sheaves.
9. Inspect hand and motorized valves for proper adjustment. Tighten packing glands to insure no ~~leakage, but~~leakage but permit valve stems to rotate without galling. Verify valve seats are positioned for proper flow direction.
10. Tighten leaking flanges or replace flange gaskets. Inspect screwed joints for leakage.
11. Install gratings, safety chains, handrails, shaft guards, and sidewalks prior to operational testing.

### B. Electrical Systems:

1. Perform NETA testing as called out in Section 16950, Electrical Testing, and submit completed test forms for approval prior to energizing electrical equipment.

C. Instrumentation Systems:

1. Field calibrate/verify instruments and make required adjustments and control point settings per Section 17200, Miscellaneous Instrumentation Equipment. Provide data on DISTRICT'S calibration sheets.
2. Leak test pneumatic controls and instrument air piping.
3. Energize transmitting and control signal systems verify proper operation, ranges, and settings.

D. Heating, Ventilation and Air Conditioning (HVAC) Start-up and Testing

1. The CONTRACTOR shall provide for a qualified manufacturer's representative to start-up the HVAC system.
2. Ensure that the system is properly charged with the manufacturer's recommended refrigerant.
3. Verify that all drains and drip pans/shields are installed and operational to protect surrounding equipment and materials.
4. Provide a ~~Third Party~~ Third-Party Tester who does not work for or associated with the CONTRACTOR their sub or supplier to balance and verify the HVAC system complies with the specifications.
5. The ~~Third Party~~ Third-Party Tester shall mark and secure all valves, vents and dampeners at the correct positions after balancing is complete.
6. The CONTRACTOR shall co-sign the report along with the ~~Third Party~~ Third-Party Tester.

E. Certificate of Proper Installation (COPI)

1. At Completion of General Start-up and Testing, the CONTRACTOR shall furnish a written report prepared and signed by manufacturer's authorized representative, CONTRACTOR, supplier or electrical CONTRACTOR certifying equipment is ready for operation and the following has been completed.
  - a. Has been properly installed, adjusted, aligned, and lubricated.
  - b. Is free of any stresses imposed by connecting piping or anchor bolts.

- c. Verify that the anchorage is of the size, type, quantity and location as required by the Structural Engineer or as recommended by the manufacturer.
- d. Verify the lubrication system has flushed and filled with the type and quantity required by the specifications and approved by the manufacturer.
- e. Verify that the fuel system has been flushed and filled with the proper fuel.
- f. Verify proper voltage and rotation and that the controls, protective devices, instrumentation, and control panels furnished as part of the equipment package are properly installed, calibrated, and functioning.
- g. Certify that the equipment is suitable for satisfactory full-time operation under ~~full load~~full-load conditions and that it operates within the allowable limits for vibration.

F. DISTRICT Piping and Valve Verification

- 1. The CONTRACTOR shall obtain from, and complete in collaboration with, the DISTRICT Verification Check Sheet. The DISTRICT Verification Check Sheet will include non-electrical items that require testing prior to start-up and testing. At the CONTRACTOR's discretion, the CONTRACTOR may prepare their own checklist for the DISTRICT'S review and acceptance.
- 2. All valves and piping hydrostatically tested as required per the technical specifications of the Contract Documents have passed the required testing.
- 3. All pipelines, reservoirs, tanks and equipment have been disinfected and passed Bac-T testing as required by specifications in the Contract Documents.
- 4. All valves closed for construction isolation by the DISTRICT have been put back into service and the system is ready to commence testing at full operational conditions.

**1.07 INDIVIDUAL EQUIPMENT FUNCTIONAL TESTING**

A. Factory/Field Demonstration Test (F/FDT)

- 1. The CONTRACTOR shall coordinate and schedule time for the DISTRICT to visit the manufacturer's facility to inspect and test all electrical and control panels. This shall include the Control Panels (CP),

Local Control Panels (LCP), Vendor Control Panels (VCP), Switchgears (SWGR), Switchboards (SWBD), Motor Control Centers (MCC), stand-alone Variable Frequency Drives (VFD), and Reduced Voltage Soft-Starters (RVSS). The equipment shall be tested in the field after shipment. At the DISTRICT'S discretion the DISTRICT may choose, if available, to remotely view the test or perform the testing at the project site. If the DISTRICT chooses to remotely view the test it shall be upon the manufacturer to provide all the necessary equipment and bear all cost associated with the remote viewing. Prior to F/FDT, the manufacturer shall verify that each panel matches the size, layout and form as shown on the submittal and confirm it functions per the schematics and control descriptions shown in the Contract Documents.

- B. Field Performance Testing (FPT)
1. The CONTRACTOR shall demonstrate proper rotation, alignment, speed, flow, pressure, vibration, sound level, adjustments, and calibration as required in specifications. Perform initial checks in the presence of, and with the assistance of, the manufacturer's representative.
  2. Conduct continuous 8-hour test under full load conditions. Replace parts that operate improperly.
  3. The CONTRACTOR shall provide to the DISTRICT a complete report that the equipment meets the operational requirements of the Contract Documents.

#### **1.08 CERTIFICATE OF PROPER OPERATION (COPO)**

- A. At completion of Individual Equipment Functional Testing, the CONTRACTOR shall furnish written report prepared and signed by manufacturer's authorized representative, certifying the following.
1. Equipment meets the contract requirements related to operational performance.
  2. Equipment provides the flow, pressure as specified in the Contract Documents.
  3. Equipment meets the noise and vibration requirements.
- B. The CONTRACTOR shall demonstrate proper operation of each instrument loop function including alarms, local and remote controls, instrumentation and other equipment functions. Generate signals with test equipment to simulate operating conditions in each control mode.

- C. The CONTRACTOR shall submit the signed COPO to the DISTRICT and place a copy in the Start-up and Testing Binder.

## **1.09 DISTRICT APPROVAL OF INSTALLATION**

All of the work described in sections 1.04 to 1.08 shall be completed and documentation submitted for approval to the DISTRICT prior to commencing any of the tasks specified in sections 1.10 to 1.16.

## **1.10 EQUIPMENT TRAINING FOR DISTRICT PERSONNEL**

- A. The training of DISTRICT personnel shall include the following, at a minimum, in addition to the specific requirements listed in the technical specifications.
  1. Provide operations and maintenance training for mechanical, electrical and instrumentation equipment. Utilize manufacturer's representatives to conduct training sessions.
  2. Coordinate training sessions to prevent overlapping sessions. Each training session shall be provided in two identical sessions. Arrange sessions so that individual operators and maintenance technicians attend a maximum of two sessions per week.
  3. Coordinate the training periods with DISTRICT and manufacturer's representatives and submit a complete training schedule for all equipment or system for which training is to be provided. Training shall be based upon equipment as provided to the DISTRICT. Such training schedule shall be submitted not less than 21 calendar days prior to the time that the associated training is to be provided and shall be based on the current plan of operation.
  4. Satisfactorily complete Individual Equipment Functional Testing, COPI and COPO before conducting operator training.
  5. The training session for each piece of equipment or system shall include all appurtenances associated with that equipment or system, including LCP, VCP instruments or devices necessary for the equipment to operate correctly.

## **1.11 LOOP CHECK TESTING**

- A. The CONTRACTOR shall refer to Section 17332, Instrumentation and Control System Testing and Start-up, for complete LCT requirements.
- B. Analog and discrete signals may be simulated during LCT1 and LCT2 testing.

- C. Loop Check Testing shall prove that the installed wiring matches the submitted termination locations, verifies correct polarity, contact status Normally Open (NO) or Normally Closed (NC) and labeling.
- D. LCT1 shall be completed, and all corrections made prior to submitting the LCT1 test form for DISTRICT approval.
- E. LCT2 may only proceed after the DISTRICT approves LCT1 submittal.
- F. The CONTRACTOR shall provide all tools and equipment required for the LCT1 and LCT2 testing.
- G. LCT2 shall be completed, and all necessary corrections made and witnessed, prior to submitting the LCT2 test form for DISTRICT approval. The CONTRACTOR shall proceed to OTT1 when LCT2 submittal is accepted and approved by the DISTRICT.

### 1.12 OPERATIONAL TRAIN TESTING (OTT)

- A. The CONTRACTOR shall refer to Section 17332, Instrumentation and Control System Testing and Start-up, for complete OTT requirements.
- B. OTT shall include all start, stop, warning, alarm and fail operations in local/remote and auto/manual as shown in the Contract Documents.
- C. OTT may be conducted with water or with process fluids.
- D. The OTT testing shall be performed “End to End” from the field device through field panels to SCADA and the auto dialer.
- E. Instruments/field devices shall be operated through the sensing element in situ under the system conditions or, where required, with the use of an external source.
- F. OTT1 shall be completed, and all corrections made prior to submitting the OTT1 test form for approval by the DISTRICT and proceeding to OTT2. OTT2 may only proceed after DISTRICT approves OTT1.
- G. OTT 2 shall be completed, and all corrections made prior to submitting the OTT2 test form for approval by the DISTRICT. The CONTRACTOR shall proceed to SAT when OTT2 is witnessed, accepted and approved by the DISTRICT.
- H. The CONTRACTOR shall provide all tools and equipment required for the OTT1 and OTT2 testing.
- I. The CONTRACTOR shall provide and construct any temporary loops, tanks, ~~equipment as,~~ and equipment required to complete the OTT testing.

### 1.13 SYSTEM ACCEPTANCE TESTING (SAT)

- A. System Acceptance Testing shall prove that the individual trains work together as a system. The testing shall include both auto and manual functionality in local and remote modes. SAT shall confirm that the system can adjust to changes in flow, pressure, level, starts, stops and other such actions due to changes in set points, system demands, failures and other such actions.
- B. The SAT is a single phase test conducted as a whole system with all components online and operational. The facility will be tested as if the facility were online and operational.
- C. The SAT testing shall be “End to End” from the field device through to SCADA and the Auto Dialer.
- D. SAT may be conducted either with water or process fluids at the DISTRICT’S discretion.
- E. Instruments/field devices shall be operated through the sensing element using changing system conditions. This may occur by the opening or closing of valves to manipulate system conditions.
- F. The CONTRACTOR shall provide all tools and equipment required for the SAT testing.
- G. The CONTRACTOR shall provide and construct any temporary loops, tanks, ~~equipment as,~~ and equipment required to complete the SAT testing.

### 1.14 FACILITY AND PROCESS TRAINING OF DISTRICT PERSONNEL

- A. Facility and process training shall be a joint effort by the CONTRACTOR and the DISTRICT. The DISTRICT shall take the lead in developing the training agenda requesting assistance from the CONTRACTOR as necessary.
- B. The training shall explain the design intent, the process, operational options, limitations and overall integration with the DISTRICT’S system.
- C. Any and all confined spaces or hazardous conditions shall be explained and identified.
- D. Any and all facility or system disconnects or isolation valves or other devices shall be shown and identified.

- E. SCADA and PLC programing shall be presented with emphasis on any new or unique programing features.

### **1.15 RELIABILITY ACCEPTANCE TESTING (RAT)**

- A. Reliability Acceptance Testing (RAT) shall be performed by the DISTRICT operating the entire facility to the system under normal conditions. The DISTRICT shall operate the facility as intended by starting, stopping, rotating equipment, changing set points and other such action required to properly operate the facility. The test shall run for seven (7) consecutive days without any failures of any equipment, instruments or vendor package controls or programming. Any failure shall re-start the test to day zero and testing shall continue until seven (7) consecutive days of operation without failure has been achieved.
- B. Conduct RAT of the entire facility after completion of Facility Process Training. Demonstrate satisfactory operation of equipment and systems in actual operation.
- C. The DISTRICT shall notify the CONTRACTOR of any failure at the first opportunity during working hours. The CONTRACTOR shall provide a contact list for failure response to the DISTRICT prior to the start of the RAT.
- D. In the event that an item of equipment cannot be tested continuously for seven (7) days, provide information for an alternative test. For high horsepower equipment where testing will impact Time of Use (TOU) energy limitations, describe an intermittent test procedure.
- E. The in the event of failure, CONTRACTOR shall make required repairs, adjustments, and replacements.
- F. DISTRICT will provide operations personnel, power, fuel, and other consumables for duration of operational test.
- G. Immediately correct defects in material, workmanship, or equipment which became evident during RAT.
- H. Repeat RAT when malfunctions or deficiencies cause shutdown or partial operation of the facility or results in performance that is less than specified.

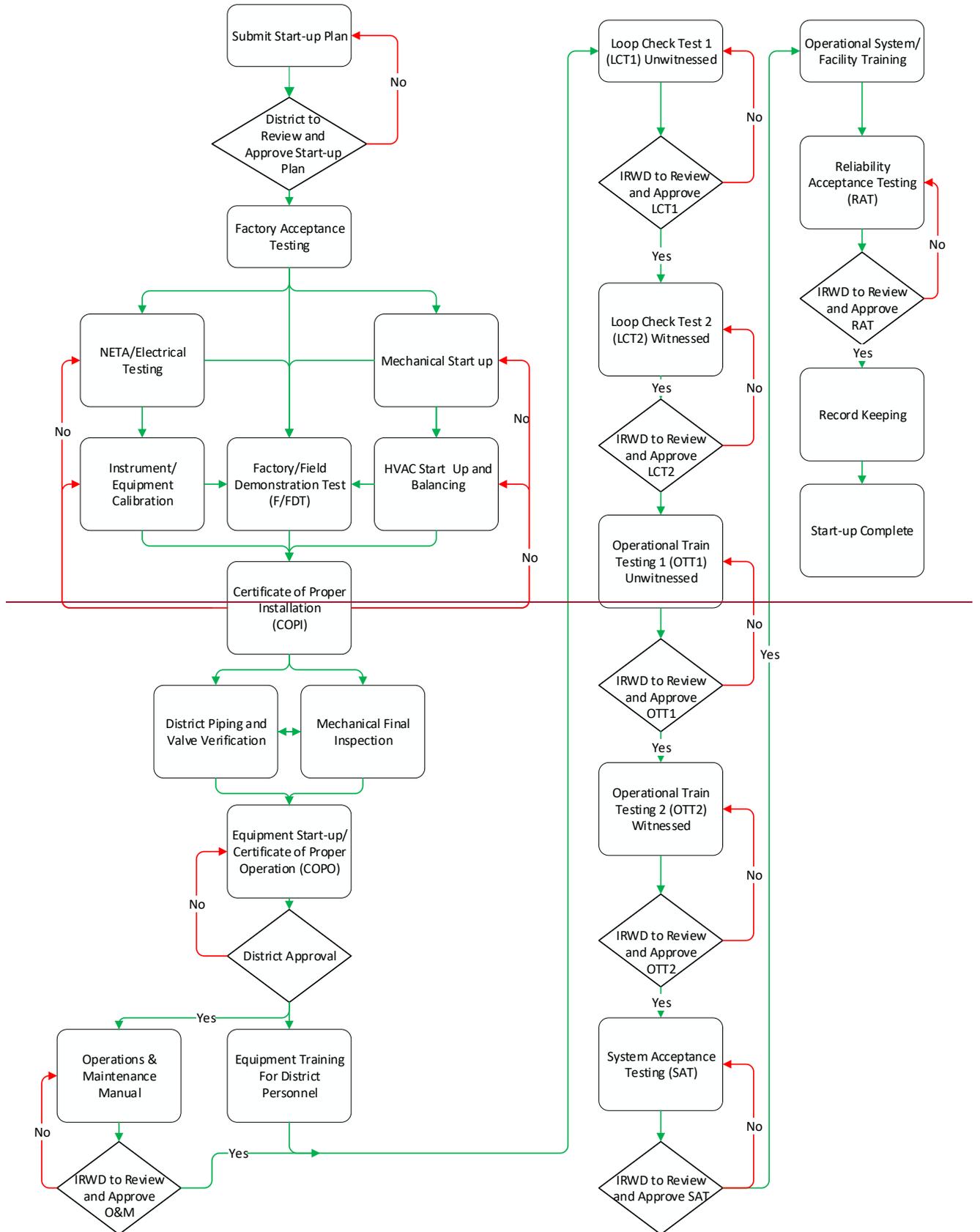
### **1.16 RECORD KEEPING**

- A. Maintain and submit the following records generated during start-up and testing phase of project.
  - 1. Daily logs of equipment testing identifying all tests conducted and outcomes.

2. Logs of time spent by manufacturer's representatives performing services on the job site.
3. Equipment lubrication records.
4. Electrical phase, voltage, and amperage measurements.
5. Insulation resistance measurements.
6. Data sheets of control loop testing including testing and calibration of instrumentation devices and set points.
7. The CONTRACTOR shall provide within the Start-up and Testing Binder, current copies of the RFI, submittal and change order logs. The CONTRACTOR shall have on site and readily available for reference, as required elsewhere in the Contract Documents, all RFI, submittals and change orders for review during start-up.

**END OF SECTION**

**FIGURE 1: START-UP AND TESTING PROCESS OVERVIEW**

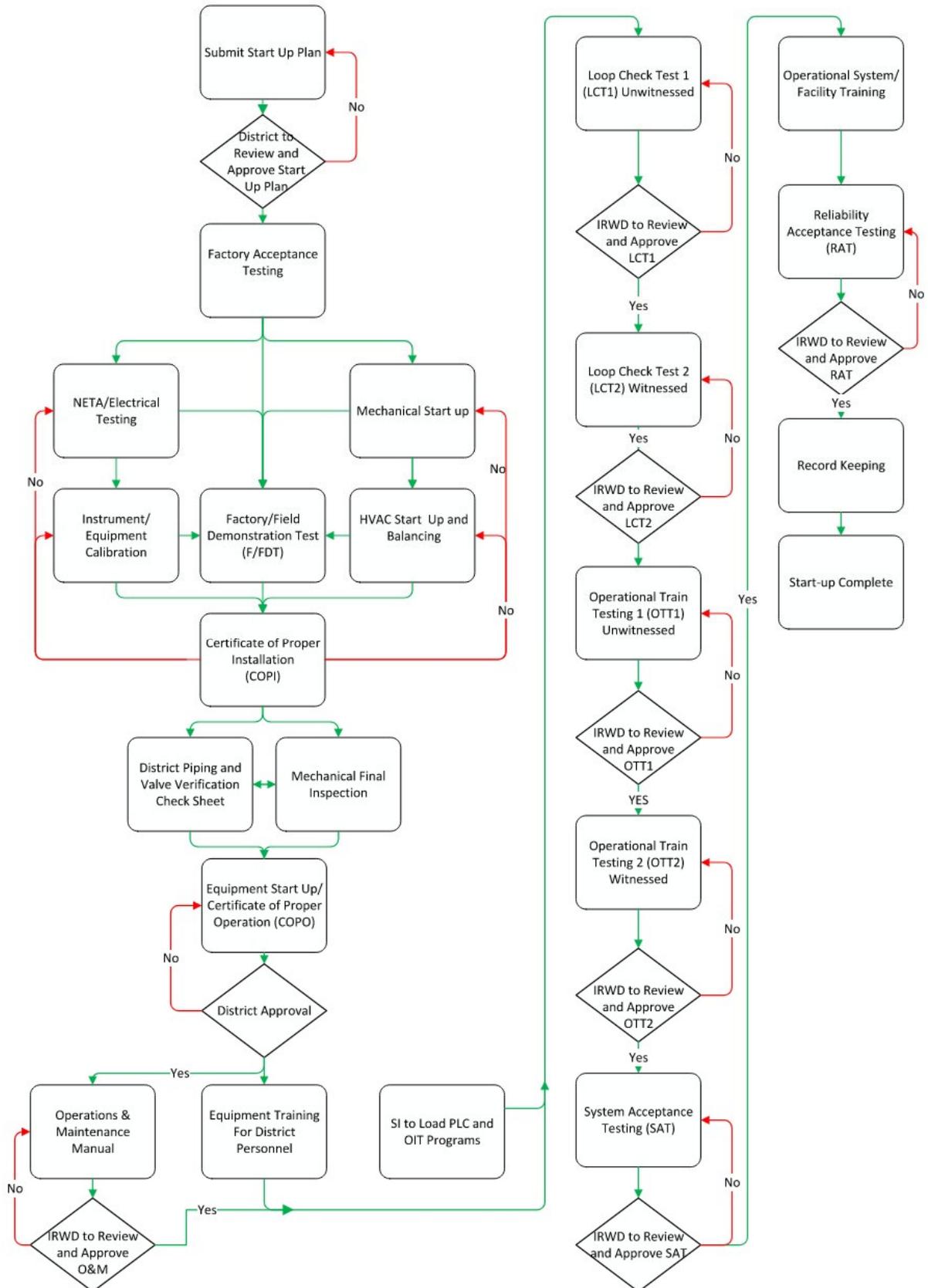


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**FIGURE 1: START-UP AND TESTING PROCESS OVERVIEW**



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## SECTION 01520

### CLOSEOUT PROCEDURES

#### 1.01 FINAL CLEANING

- A. Perform final cleaning prior to inspections for Final Acceptance.
- B. Use cleaning materials which are recommended by manufacturers of surfaces to be cleaned.
- C. Prevent scratching, discoloring, and otherwise damaging surfaces being cleaned.
- D. Clean roofs, gutters, downspouts, and drainage systems.
- E. Broom clean exterior paved surfaces and rake clean other surfaces of sitework. Police yards and grounds to keep clean.
- F. Remove dust, cobwebs, and traces of insects and dirt.
- G. Clean grease, mastic, adhesives, dust, dirt, stains, fingerprints, paint, blemishes, sealants, plaster, concrete, and other foreign materials from sight-exposed surfaces, and fixtures and equipment.
- H. Remove non-permanent protection and labels.
- I. Polish glossy surfaces to clear shine.
- J. Vacuum carpeted and soft surfaces.
- K. Clean light fixtures and replace burned-out or dim lamps.
- L. For work within City right of way, remove all work debris and clean surfaces to the satisfaction of the City Inspector or representative.

#### 1.02 WASTE DISPOSAL

- A. Surplus materials, waste products, and other debris shall be disposed off-site

#### 1.03 TOUCH-UP AND REPAIR

- A. Touch-up, repair, or replace finished surfaces on structures, equipment and installation that have been damaged prior to inspection for final acceptance.

## 1.04 CLOSEOUT DOCUMENTS

A. A. Submit following closeout documents upon completion of the Work, and at least 7 days prior to application for Final Payment:

1. Project Record Documents, including:

Record drawings

Testing reports

Survey data

Instrument calibration sheets

*Add other items as may be required.*

2. Operation and Maintenance Manuals

3. Warranties and Bonds

4. Spare Parts

B. Record Drawings

1. General

- a. The CONTRACTOR shall track changes from the CONFORMED plans by marking a set of Plans to show deviations made during construction. This full-size set of Record Drawings, including Subcontractor sections, shall be maintained in the CONTRACTOR's office, clean and dry, shall be legibly marked up and labeled, and shall be available for inspection during normal working hours.
- b. The DISTRICT reserves the right to withhold progress payments, or any portion thereof, until all Record Drawings are brought up to date and accepted.
- c. Record Drawings will be inspected monthly. The CONTRACTOR shall request in writing a recurring monthly meeting with the DISTRICT to initial all informal changes. All other changes will be referenced to a Contract Change Order (CCO) or Request for Information (RFI). The DISTRICT will review the CONTRACTOR's Record Drawings prior to progress payment submittal.
- d. At the completion of the Work, the CONTRACTOR shall request a meeting with the DISTRICT to inspect the CONTRACTOR's Record Drawings prior to their final submittal. The Record Drawings will be inspected by the DISTRICT and comments, if any, will be provided to CONTRACTOR. After all comments have been addressed, the Record Drawings shall be turned over to

the DISTRICT. Acceptance of Record Drawings shall be required before release of final payment.

## 2. Required Mark-Ups

- a. All changes to the facilities depicted on the Plans.
  - i.) Formal changes resulting from Contract Change Orders (CCO) and Requests for Information (RFI).
  - ii.) Informal, no cost changes and corrections requested or accepted by the DISTRICT.
  - iii.) CONTRACTOR survey results correcting or enhancing data shown on the plans such as for underground piping, curb, gutter and road surfaces.
  - iv.) Changed and/or corrected dimensions, structural members, pipe sizes, designations, etc.
  - v.) Changed and/or corrected tag, circuit, location numbers, and text, and all other designations and codes.
  - vi.) Details not in the original Contract Documents.
- b. Final locations of all facilities installed in the Work.
  - i.) Revised pipeline alignment and invert elevations.
  - ii.) Revised manhole invert elevations including all laterals.
- c. Actual locations of all existing underground facilities shown on the Plans and/or discovered in work excavations.
  - i.) Underground or embedded piping, conduit, and structures shown without dimensions.
  - ii.) Pipe and conduit fittings and changes of direction, size, embedment, or material.
  - iii.) Depths of various elements of foundation in relation to finished first floor datum.
  - iv.) Horizontal and vertical locations of underground and under slab utilities and appurtenances, referenced to permanent surface improvements.
  - v.) Location of internal utilities and appurtenances referenced to visible and accessible features of the structure.
- d. References to related CCO and RFI at affected details.
- e. Explanatory comments at informal changes where the cause is significant but not obvious.

## 3. Marking Content and Format

- a. As-built markings shall be legible, accurate, and explicit in presenting all changes from what is shown on the Plans. A draftsman should be able to revise the Plans from the markings and supporting drawings.

- i.) The location of underground facilities shall be precisely dimensioned regardless of whether dimensions were included on the original Plans.
  - ii.) Survey data shall use Project grid and datum.
  - iii.) Existing underground features shall be dimensioned to nearest inch or surveyed.
  - iv.) Show actual measured dimensions, not calculated values.
  - v.) Angle points and surfaces shall be dimensioned relative to substantial aboveground structures in the vertical and two horizontal planes.
  - vi.) Existing piping crossing an excavation shall be location dimensioned at both ends of its crossing and at angle points.
- b. Major changes to the Record Drawings may be rendered by inserting new drawings or sketches into the Record Drawing set. New drawings are generally created through a CCO or in response to an RFI.
- i.) Insert each revised plan drawing into the Record Drawing set in front of the superseded drawing, including all relevant RFIs and CCOs.
  - ii.) Sketches or revised details shall be attached to the parent drawing over or next to the original detail or to the back of the preceding sheet in the Record Drawing set.
  - iii.) Every attached drawing shall reference its affected detail(s).
  - iv.) Every affected detail shall reference all drawings modifying it.

**END OF SECTION**

~~Submit following closeout documents upon completion of the Work, and at least 7 days prior to application for Final Payment:~~

~~Project Record Documents, including:~~

~~Record drawings  
Testing reports  
Survey data  
Instrument calibration sheets~~

~~*Add other items as may be required.*~~

~~2.—— Operation and Maintenance Manuals~~

~~3.—— Warranties and Bonds.~~

~~4.—— Spare Parts~~

~~**END OF SECTION**~~

## SECTION 01600

### DISTRICT FURNISHED EQUIPMENT

#### 1.01 EQUIPMENT FURNISHED BY DISTRICT

List equipment and include scheduled delivery date(s). Include copy of purchase order in appendix. List any equipment or parts that are necessary for installing equipment.

#### 1.02 DISTRICT RESPONSIBILITIES

- A. Arrange for and deliver necessary shop drawings, installation instructions, product data and samples to CONTRACTOR.
- B. Arrange and pay for product delivery to site in accordance with construction schedule.
- C. Deliver supplier's bill of materials to CONTRACTOR.
- D. Inspect deliveries jointly with CONTRACTOR.
- E. Submit claims for transportation damage.
- F. Arrange for replacement of damaged, defective, or missing items.
- G. Arrange for manufacturer's warranties, bonds, service, and inspections, as required.

#### 1.03 CONTRACTOR RESPONSIBILITIES

- A. Designating required delivery date for each DISTRICT furnished product.
- B. Reviewing shop drawings, product data and samples.
- C. Submitting notification of discrepancies or anticipated problems.
- D. Receiving and unloading products at site.
- E. Promptly inspecting products jointly with DISTRICT and recording shortages, damaged or defective items.
- F. Handling products at site, including uncrating and storage.
- G. Protecting products from damage.

- H. Installing, including assembly, connections, adjustments, tests, and finish products in accordance with Contract Documents.
- I. Providing operating oils, lubricants, and incidental materials required for complete installation.
- J. Repairing or replacing items damaged after receipt until Date of Acceptance of the Work by DISTRICT.

#### **1.04 DELIVERY**

- A. If DISTRICT fails to deliver products in accordance with approved Construction Schedule, adjustments will be made to Contract Time and Contract Price as stipulated in General Provisions.

**END OF SECTION**

## SECTION 01700

### EARLY OCCUPANCY OF PORTIONS OF WORK

#### 1.01 PORTIONS OF WORK SCHEDULED FOR EARLY OCCUPANCY

- A. CONTRACTOR shall complete following portions of Work for DISTRICT'S utilization including specified testing, training of DISTRICT'S personnel, and other preparations necessary for DISTRICT'S occupancy or use:

*Designate portions of work scheduled for early occupancy. List early occupancy milestones and associated liquidated damage rates on the Agreement form.*

#### 1.02 SUBSTANTIAL COMPLETION CERTIFICATIONS

- A. Certificates of Substantial Completion will be executed for each designated portion of Work prior to DISTRICT occupancy. Such certificate of substantial completion will describe the portion of the Work to be occupied by DISTRICT, items that may be incomplete or defective, date of occupancy by DISTRICT, and other information required by DISTRICT and CONTRACTOR.

#### 1.03 FOLLOWING OCCUPANCY

- A. Occupancy by DISTRICT will relieve CONTRACTOR of responsibility for injury or damage to the above-listed completed portions of the Work resulting from use by DISTRICT or from the action of the elements, or from other ~~causes~~causes, except CONTRACTOR operations or negligence.
- B. After DISTRICT occupancy, allow access for DISTRICT'S personnel, access for others authorized by DISTRICT, and access by DISTRICT for operation of equipment and systems.
- C. Following Occupancy, DISTRICT will provide power to operate equipment and systems, and repair damage caused by DISTRICT occupancy.
- D. CONTRACTOR will not be required to reclean early occupied portions of Work prior to final acceptance, except for cleanup made necessary by CONTRACTOR's operations.
- E. Guarantee period for portions of the Work occupied by DISTRICT shall commence with date of Certificate of Substantial Completion of portions of Work for use by DISTRICT. Progress payment retentions for portions of the Work occupied by DISTRICT will be released as part of the retention for the total Work.

- F. DISTRICT'S use of occupied facilities shall not relieve CONTRACTOR from responsibility for correcting defective work or materials.
- G. No partial acceptance of the Work will be made and no acceptance other than the final acceptance of the completed Work will be made except for those portions of Work designated for early occupancy by DISTRICT.

**END OF SECTION**

## SECTION 01800

### TESTING AND LABORATORY SERVICES

*Add specifications as needed.*

## SECTION 01810

### SPECIAL MEETINGS

#### 1.01 GENERAL

- A. Construction Progress Meetings shall be held XXXXX days after the issuance of the Notice to Proceed to discuss the previous week's accomplishments, the following two week's agenda for construction and any coordination or cooperation efforts required with the DISTRICT including safety, construction issues, shutdowns, submittals, RFIs, contract change requests, contract change orders, etc.
- B. CONTRACTOR shall be responsible for providing a schedule on a weekly basis that includes the previous week's accomplishments, and the following two week's agenda for construction in a bar chart diagram format. Hard copies of the weekly schedule shall be provided by the CONTRACTOR at each construction progress meeting.
- C. CONTRACTOR shall be responsible for preparing the agenda and minutes for the construction progress meetings and shall distribute to the DISTRICT for its review within three working days after the meeting.
- D. The CONTRACTOR shall also be responsible for attending all additional project meetings required by the DISTRICT at no additional cost to the DISTRICT.
- E. Pre-Submittal Meetings shall be held for major submittals as identified by the DISTRICT and in the Technical Specifications. Pre-submittal meetings shall be scheduled by the CONTRACTOR prior to the first submittal to review and discuss any anticipated deviations or requests for clarifications.

*Add or modify above specifications as needed.*

**SECTION 01820**

**SPECIAL CONTRACT CLOSE OUT**

*Add specifications as needed.*

## SECTION 01830

### SPECIAL SIGNAGE

*Modify this specification as needed for the number of signs and location of the project.*

#### 1.01 PROJECT SIGNS

Contractor shall furnish and install *one/two* project signs. The District inspector and *City of xxx or County of Orange* shall approve sign locations in the field. Dimensions of the signs shall be 4-feet by 8-feet mounted on 4-inch by 4-inch wooden posts. Signs shall be white with black letters and include the District logo, project name, District Communications Department phone number: (949) 453-5500 and website, contractor's name and emergency contact information, and the scheduled completion date. An example of the sign layout is included in the appendix to these specifications.

**END OF SECTION**

## SECTION 01840

### BASIS OF MEASUREMENT FOR PAYMENT

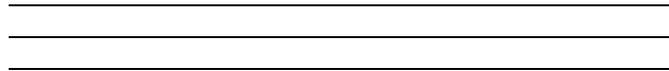
*Add specifications as needed.*

**SECTION 01900**  
**GENERAL DESIGN REQUIREMENTS**

*Add specifications as needed.*

# PROJECT TECHNICAL SPECIFICATIONS

## SECTIONS 2 – 17



PROJECT NO. XXXXX

*Include Sections 2 through 17 following  
this page, or reference the document  
that contains Sections 2-17.*

# APPENDIX

# APPENDIX

## Table of Contents

Shop Drawing Transmittal Form

Survey Request Form

Soil Testing Request Form

Request for Information Form

Contract Change Request Form

Contract Change Order Form

Progress Payment Form

Confirmation of Subcontractors for Progress Payment Form

Certificate of Substantial Completion Form

Escrow Agreement for Security Deposits in Lieu of Retention Form

IRWD Holiday Schedule

Project Sign Example

Storm Water Pollution Prevention Plan (SWPPP)

General Dewatering Permit Order No. R8-2019-0061

General Dewatering Permit Order No. R8-2020-0006



# Irvine Ranch Water District

15600 Sand Canyon Avenue  
P.O. Box 57000  
Irvine, CA 92619-7000  
(949) 453-5300

Project: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Project No.: \_\_\_\_\_

Contractor: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

To: Irvine Ranch Water District  
 P.O. Box 57000  
 Irvine, CA 92619-7000

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

Attention: \_\_\_\_\_  
 IRWD PROJECT MANAGER

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

e-mail: \_\_\_\_\_

<b>SHOP DRAWING TRANSMITTAL</b>	<b>SUBMITTAL No.:</b>
---------------------------------	-----------------------

SUBJECT OF SUBMITTAL: \_\_\_\_\_  
 \_\_\_\_\_

SPECIFICATION SECTION(S): \_\_\_\_\_

CONTRACTOR'S CERTIFICATION:      Check and complete either statement below:

Contractor has verified that the material or equipment contained in this submittal meets all the requirements specified in or shown on the contract documents with no exceptions.

Contractor has verified that the material or equipment contained in this submittal meets all the requirements specified in or shown on the contract documents except for the following deviations:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

REQUIREMENT:

Contractor shall use this **Transmittal Form** for submittal of shop drawings to the Owner's Representative. The procedure governing shop drawings submittal is contained in the General Provisions of the Specifications. Failure to comply with all the requirements specified therein will constitute grounds for return of the shop drawings for proper resubmittal.

\_\_\_\_\_

**Contractor's Authorized Signature**

## Appendix

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# Irvine Ranch Water District

15600 Sand Canyon Avenue  
P.O. Box 57000  
Irvine, CA 92619-7000  
(949) 453-5300

Project: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Project No.: \_\_\_\_\_

Contractor: \_\_\_\_\_  
 \_\_\_\_\_

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

To: Irvine Ranch Water District  
 P.O. Box 57000  
 Irvine, CA 92619-7000

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

Attention: \_\_\_\_\_  
 IRWD PROJECT MANAGER

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

e-mail: \_\_\_\_\_

## SURVEY REQUEST

TYPE OF SURVEY	DESCRIPTION, STRUCTURE, STA.	OFFSET	STATION	DESIRED BY:	
				TIME	DATE
1					
2					
3					
4					
5					

ADDITIONAL INSTRUCTIONS, REMARKS, ETC., BY NUMBER:

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**Appendix**

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# Irvine Ranch Water District

15600 Sand Canyon Avenue  
P.O. Box 57000  
Irvine, CA 92619-7000  
(949) 453-5300

Project: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Project No.: \_\_\_\_\_

Contractor: \_\_\_\_\_  
 \_\_\_\_\_

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

To: Irvine Ranch Water District  
 P.O. Box 57000  
 Irvine, CA 92619-7000

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

Attention: \_\_\_\_\_  
 IRWD PROJECT MANAGER

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

e-mail: \_\_\_\_\_

## SOIL TESTING REQUEST

TYPE OF TEST	DESCRIPTION, STRUCTURE, STA. TO STA., ETC...	DESIRED BY:	
		TIME	DATE
1			
2			
3			
4			
5			

ADDITIONAL INSTRUCTIONS, REMARKS, ETC., BY NUMBER:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### Appendix



# CONTRACT CHANGE REQUEST



## Irvine Ranch Water District

15600 Sand Canyon Avenue  
 P.O. Box 57000  
 Irvine, CA 92619-7000  
 (949) 453-5300

C.R. No. \_\_\_\_\_

Project No. \_\_\_\_\_

Project Title \_\_\_\_\_

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

THE FOLLOWING CHANGE TO CONTRACT, DRAWINGS AND SPECIFICATIONS IS PROPOSED.	\$ ADDITIONS	\$ DELETIONS	DAYS ±
TOTAL =			

DAYS ±

1. NET AMOUNT THIS CHANGE REQUEST	=		
2. ORIGINAL CONTRACT AMOUNT	=		
3. TOTAL PREVIOUS CHANGE ORDERS	=		
4. TOTAL BEFORE THIS CHANGE REQUEST (2+ 3)	=		
5. PROPOSED REVISED CONTRACT AMOUNT TO DATE (1+4) =			

We hereby agree to make the above change subject to the terms of this change order for the sum of

\_\_\_\_\_ Dollars

\_\_\_\_\_  
 Date Contractor By:

IRVINE RANCH WATER DISTRICT	DATE	
IRWD Engineer or Consulting Engineer	_____	<input type="checkbox"/> Change Initiated by the District
Engineering Manager	_____	<input type="checkbox"/> Change Initiated by the Contractor
Executive Director of Technical Services	_____	

NOTE: The documents supporting this Change Request, including any drawings and estimates of cost, if required are attached hereto and made a part hereof. This Change Request shall not be considered as such until it has been signed by the Owner and the Contractor. Upon final approval, distribution of copies will be made as required.

CHANGES: All workmanship and materials called for by this Change Request shall be fully in accordance with the original Contract Documents insofar as the same may be applied without conflict to the conditions set forth by this Change Request. The time for completing the contract will not be extended unless expressly provided for in this Change Request

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## CONTRACT CHANGE ORDER



### Irvine Ranch Water District

15600 Sand Canyon Avenue  
 P.O. Box 57000  
 Irvine, CA 92619-7000  
 (949) 453-5300

C.O. No. \_\_\_\_\_

Final \_\_\_\_\_

Project No. \_\_\_\_\_

Project Title \_\_\_\_\_

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

THE FOLLOWING CHANGE TO CONTRACT, DRAWINGS AND SPECIFICATIONS IS PROPOSED.	\$ ADDITIONS	\$ DELETIONS	DAYS ±
<b>TOTAL</b>			

DAYS ±

1. NET AMOUNT THIS CHANGE ORDER	=		
2. ORIGINAL CONTRACT AMOUNT	=		
3. TOTAL PREVIOUS CHANGE ORDER(S)	=		
4. TOTAL BEFORE THIS CHANGE ORDER (2+ 3)	=		
5. PROPOSED REVISED CONTRACT AMOUNT TO DATE (1+4)	=		

We hereby agree to make the above change subject to the terms of this change order for the sum of: \_\_\_\_\_

----- Dollars

\_\_\_\_\_  
 Date Contractor By:

SIGNATURE	DATE	APPROVAL LEVEL REQUIRED
_____ IRWD Engineer or Consulting Engineer	_____ Date	Department Director Approval Required <input type="checkbox"/> Executive Director Approval Required <input type="checkbox"/> General Manager Approval Required <input type="checkbox"/> Board Approval Required <input type="checkbox"/>
_____ Engineering Manager	_____ Date	
_____ Executive Director of Technical Services	_____ Date	
_____ General Manager	_____ Date	
		_____ Purchase Order No.

NOTE: The documents supporting this Change Order, including any drawings and estimates of cost, if required are attached hereto and made a part hereof. This Change Order shall not be considered as such until it has been signed by the Owner and the Contractor. Upon final approval, distribution of copies will be made as required. The parties mutually agree the pricing set forth in this Change Order are complete and fair compensation for the entirety of the work authorized under this Change Order and that no additional compensation is warranted nor shall it be allowed.

CHANGES: All workmanship and materials called for by this Change Order shall be fully in accord with the original Contract Documents insofar as the same may be applied without conflict to the conditions set forth by this Change Order. The time for completing the contract will not be extended unless expressly provided for in this Change Order.

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# Irvine Ranch Water District

15600 Sand Canyon Avenue  
P.O. Box 57000  
Irvine, CA 92619-7000  
(949) 453-5300

**CONTRACTOR:**

**TELEPHONE:**

**PROJECT:**

**PROJECT NUMBER:**

**DATE PREPARED:**

**PO NUMBER:**

**CONTRACT START DATE:**

**CONTRACT COMPLETION DATE:**

**PROGRESS PAY REQUEST NO.:**

**FOR PERIOD:**

### CONTRACT SUMMARY

	DAYS	CONTRACT AMOUNT	% COMPLETED	COMPLETED TO DATE
ORIGINAL CONTRACT				
CHANGE ORDERS				
Totals				
Less 5% Retention				
Total Due to Date				
Less Stop Payment Notices				
Less Previous Payments				
<b>Total Amount of Payment to Contractor:</b>				

**CONTRACTOR**

Payment to: *Contractor's Name*

\_\_\_\_\_  
Name, Project Manager

\_\_\_\_\_  
DATE

\_\_\_\_\_  
**\$0.00**

Approved

**IRVINE RANCH WATER DISTRICT**

\_\_\_\_\_  
Name, Project Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

Engineering Manager, IRWD

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

\_\_\_\_\_ Project No: \_\_\_\_\_

Contractor: \_\_\_\_\_

Contract Start (Award) Date: \_\_\_\_\_ Contract Time: \_\_\_\_\_

Contract Completion Date: \_\_\_\_\_

Date of Substantial Completion: \_\_\_\_\_

The work performed under this contract has been inspected by the District and its representatives and is hereby accepted by the District as being substantially completed on the above date.

Substantial Completion is defined as meaning all work is complete except for minor corrections to work that has already been performed, and the date of substantial completion is the date when this level of completion has been achieved, in accordance with the contract documents, as modified by any change orders.

A list of all of the items remaining to be corrected is appended hereto. All such work shall be corrected to the satisfaction of the District before final acceptance of the project, otherwise the Contractor does hereby waive any and all claims to all moneys retained by the District under the Contract to cover the value of all such uncorrected items.

The Contractor hereby accepts the above conditions of substantial completion:

\_\_\_\_\_  
Contractor's Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Irvine Ranch Water District's Authorized Representative

\_\_\_\_\_  
Date

The following items or supplementary sheets listing such items remaining to be corrected are hereby made a part of this document by reference thereto:

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## ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between IRVINE RANCH WATER DISTRICT whose address is 15600 Sand Canyon Avenue, Irvine, California 92618-3102

hereinafter called "DISTRICT," and \_\_\_\_\_  
whose address is \_\_\_\_\_

\_\_\_\_\_ hereinafter called "Contractor" and \_\_\_\_\_  
whose address is \_\_\_\_\_

\_\_\_\_\_ hereinafter called "Escrow Agent."

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

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by DISTRICT pursuant to the Construction Contract entered into between DISTRICT and Contractor for \_\_\_\_\_ in the amount of \_\_\_\_\_ dated \_\_\_\_\_, (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the DISTRICT shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the DISTRICT within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between DISTRICT and Contractor. Securities shall be held in the name of Irvine Ranch Water District, and shall designate the Contractor as the beneficial owner.

(2) The DISTRICT shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

(3) When the owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created hereunder is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the DISTRICT pays the 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 the DISTRICT. These expenses and payment terms shall be determined by the DISTRICT, Contractor, and Escrow Agent.

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(5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the DISTRICT.

(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 DISTRICT to the Escrow Agent that DISTRICT consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) The Owner shall have a right to draw upon the securities in the event of default by Contractor. Upon seven (7) days' written notice to the Escrow Agent from DISTRICT of the default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the DISTRICT.

(8) Upon receipt of written notification from the DISTRICT certifying that the Contract is final and complete, and that the 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 the written notifications from the DISTRICT and Contractor pursuant to Sections (5) through (8), inclusive, of this agreement and the DISTRICT and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of DISTRICT and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of DISTRICT:

On behalf of Contractor:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

On behalf of Escrow Agent:

\_\_\_\_\_

Title

\_\_\_\_\_

Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Address

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

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

DISTRICT:

CONTRACTOR:

\_\_\_\_\_

Title

\_\_\_\_\_

Title

\_\_\_\_\_

Name

\_\_\_\_\_

Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Signature

# Storm Water Pollution Prevention Plan (SWPPP)

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Order No. R8-2019-0061

NPDES No. CAG918002

General Dewatering Permit  
(San Diego Creek/Newport Bay)

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Order No. R8-2020-0006

NPDES No. CAG998001

General Dewatering Permit  
(Non-San Diego Creek/Newport Bay)

Note: This page is intentionally left blank.

March 4, 2026

Prepared by: T. Edwards / E. Akiyoshi

Submitted by: K. Burton

Approved by: Paul A. Cook 

## ENGINEERING AND OPERATIONS COMMITTEE

### SANTIAGO CANYON AREA PROJECTS UPDATE

#### SUMMARY:

IRWD consolidated with the Santiago County Water District in 2006. Subsequently, several planning studies identified ways to optimize the integrated systems. Since 2018, several major projects have been completed in the Santiago Canyon area. These projects improve fire flow and emergency storage needs, enhancing the resilience and reliability of the water system in the canyons. Staff will present details on completed and active projects and recommend additional improvements to further enhance system performance and reliability.

#### BACKGROUND:

The Santiago Canyon Area was established in 1962 and the Santiago County Water District consolidated with IRWD in 2006. Following this consolidation, the 2008 Santiago Study was completed to provide recommendations for integrating the Santiago Canyon system into IRWD's potable water system.

In 2014, the Irvine Company designated the planned East Orange development as permanent open space, which substantially altered IRWD's future plans for the Santiago Canyon water system. In 2017 IRWD completed the Santiago Area Study, which identified system improvements to enhance fire flow capacity and emergency storage needs throughout the canyon areas. These projects include the Fleming Tank and Pump Station upgrades; upsizing of the Williams, Shaw, and Manning pump stations; adding pressure reducing valves to improve emergency and fire flow supply, pipeline upsizing, and radio / communication improvements.

In addition to these studies, condition assessments were completed in 2020 and 2022. The 2020 condition assessment provided a high-level evaluation of all tanks and pump stations by discipline (e.g., electrical, mechanical, and site). The 2022 assessment included a more detailed assessment of all steel tanks. These assessments resulted in recommendations to replace the Shaw Tank and rehabilitate the Chapman, Benner, and Modjeska Tanks.

Additional hydraulic analyses are ongoing to identify pipelines for upsizing or replacement to further enhance resilience and improve fire flow capacity. Staff will present project details and recommendations at the Committee meeting.

#### FISCAL IMPACTS:

The Modjeska Harding Pipeline Improvements, Project 13525, is not included in the FY 2025-26 Capital Budget and staff is requesting a budget addition. A budget addition in the amount of \$2,700,000 is requested to fund the engineering design and construction as shown in the following table. This project would be funded by potable water replacement funds.

Project No.	Current Budget	Addition <Reduction>	Total Budget
13525	\$0	\$2,700,000	\$2,700,000

ENVIRONMENTAL COMPLIANCE:

This project is subject to the California Environmental Quality Act (CEQA). In conformance with the California Code of Regulations Title 14, Chapter 3, Section 15004, the appropriate environmental document will be prepared when "meaningful information" becomes available.

RECOMMENDATION:

That the Board authorize a budget addition in the amount of \$2,700,000 for engineering design and construction of the Modjeska Harding Pipeline Improvements, Project 13525.

LIST OF EXHIBITS:

Exhibit "A" – Santiago Canyon Area Projects Update Presentation

**DRAFT**



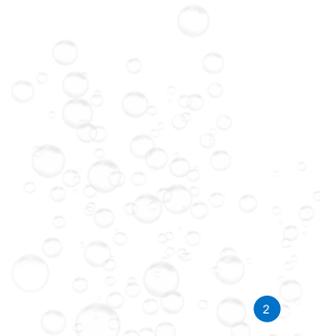
# **SANTIAGO CANYON AREA PROJECTS UPDATE**

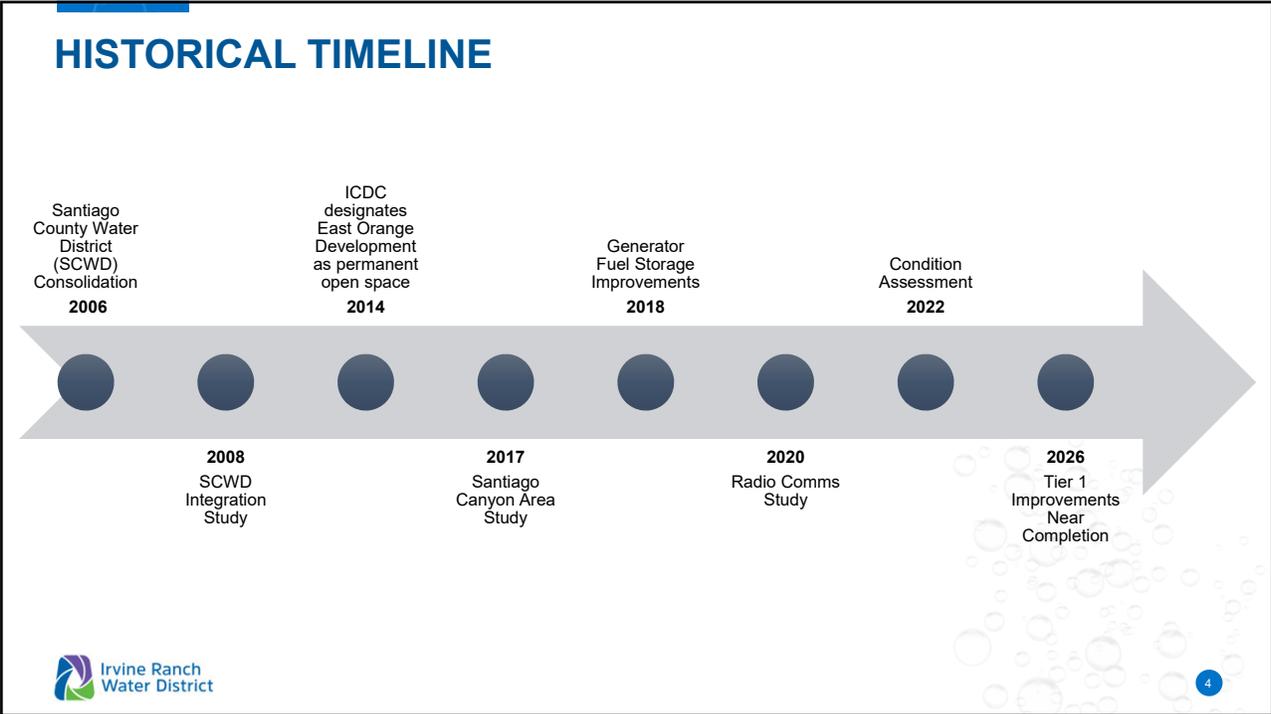
ENGINEERING & OPERATIONS COMMITTEE

MARCH 4, 2026

## **AGENDA**

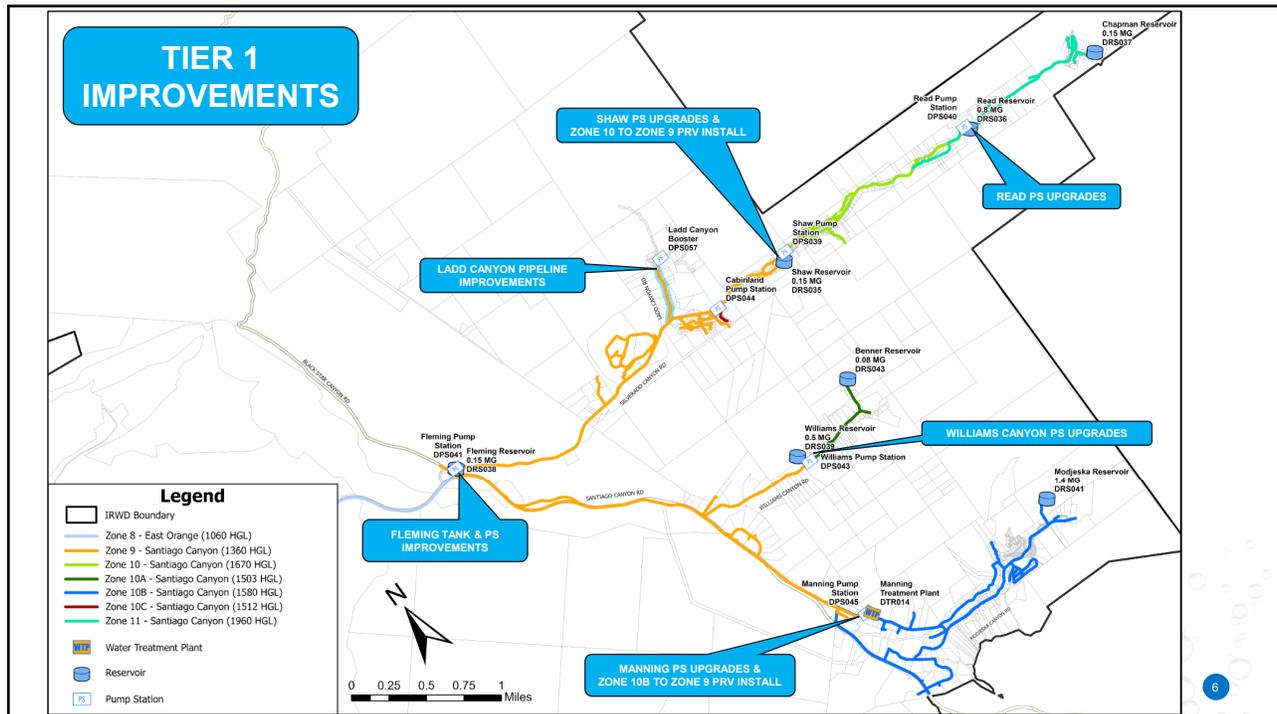
1. Background
2. Completed & Active Projects
3. Supplemental Improvements
4. Future Projects
5. Conclusions & Recommendations





# SANTIAGO AREA STUDIES

- Santiago Canyon fire flow improvements
  - Tier 1 Improvements (1,000 gpm Fire Flow)
    - Upgrade Fleming Tank and Pump Station (PS)
    - Manning, Read, Shaw, and Williams Canyon PS upgrades
    - Manning and Shaw Pressure Reducing Valves (PRV)
    - Ladd Canyon pipeline upsizing
  - Tier 2 Improvements (1,500 gpm Fire Flow)
    - Upsize additional 21,000 LF of **backbone** pipelines throughout Santiago Area
- Condition Assessments
- Radio Towers and Communications
- Generator Fuel Storage



## CONDITION ASSESSMENTS

- Performed Condition Assessments
  - 14 IRWD steel tanks
  - Prioritized Capital Improvement Projects
  - Evaluated Cathodic Protection System
- Recommended Projects
  - Benner Tank (0.08 MG)
  - Chapman Tank (0.15 MG)
  - Modjeska Tank (1.40 MG)
  - Shaw Tank (0.15 MG)



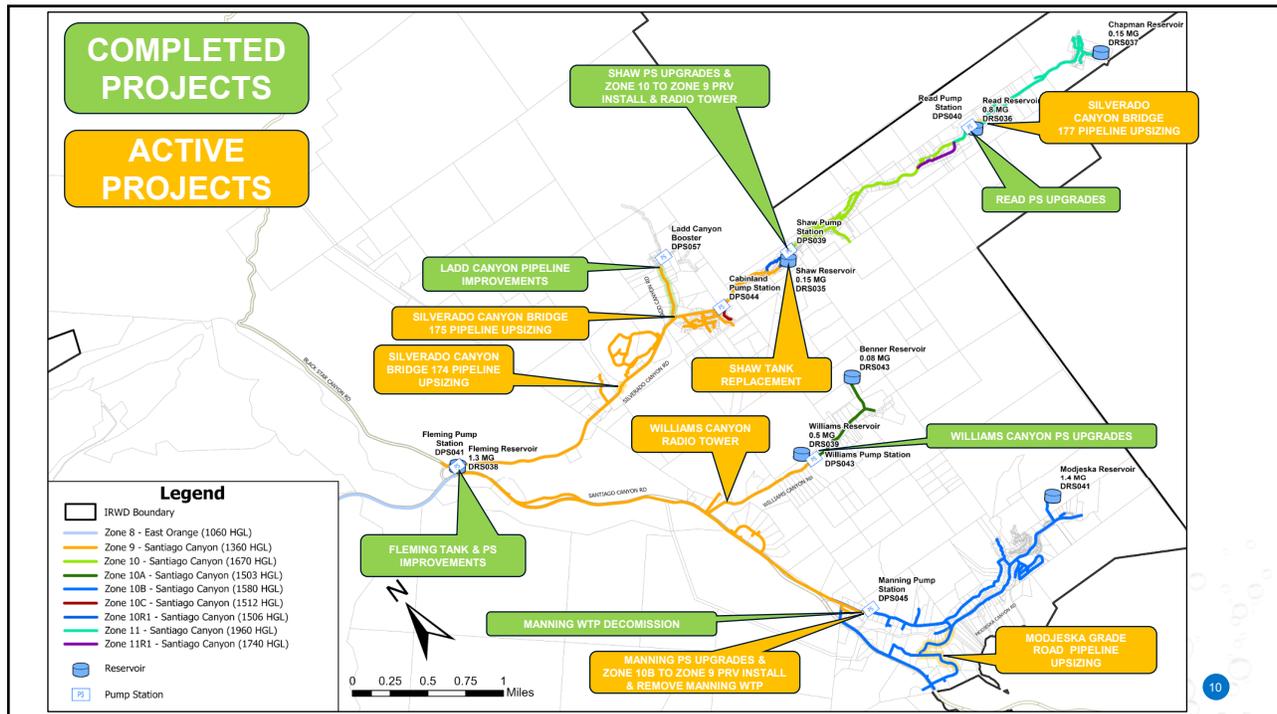
## COMMUNICATIONS AND FUEL STORAGE STUDIES

- Radio Tower and Communications
  - Williams Canyon Radio Tower
  - Shaw Tank Radio Tower
- Generator Fuel Storage
  - Adds 72 hours of fuel storage at all critical facilities





# COMPLETED & ACTIVE PROJECTS



## COMPLETED PROJECTS

- Ladd Canyon Pipeline Improvements
  - Upsized 2,100 LF of pipeline
- Santiago Canyon PS Improvements
  - Replaced and upsized Read, Shaw and Williams Canyon PS
  - Added PRVs near Read PS and at Shaw PS
  - Added communication improvements at Shaw Pump Station



## COMPLETED PROJECTS

### Fleming Tank and PS Improvements

- Replaced and upsized with 1.30 MG tank
- Replaced and upsized pump station
- Added RMS to optimize canyon water quality
- Added emergency operations and storage facility

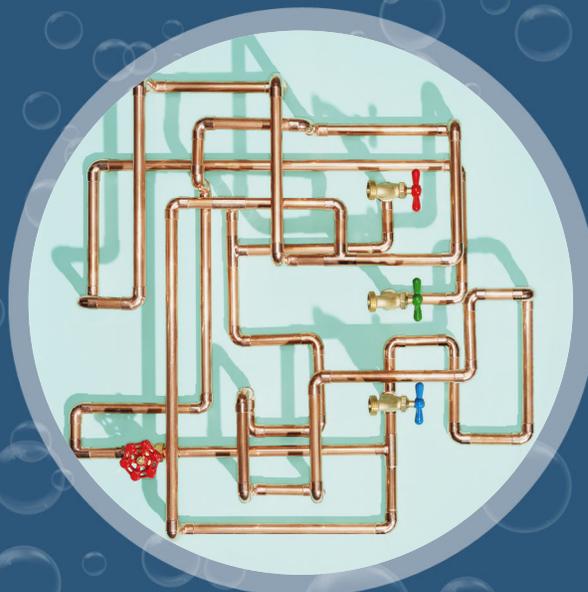


## ACTIVE PROJECTS

- Williams Canyon Radio Tower
  - Construction through 04/2026
- Manning Facility Improvements
  - Upgrade PS and add PRV
  - Remove Manning WTP
  - Construction 04/2026 to 12/2026
- Shaw Tank Replacement
  - Replace with 0.20 MG tank
  - Construction 11/2026 to 11/2027
- OC Public Works driven projects
  - Silverado Canyon Bridges Pipeline Upsizing
  - Modjeska Grade Road Pipeline Upsizing



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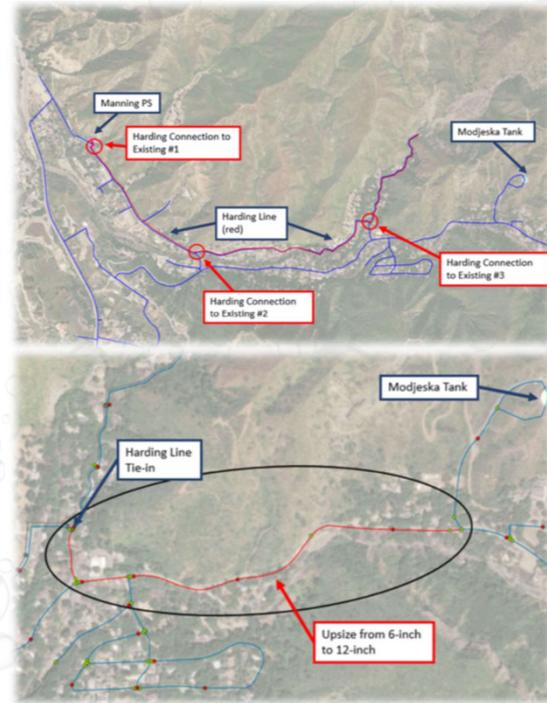
## SUPPLEMENTAL IMPROVEMENTS



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## MODJESKA HARDING PIPELINE

- Identified Fire Flow improvements in Modjeska Canyon area
  - Harding raw water pipeline conversion
  - Upsize 2,600 LF of pipeline
- Provides significant fire flow improvement to entire canyon



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## HELOPOD EVALUATION

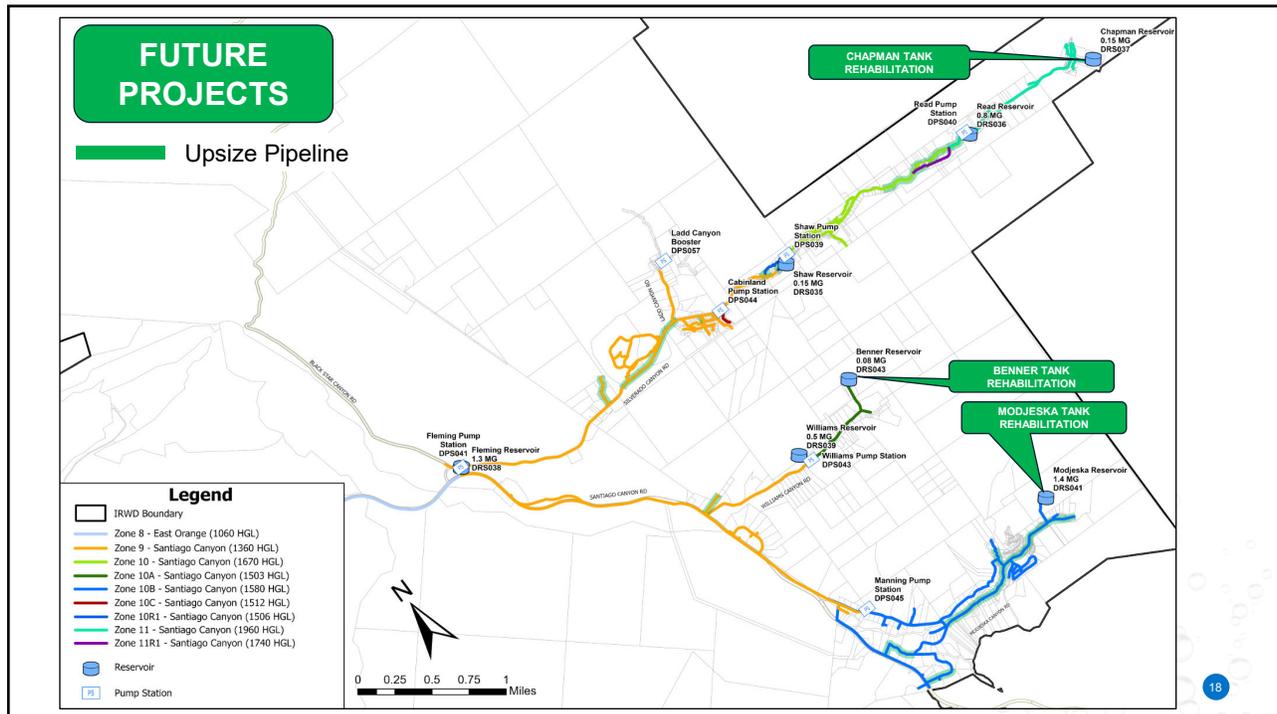
- Supplies helicopter air support during wildfires
- Evaluated HeloPod application during Santiago Dam construction
- Meets Max Day and Fire Flow conditions during construction



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# FUTURE PROJECTS





## CONCLUSIONS & RECOMMENDATIONS

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### CONCLUSIONS

- All Tier 1 Improvements are near completion
- Steel tank condition assessment recommendations are being implemented
- Planning studies have identified supplemental improvements
- Future projects will be prioritized using IRWD's risk-based tools
- Modjeska Harding Pipeline is a high value project

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## RECOMMENDATIONS

- Continue executing capital projects as recommended by past studies and condition assessments
- Continue to use risk model to prioritize replacement of pipelines
- Add Modjeska Harding Pipeline project to the capital budget and initiate project

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March 4, 2026  
Prepared by: J. Moeder / E. Le  
Submitted by: F. Nye / K. Burton / P. Weghorst  
Approved by: Paul A. Cook 

## ENGINEERING AND OPERATIONS COMMITTEE

### SYPHON RESERVOIR IMPROVEMENT PROJECT PERMITS AND BUDGET FOR OFF-SITE MITIGATION AREA

#### SUMMARY:

Environmental permits and other requirements are needed for the construction of the Syphon Reservoir Improvement Project (Project), including a Lake and Streambed Alteration Agreement (LSAA), Incidental Take Permit (ITP) for the Crotch's bumble bee, and a Minor Amendment to the Orange County Coastal Natural Community Conservation Plan / Habitat Conservation Plan (NCCP / HCP). An ITP has been issued and the Draft LSAA has been received for the Project. As part of the LSAA, IRWD is required to establish On-Site and Off-Site Mitigation Areas to compensate for impacts to aquatic resources. Staff recommends that the Board:

- Authorize the General Manager to execute the LSAA with California Department of Fish and Wildlife (CDFW);
- Authorize the General Manager to execute grant deed amendments and escrow funding agreements in amounts not to exceed \$30 million with CDFW for establishing On-Site and Off-Site Mitigation Areas required by the LSAA;
- Authorize the General Manager to execute a Conservation Easement and associated agreements required by the ITP, including establishing an endowment for long-term preservation and maintenance of the District's Irvine Lake North property in an amount not to exceed \$2 million; and
- Authorize the addition of Project 13519 in the amount of \$20,000,000 for the Syphon Reservoir Off-Site Mitigation Area project.

#### BACKGROUND:

Construction of the Project requires that IRWD obtain several environmental permits that are conditioned upon the District complying with various requirements and obligations, including establishing both On-Site and Off-Site Mitigation Areas. An ITP has been issued and a draft LSAA has been received for the Project. Following is a summary of the LSAA and ITP requirements, a discussion of a required Minor Amendment to the NCCP / HCP, and a description of the required Off-Site Mitigation Area.

#### Lake and Streambed Alteration Agreement:

Consistent with the requirements of Sections 1602 and 1603 of the California Fish and Game Code, IRWD is required to obtain an LSAA for construction of the Project. Staff worked with CDFW and IRWD's legal counsel at Kronick Moscovitz Tiedemann & Girard to finalize the LSAA, which is provided as Exhibit "A". The LSAA incorporates multiple measures to minimize impacts from the Project to approximately 12 acres of aquatic resources and requires

compensatory mitigation with assurances for long-term funding. The LSAA does not authorize take of any species.

*Compensatory Mitigation:*

To compensate for approximately 12 acres of impacts to aquatic resources, the LSAA requires IRWD to establish, conserve, and manage at least six acres of on-site riparian habitat, the On-Site Mitigation Area and approximately 25 acres of freshwater marsh and woody riparian habitat at IRWD's San Joaquin Marsh property located south of Campus Drive, which will make up the Off-Site Mitigation Area.

IRWD is required to conserve and manage the mitigation areas in perpetuity. The mitigation areas will require grant deed amendments for the Syphon Reservoir area and Off-Site Mitigation Area properties that will add CDFW as a third-party beneficiary and specify future funding obligations. The LSAA specifies that in the event IRWD, or any successor agency, no longer owns the properties, conservation easements would need to be recorded to ensure the perpetual nature of the mitigation areas.

*Security and Funding:*

To ensure that the mitigation areas are successfully established, IRWD is required to provide security in the form of escrow accounts for each mitigation area 60 days before initiating Project activities. The security amounts need to be equivalent to the amounts required to establish the On-Site and Off-Site Mitigation Areas. Establishment of the On-Site Mitigation area is estimated to not exceed \$10 million, and establishment of the Off-Site Mitigation area is estimated to not exceed \$20 million, for a combined total of \$30 million. Staff anticipates that the escrow accounts would be drawn down by the District as the mitigation sites are established. Staff is coordinating with IRWD legal counsel and CDFW to develop the escrow funding agreements that will include task-based schedules for drawing down the escrow accounts.

Incidental Take Permit:

In December 2025, CDFW issued the ITP, provided as Exhibit "B", to address potential impacts to the Crotch's bumble bee. As a candidate species, the Crotch's bumble bee receives protection under the California Endangered Species Act until a final listing determination is made by the California Fish and Game Commission. IRWD's Irvine Lake North property will be used to provide full compensatory mitigation for the Crotch's bumble bee and therefore must be placed under a Conservation Easement. While the District is the landowner, the ITP requires separate entities to serve as the Easement Holder and the Land Manager. Staff and legal counsel have been working to develop agreements with Southwest Resource Management Association (SRMA) to serve as the Easement Holder and with the Irvine Ranch Conservancy (IRC) to serve as the Land Manager.

The ITP also requires the District to fund an endowment, estimated to not exceed \$2 million, to provide for long-term management and preservation of the Irvine Lake North property. IRWD is coordinating with SRMA, IRC, and CDFW to finalize the necessary agreements and endowment.

NCCP Minor Amendment for Boundary Adjustment:

Implementation of the Project requires a Minor Amendment to the NCCP / HCP to remove the future reservoir and operational area from the Reserve. Approximately 68.5 acres would be removed, and – in place – IRWD’s 98.2-acre Irvine Lake North property would be added, resulting in no net loss to the Reserve. Staff has requested that the Natural Communities Coalition’s Boundary Adjustment Committee consider approval of a Minor Amendment to modify the Reserve boundary in March. If approved, NCCP requirements to place the replacement Reserve under a conservation easement would be incorporated into the Irvine Lake North Conservation Easement.

Off-Site Mitigation Area:

The proposed 33.4-acre Off-Site Mitigation Area for the Project is located near the intersection of Campus Drive and San Diego Creek directly across from the San Joaquin Marsh. The land parcel includes the Small Area Mitigation Site (SAMS-1) area that was previously used by the Irvine Company for mitigation and the area that was previously considered by IRWD for a potential Natural Treatment System facility. The terms of the LSAA require that water be conveyed from the San Joaquin Marsh to the Off-Site Mitigation Area. Accordingly, the mitigation project includes water conveyance improvements. A concept of the Off-Site Mitigation area is included as Exhibit “C”.

At the meeting, staff will present an overview of the environmental permits, requirements, and proposed Off-Site Mitigation area. A draft presentation is provided as Exhibit “D”.

FISCAL IMPACTS:

The LSAA requires IRWD to issue security in the form of escrow accounts equivalent to the cost of establishing the On-Site and Off-Site Mitigation Areas, estimated to not exceed \$30 million. The ITP requires the District to fund an endowment estimated at \$2 million. Funding for the endowment and for the escrow account related to the On-site Mitigation Area is included in the FY 2025-26 Capital Budget for Syphon Reservoir Improvements Project 03808. Staff requests the addition of Project 13519 to the FY 2025-2026 Capital Budget to fund the escrow account for establishing the Off-Site Mitigation Area project as shown in the following table. Funding will be provided by new capital for recycled water.

Project No.	Current Budget	Addition <Reduction>	Total Budget
13519	\$0	\$20,000,000	\$20,000,000

ENVIRONMENTAL COMPLIANCE:

The Syphon Reservoir Improvement Project Final Environmental Impact Report (FEIR) was certified and the Project approved by the IRWD Board of Directors on July 26, 2021. Addendum No. 1 to the Syphon Reservoir Improvement Project FEIR was adopted by the IRWD Board of Directors on August 26, 2024. Addendum No. 2 to the Syphon Reservoir Improvement Project FEIR was adopted by the IRWD Board of Directors on May 12, 2025. Addendum No. 3 to the Syphon Reservoir Improvement Project was adopted by the IRWD Board of Directors on October 27, 2025.

RECOMMENDATION:

That the Board authorize the General Manager to execute the Lake and Streambed Alteration Agreement between the California Department of Fish and Wildlife and IRWD; authorize the General Manager to execute grant deed amendments and escrow funding agreements in amounts not to exceed \$30 million with the California Department of Fish and Wildlife for establishing On site and Off-site Mitigation Areas required by the Lake and Streambed Alteration Agreement; authorize the General Manager to execute a Conservation Easement and associated agreements required by the Incidental Take Permit, including establishing an endowment for long-term preservation and maintenance of IRWD's Irvine Lake North property in an amount not to exceed \$2 million; and authorize the addition of Project 13519 to the budget in the amount of \$20,000,000 for the Syphon Reservoir Off-Site Mitigation Area project.

LIST OF EXHIBITS:

- Exhibit "A" – Lake and Streambed Alteration Agreement for Syphon Reservoir and Unnamed Drainages Tributary to Syphon Reservoir
- Exhibit "B" – Incidental Take Permit for Syphon Reservoir Improvement Project
- Exhibit "C" – Concept for Off-Site Mitigation Area Project
- Exhibit "D" – Draft Presentation

**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**  
SOUTH COAST REGION  
3883 RUFFIN ROAD  
SAN DIEGO, CA, 92123



**STREAMBED ALTERATION AGREEMENT – FINAL VERSION**  
EPIMS-ORA-48911-R5  
SYPHON RESERVOIR AND UNNAMED DRAINAGES TRIBUTARY TO SYPHON  
RESERVOIR

PAUL A. COOK  
IRVINE RANCH WATER DISTRICT  
SYPHON RESERVOIR IMPROVEMENT PROJECT (PROJECT)

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Irvine Ranch Water District (Permittee) as represented by Paul A. Cook.

### **RECITALS**

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on March 13, 2024, that Permittee intends to complete the Project described herein.

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

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

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

### **PROJECT LOCATION**

The Project is located at the existing Syphon Reservoir and unnamed drainages to Syphon Reservoir, northeast of Portola Parkway between Bee Canyon Access Road and SR-133 in the County of Orange, State of California; Latitude 33.712018 N, Longitude -117.729456 W; Assessor's Parcel Numbers (APN) 104-117-40, 104-117-27, and 104-117-42.

The off-site mitigation area is located near San Joaquin Marsh, northwest of the intersection of Campus Drive and University Drive in City of Irvine, County of Orange, State of California; Latitude 33.65560953 N, Longitude -117.84787172 W; APN 445-072-16.

## **PROJECT DESCRIPTION**

The Project is limited to activities associated with the expansion of Syphon Reservoir, the Syphon Dam, and Syphon Reservoir Treatment Facilities. Access and maintenance roads; and an on-site and an off-site mitigation area are also included in the Project.

### **Site Preparation, Preconstruction Activities, and Access Roads**

All water within the reservoir will be drained and vegetation cleared between September 16 to January 31, outside of the bird nesting season, prior to initiation of active construction activities. Access roads and temporary construction roads will then be established, with the primary access point for operation and maintenance provided at the intersection at Portola Parkway and Sand Canyon Ave. An existing unpaved road, previously used to access an abandoned portion of the Highline Canal, will be improved to allow for two lanes of construction access on site. Excavation into the existing slope and retaining wall construction may be conducted to allow for large truck access.

Stockpile, staging areas, and runoff settling basins will also be installed during construction mobilization and will be located primarily within the expanded reservoir inundation area. These locations will hold reusable excavation materials, sediments, topsoil, as well as material imported from off site, and may be used for excavating borrow materials once stockpiles are removed. Additional stockpile/staging locations may be established outside the inundation area to hold materials primarily used in upland restoration. Temporary construction roads may be adjusted following exhaustion of these stockpiles, staging, and potential excavation areas. Some of these roads may transition into permanent maintenance and access roads. Runoff settling basins will capture sediment and runoff, including nuisance flow, flows from the storm drain conduit below SR-133, and flows from dewatering operations. They may also be used as a water source for dust control and soil moisture conditioning. Initial construction areas will be cleared, and ingress/egress areas will be delineated/marked so that surrounding habitat and riparian impacts are minimized.

### **Reservoir Expansion**

Reservoir expansion will increase the reservoir's maximum water surface elevation from 376 ft above mean sea level (AMSL) to 456 ft AMSL, and reservoir capacity will increase from 500 acre-feet to approximately 5,500 acre-feet. Shoreline expansion will result from the increased reservoir capacity, inundating up to 82 acres of upland and wetland vegetation communities, including Natural Conservation Community Planning (NCCP)/Habitat Conservation Plan (HCP) Reserve lands. The existing reservoir ground surface will be non-uniformly excavated to obtain approximately 2.2 million cubic yards of material for construction of the new dam. A seepage control drainage system will be constructed on the downstream side of the dam to route seepage through the dam and prevent erosion in the embankment area.

A groundwater monitoring well is also included within the reservoir expansion area. The sampling location is within the Project footprint.

Groundwater relief trenches will be installed as needed during excavation. The area downstream of the toe of the dam will also be dewatered. Large excavators and articulated trucks will be used for borrow excavation, and processing and drying of saturated materials will take place at the stockpile areas. The excavation phase of the Project is anticipated to take approximately 7 to 9 months.

## **Dam Expansion**

Following excavation, stockpiling, and processing of sediment, the existing dam at Syphon Reservoir will be replaced with a new engineered dam, increasing dam height to 136 ft from 59 ft and increasing dam crest elevation to 468 ft AMSL from 385 ft AMSL. The dam will be an earthen fill embankment, with embankment slopes providing adequate stability for seismic loading conditions. The dam crest will be approximately 30 ft wide and 1,400 ft long. The dam will be constructed of primarily on-site materials obtained from excavation of the existing earthen embankment dam and spillway, excavation below the new dam footprint, and borrow excavations within the existing and proposed reservoir area; however, importation of some natural earth material from a quarry located in Corona is anticipated, approximately 200,000 cubic yards of material. The natural earth material will be non-toxic and inert. To provide erosion protection from wave action within the reservoir, the upstream slope of the dam will be slope protected with riprap. Grass will be installed on the downstream slope to provide vegetative erosion protection from rainfall runoff. Depending on weather conditions, approximately 12 months of work will be required to construct the embankment above 340 ft AMSL of elevation (up to the dam crest). Equipment used to construct the embankment will include scrapers, large excavators, articulated trucks, bulldozers, sheepsfoot, vibratory rollers, graders, and water wagons.

The spillway crest will be constructed to an elevation of approximately 456 ft AMSL, which will prevent overtopping of the dam by providing 12 ft of freeboard relative to the dam crest (468 ft AMSL). The spillway will be constructed as an underground pipe.

Construction of the expanded reservoir, dam, and spillway is expected to be completed in approximately 48 months, depending on weather conditions.

## **Treatment Facilities**

Existing strainer and disinfection facilities will be demolished during construction of the new dam and replaced with expanded facilities at the toe of the new dam for filtration, chlorination, and de-chlorination. The footprint of the facilities is anticipated to be approximately 45 ft by 200 ft. Once the new dam embankment is largely complete, the new treatment facility area will be prepared and graded, followed by installation of buried and exposed piping, mechanical, electrical/control, and structural facilities. Any water encountered during excavation or trenching will first be reused on site as construction water (if feasible), second be discharged to sewer, and third be discharged to storm drain with treatment if the capacities of the first two options are exceeded. Trench width, depending on the size of the pipeline, will vary from 2 to 6 ft. Construction of treatment facilities is expected to take approximately 2 years, and equipment includes

a front-end loader, backhoe, bobtail dump truck, transit mix concrete truck, cranes, vibratory walk-behind compactor and water truck.

### **On-site Freshwater Wetland and Riparian Habitat Replacement Areas**

An on-site mitigation area for woody-riparian habitat of at least 6.0 acres will be established at the northeast end of the expanded reservoir. The on-site mitigation area will be initially irrigated with temporary overhead spray irrigation to assist with plant establishment. Permanent irrigation will be provided from two sources: 1) directly from the expanded reservoir when water levels reach the control structure elevation in the peripheral berm, that will allow water to flow into the on-site mitigation area; and 2) a flood irrigation system installed at the high points of the site to allow water to inundate the area. Water will be supplied from the existing Santiago Aqueduct Commission water line that crosses the northeast corner of the property. IRWD has existing agreements allowing its use of water from the Santiago Aqueduct Commission water line.

### **San Joaquin Marsh Off-site Aquatic Habitat Mitigation Area**

An off-site mitigation area will be established directly to the west of IRWD's 321-acre San Joaquin Marsh (SJM) wetland area. This area is comprised of two sub-parcels: the SAMS-1 parcel, previously used as mitigation by The Irvine Company; and the NTS-62 parcel, which was considered for a habitat restoration and water quality improvement project by IRWD but was not implemented. The mitigation site will be irrigated with water from San Diego Creek diverted directly to the Off-site Mitigation Area. This irrigation would be provided through a new pipeline that stems off the existing SJM discharge pump (or from the discharge pipeline closer to San Diego Creek). In addition to irrigation of the mitigation site, the new piping will also allow for connection to the existing UC Pond 1, which is directly to the southwest of the site. Currently, water is occasionally diverted from SJM to the University of California's (UC) San Joaquin Marsh Reserve after large rain events. This Agreement does not authorize any repairs or replacements to UC's existing intake.

### **Operations, Maintenance, and Additional Geotechnical Investigations**

This Agreement covers the activities associated with the expansion of Syphon Reservoir, the Syphon Dam, and Syphon Reservoir Treatment Facilities, access/maintenance roads, and on-site and off-site restoration. It does not cover the operations, maintenance, or any additional activities including, but not limited to, geotechnical investigations. These subsequent activities may require new notification for Lake or Streambed Alteration to be submitted to CDFW.

### **PROJECT IMPACTS**

Existing fish or wildlife resources the Project could substantially adversely affect include:

**Amphibians:** California toad (*Anaxyrus boreas halophilus*), Baja California treefrog (*Pseudacris hypochondriaca hypochondriaca*);

**Birds:** sharp-shinned hawk (*Accipiter striatus*), Southern California rufous-crowned sparrow (*Aimophila ruficeps canescens*), grasshopper sparrow (*Ammodramus savannarum*), red-shouldered hawk (*Buteo lineatus*), coastal cactus wren (*Campylorhynchus brunneicapillus sandiegensis*), Vaux's swift (*Chaetura vauxi*), northern harrier (*Circus cyaneus*), white-tailed kite (*Elanus leucurus*), prairie falcon (*Falco mexicanus*), American peregrine falcon (*Falco peregrinus anatum*), yellow-breasted chat (*Icteria virens*), coastal California gnatcatcher (*Polioptila californica californica*), yellow warbler (*Setophaga petechia*), least Bell's vireo (*Vireo bellii pusillus*), mallard (*Anas platyrhynchos*), redhead (*Aythya americana*), Canada goose (*Branta canadensis*), ruddy duck (*Oxyura jamaicensis*), California quail (*Callipepla californica*), western grebe (*Aechmophorus occidentalis*), double-crested cormorant (*Phalacrocorax auritus*), great egret (*Ardea alba*), great blue heron (*Ardea herodias*), green heron (*Butorides virescens*), snowy egret (*Egretta thula*), white-faced ibis (*Plegadis chihi*), turkey vulture (*Cathartes aura*), osprey (*Pandion haliaetus*), Cooper's hawk (*Accipiter cooperii*), red-tailed hawk (*Buteo jamaicensis*), American coot (*Fulica americana*), killdeer (*Charadrius vociferous*), black-necked stilt (*Himantopus mexicanus*), least sandpiper (*Calidris minutilla*), greater yellowlegs (*Tringa melanoleuca*), Caspian tern (*Hydroprogne caspia*), Forster's tern (*Sterna forsteri*), rock pigeon (*Columba livia*), mourning dove (*Zenaida macroura*), greater roadrunner (*Geococcyx californianus*), lesser nighthawk (*Chordeiles acutipennis*), white-throated swift (*Aeronautes saxatalis*), Anna's hummingbird (*Calypte anna*), rufous hummingbird (*Selasphorus rufus*), Allen's hummingbird (*Selasphorus sasin*), northern flicker (*Colaptes auratus*), Nuttall's woodpecker (*Picoides nuttallii*), Pacific-slope flycatcher (*Empidonax difficilis*), ash-throated flycatcher (*Myiarchus cinerascens*), black phoebe (*Sayornis nigricans*), Say's phoebe (*Sayornis saya*), Cassin's kingbird (*Tyrannus vociferans*), American crow (*Corvus brachyrhynchos*), common raven (*Corvus corax*), horned lark (*Eremophila alpestris*), barn swallow (*Hirundo rustica*), cliff swallow (*Petrochelidon pyrrhonota*), northern rough-winged swallow (*Stelgidopteryx serripennis*), tree swallow (*Tachycineta bicolor*), bushtit (*Psaltriparus minimus*), Bewick's wren (*Thryomanes bewickii*), house wren (*Troglodytes aedon*), blue-gray gnatcatcher (*Polioptila caerulea*), wrentit (*Chamaea fasciata*), northern mockingbird (*Mimus polyglottos*), California thrasher (*Toxostoma redivivum*), cedar waxing (*Bombycilla cedrorum*), Townsend's warbler (*Dendroica townsendi*), common yellowthroat (*Geothlypis trichas*), orange-crowned warbler (*Oreothlypis celata*), Wilson's warbler (*Wilsonia pusilla*), song sparrow (*Melospiza melodia*), California towhee (*Melozone crissalis*), spotted towhee (*Pipilo maculatus*), Lazuli bunting (*Passerina amoena*), blue grosbeak (*Passerina caerulea*), black-headed grosbeak (*Pheucticus melanocephalus*), western tanager (*Piranga ludoviciana*), Bullock's oriole (*Icterus bullockii*), hooded oriole (*Icterus cucullatus*), great-tailed grackle (*Quiscalus mexicanus*), western meadowlark (*Sturnella neglecta*), house finch (*Carpodacus mexicanus*), lesser goldfinch (*Carduelis psaltria*), Lawrence's goldfinch (*Spinus lawrencei*), American goldfinch (*Spinus tristis*);

**Invertebrates:** Crotch's bumble bee (*Bombus crotchii*), mourning cloak (*Nymphalis antiopa*), western tiger swallowtail (*Papilio rutulus*), painted lady (*Vanessa cardui*);

**Mammals:** coyote (*Canis latrans*), Virginia opossum (*Didelphis virginiana*), desert cottontail (*Sylvilagus audubonii*), raccoon (*Procyon lotor*);

**Plants:** San Diego County viguiera (*Bahiopsis laciniata*), Santa Catalina mariposa lily (*Calochortus catalinae*), intermediate mariposa-lily (*Calochortus weedii* var. *intermedius*), blue elderberry (*Sambucus nigra* ssp. *caerulea*), procumbent pigweed (*Amaranthus blitoides*), California amaranth (*Amaranthus californicus*), laurel sumac (*Malosma laurina*), lemonadeberry (*Rhus integrifolia*), poison oak (*Toxicodendron diversilobum*), wild carrot (*Daucus pusillus*), sanicle (*Sanicula* sp.), climbing milkweed (*Funastrum cynanchoides* var. *hartwegii*), sacapellote (*Acourtia microcephala*), western pearly everlasting (*Anaphalis margaritacea*), California sagebrush (*Artemisia californica*), coyote brush (*Baccharis pilularis*), mule fat (*Baccharis salicifolia*), California brickellbush (*Brickellia californica*), fascicled tarweed (*Deinandra fasciculata*), false daisy (*Eclipta prostrata*), California brittlebush (*Encelia californica*), brittlebush (*Encelia farinosa*), pine-bush (*Ericameria pinifolia*), horseweed (*Erigeron canadensis*), leafy fleabane (*Erigeron foliosus*), golden yarrow (*Eriophyllum confertiflorum*), lowland cudweed (*Gnaphalium palustre*), California matchweed (*Gutierrezia californica*), telegraph weed (*Heterotheca grandiflora*), Menzies' goldenbush (*Isocoma menziesii* var. *menziesii*), coastal goldenbush (*Isocoma menziesii* var. *vernonioides*), Coulter's horseweed (*Laennecia coulterii*), narrowleaf cottonrose (*Lagfia gallica*), goldfields (*Lasthenia* sp.), false rosinweed (*Osmadenia tenella*), two-color rabbit-tobacco (*Pseudognaphalium bioletti*), Ladies' tobacco (*Pseudognaphalium californicum*), Wright's cudweed (*Pseudognaphalium canescens*), Jersey cudweed (*Pseudognaphalium luteoalbum*), grassland silverpuffs (*Stebbinsoseris heterocarpa*), rod wirelettuce (*Stephanomeria virgata*), silver puffs (*Uropappus lindleyi*), cocklebur (*Xanthium strumarium*), common fiddleneck (*Amsinckia menziesii*), cryptantha (*Cryptantha* sp.), seaside heliotrope (*Heliotropium curassavicum* var. *oculatum*), caterpillar phacelia (*Phacelia cicutaria*), wild Canterbury bells (*Phacelia minor*), popcornflower (*Plagiobothrys* sp.), shaggyfruit pepperweed (*Lepidium lasiocarpum*), curvepod yellowcress (*Rorippa curvisiliqua*), common eucrypta (*Eucrypta chrysanthemifolia*), coast cholla (*Cylindropuntia prolifera*), tuna cactus (*Opuntia ficus-indica*), coastal prickly pear (*Opuntia littoralis*), western prickly pear (*Opuntia occidentalis*), Vasey's prickly pear (*Opuntia vaseyi*), small-flower catchfly (*Silene gallica*), bladderpod (*Peritoma arborea*), island false bindweed (*Calystegia macrostegia*), pigmy weed (*Crassula connata*), lance-leaved dudleya (*Dudleya lanceolata*), many-stemmed dudleya (*Dudleya multicaulis*), calabazilla (*Cucurbita foetidissima*), chilicothe (*Marah macrocarpa*), turkey-mullein (*Croton setigerus*), rattlesnake weed (*Euphorbia alomarginata*), smallseed sandmat (*Euphorbia polycarpa*), thyme-leafed spurge (*Euphorbia serpillifolia*), deerweed (*Acmispon glaber*), small flowered lotus (*Acmispon micranthus*), strigose lotus (*Acmispon strigosus*), miniature lupine (*Lupinus bicolor*), arroyo lupine (*Lupinus succulentus*), blunt leaved lupine (*Lupinus truncatus*), clover (*Trifolium* sp.), coast live oak (*Quercus agrifolia*), California centaury (*Zeltnera venusta*), white sage (*Salvia apiana*), chia (*Salvia columbariae*), black sage (*Salvia mellifera*), vinegarweed (*Trichostema lanceolata*), chaparral mallow (*Malacothamnus fasciculatus*), Miner's lettuce (*Claytonia perfoliata*), wishbone bush (*Mirabilis laevis* var. *crassifolia*), intermediate sun cups (*Camissoniopsis intermedia*), California fuchsia (*Epilobium canum*), creeping primrose-willow (*Ludwigia*

*repens*), purple owl's-clover (*Castilleja exserta*), orange bush monkeyflower (*Diplacus aurantiacus*), Nuttall's snapdragon (*Antirrhinum nuttallianum*), California plantain (*Plantago erecta*), Turkish rugging (*Chorizanthe staticoides*), California buckwheat (*Erigonum fasciculatum*), false waterpepper (*Persicaria hydropiperoides*), willow weed (*Persicaria lapathifolia*), fairy mist (*Pterostegia drymariodes*), toyon (*Heteromeles arbutifolia*), narrow leaved bedstraw (*Galium angustifolium*), Goodding's black willow (*Salix gooddingii*), arroyo willow (*Salix lasiolepis*), Parry's jepsonia (*Jepsonia parryi*), showy penstemon (*Penstemon spectabilis*), sacred thorn-apple (*Datura wrightii*), Indian tobacco (*Nicotiana quadrivalvis*), American black nightshade (*Solanum americanum*), greenspot nightshade (*Solanum douglasii*), bigbract verbena (*Verbena bracteata*), western vervain (*Verbena lasiostachys*), wavyleaf soap plant (*Chlorogalum pomeridianum* var. *pomeridianum*), chaparral yucca (*Hesperoyucca whipplei*), giant yucca (*Yucca gigantea*), moundlily yucca (*Yucca gloriosa*), tall cyperus (*Cyperus eragrostis*), California bulrush (*Schoenoplectus californicus*), toad rush (*Juncus bufonius*), common goldenstar (*Bloomeria crocea*), splendid mariposa lily (*Calochortus splendens*), salt grass (*Distichlis spicata*), giant wild rye (*Elymus condensatus*), Mexican sprangletop (*Leptochloa fusca* ssp. *uninervia*), little California melica (*Melica imperfecta*), littleseed muhly (*Muhlenbergia microsperma*), Nevada blue grass (*Poa secunda*), Mediterranean grass (*Schismus barbatus*), crested needlegrass (*Stipa coronata*), foothill needlegrass (*Stipa lepida*), purple needlegrass (*Stipa pulchra*), common goldenstar (*Bloomeria crocea*), blue dicks (*Dichelostemma capitatum*), narrowleaf cattail (*Typha domingensis*);

**Reptiles:** coastal whiptail (*Aspidoscelis tigris stejnegeri*), orange-throated whiptail (*Aspidoscelis hyperythrus*), western fence lizard (*Sceloporus occidentalis*), side-blotched lizard (*Uta stansburiana*), southern Pacific rattlesnake (*Crotalus oreganus helleri*);

And all other riparian/wetland vegetation which provides habitat for these species and all other aquatic and wildlife resources in the Project vicinity.

The adverse effects the Project could have on the fish or wildlife resources identified above include: change in channel cross-section (confinement or widening); relocation of stream channel; degradation or aggradation of channel; accelerated channel scour; increase of bank erosion during construction; change in composition of channel materials; change in contour of bed, channel or bank; increase in sediment transport; increased turbidity; short-term release of contaminants; change in water temperature; change in dissolved oxygen (DO); loss or decline of riparian and/or emergent marsh habitat; change to, or loss or decline of natural bed substrate; colonization by exotic plant species; disruption to nesting birds and other wildlife; construction pits and trenches that can capture terrestrial organisms; disturbance from Project activity; change in shading or insolation leading to vegetative change; diversion of flow water from, or around, activity site; dewatering; rewatering; change in stream flow; change in flow depth, width, and velocity; and change in channel form; loss or decline of instream channel habitat; soil compaction.

## Impacts

The Project is anticipated to impact approximately 6.2 acres of woody riparian habitat consisting of arroyo willow thicket, black willow thicket, mule fat scrub, and other species; 5.33 acres of tule marsh; and 0.74 acres of ephemeral drainage consisting of coyote brush scrub, chapparal bushmallow scrub, laurel sumac chaparral, California sagebrush scrub, coast prickly pear scrub, and other species.

## MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

### 1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, all related notification materials, and California Environmental Quality Act (CEQA) documents, if any, always readily available at the Project site and shall be presented to CDFW personnel, or personnel from another local, state, or federal agency, upon request.
- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the Project at the Project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the Project by another local, state, or federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee acknowledges that CDFW law enforcement personnel, using lawful means, may enter the Project site any time without notice to verify compliance with the Agreement. Permittee agrees that CDFW scientific personnel may enter the Project site with 24-hour advance notice to verify compliance with the Agreement.
- 1.5 Changes in Project. If Permittee anticipates Project scope changes, any additional impacts to resources subject to Fish and Game Code section 1602, or additional operations and maintenance activities not identified in this Agreement, Permittee shall submit to CDFW a request to amend this Agreement.
- 1.6 Notification Requirements. CDFW requires that Permittee: 1) immediately contact CDFW in writing if monitoring reveals that any of the protective measures were not implemented or if it anticipates that measures will not be implemented within the time period specified; or 2) immediately notify CDFW if any of the protective measures are not providing the level of protection that is appropriate for the impact that is occurring. Permittee shall provide recommendations, if any, for alternative

protective measures. Permittee shall report any violations or non-compliance of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, to the CDFW contact identified below immediately after learning of the violation or non-compliance occurring.

- 1.7 Compliance. CDFW may, at its sole discretion, review relevant documents maintained by Permittee, interview Permittee's employees and agents, inspect the work site, and take other actions to assess compliance with or effectiveness of protective measures in this Agreement. CDFW shall verify compliance with protective measures to ensure the accuracy of Permittee's mitigation, monitoring, and reporting efforts.
- 1.8 Agreed Work Activities. The activities identified in the above Project description constitute the limit of activities agreed to and resolved by this Agreement. The signing of this Agreement does not imply that Permittee is precluded from doing other activities within the streams identified within the Project location. However, activities not specifically agreed to and resolved by this Agreement may be subject to a separate notification.
- 1.9 No Trespass. To the extent that any provisions of this Agreement provide for activities that require Permittee to traverse another owner's property, such provisions are agreed to with the understanding that Permittee possesses the legal right to so traverse. In the absence of such right, any such provision is void.
- 1.10 Local, State, and Federal Permits. This Agreement does not relieve Permittee from obtaining any other permits or authorizations that might be required under other local, state, or federal laws or regulations before beginning the Project the Agreement covers.
- 1.11 Designated Biologist(s). Permittee shall not enter into any agreement or contract of any kind, including but not limited to non-disclosure agreements and confidentiality agreements, with the Designated Biologist(s) or Biological Monitors that prohibit or impede open communication with CDFW, including but not limited to providing CDFW staff with the results of any surveys, reports, or studies or notifying CDFW of any non-compliance or take.

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

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

### **Definitions**

- 2.1 Designated Biologist Definition. A Designated Biologist is an individual who is approved by CDFW to handle all terrestrial/aquatic common species and species of special concern listed above.

- 2.2 Listed Species Definition. A listed species means a candidate, threatened, or endangered species under the California Endangered Species Act (CESA) (Fish & G. Code, § 2050 et seq.).
- 2.3 Fully Protected Species Definition. Fully protected species are those specifically identified in Fish and Game Code sections 3511, 4700, 5050, and 5515.

### **Species Protection**

- 2.4 County of Orange (Central/Coastal) NCCP/HCP Plan Conditions. Permittee shall implement conditions applicable to the Project under the Central/Coastal NCCP/HCP Plan, including but not limited to conditions regarding least Bell's vireo, coastal California gnatcatcher, and other species covered under the Central/Coastal NCCP/HCP Plan.
- 2.5 Does Not Authorize Take of State-listed Species. This Agreement does not authorize take of any candidate, threatened, or endangered or candidate species under the California Endangered Species Act (CESA) (Fish & G. Code, § 2050 et seq.), or any species fully protected under the Fish and Game Code. "Take" means "to hunt, pursue, catch, capture or kill or attempt to hunt, pursue, catch, capture, or kill." (Fish & G. Code, § 86.). If there is potential for take of any CESA-protected or fully protected species, Permittee shall consult with CDFW.
- 2.6 Incidental Take Permit. An Incidental Take Permit (ITP) from CDFW may be required if the Project, Project construction, or any Project-related activity during the life of the Project will result in "take" as defined by the Fish and Game Code, of any species protected by CESA [Fish & G. Code, §§ 86, 2080, 2081, subd. (b) (c)]. If there is a potential for take, Permittee should request consultation with CDFW and obtain the necessary state permits and/or submit plans to avoid any impacts to the species. Consultation with U.S. Fish and Wildlife Service or National Marine Fisheries Service would be required to receive take authority for federal threatened and endangered species.
- 2.7 Environmental Education Program/Materials. Educational materials shall be created and incorporated into an environmental training, to be conducted for all Project personnel entering the Project area where sensitive habitats and/or species may be present. Educational materials may be brief and concise but should illustrate sensitive species and their habitat, discuss any specific measures to protect the species, what to do if the species is observed, and so forth. Interpretation shall be provided for workers who do not have fluency in English, and the same instruction shall be provided for any new workers prior to their performing work on-site. Permittee shall prepare and distribute wallet-sized cards or a fact sheet for workers to carry on-site that contains this information and pertinent Project contacts. Upon completion of the education program, employees shall sign a form stating they attended the program and understand all protection measures. These forms shall be filed at the worksite offices and be available to CDFW upon request.

- 2.8 Designated Biologist. Permittee shall obtain CDFW's written approval to qualify a biologist at least thirty (30) days before initiating any Project activities. Permittee shall submit to CDFW in writing, the name, qualifications, business address, and contact information for any biologist to conduct work under this Agreement. The Designated Biologist shall be knowledgeable and experienced in the biology and natural history of local fish and wildlife resources present at the Project site, and they shall have experience identifying, capturing, handling, and relocating the wildlife species. The Designated Biologist shall be responsible for monitoring all Project activities, including construction and any ground- or vegetation-disturbing activities in areas subject to this Agreement.
- 2.9 Designated Biologist Authority. The Designated Biologist shall have authority to immediately stop any activity that is not in compliance with this Agreement, and/or to order any reasonable measure to avoid or minimize impacts to fish and wildlife resources. Neither the Designated Biologist nor CDFW shall be liable for any costs incurred as a result of compliance with this measure. This includes cease-work orders issued by CDFW.
- 2.10 Biological Monitor. Permittee or Designated Biologist may designate a person as a Biological Monitor to monitor on-site compliance with all conditions of this Agreement. The Biological Monitor shall halt Project Activities to comply with the terms of this Agreement and otherwise avoid impacts to species or habitats. The Biological Monitor is **not** authorized to handle or otherwise disturb special status species.
- 2.11 Daily Clearance Survey. Before the start of daily Project activities, a Designated Biologist or Biological Monitor shall survey the Project area to ensure wildlife incidentally trapped due to Project activities are allowed to escape.
- 2.12 Terrestrial Wildlife Species. Designated Biologist or Biological Monitor shall inspect the Project area prior to any Project activities. Any individuals found shall not be harassed and shall be allowed to leave the Project area unharmed. If needed, a Designated Biologist may guide, handle, or capture an individual non-listed wildlife species to move it to a nearby safe location within nearby refugium, or it shall be allowed to leave the project site of its own volition. Capture methods may include hand, dip net, lizard lasso, snake tongs, and snake hook. If the wildlife species is discovered or is caught in any pits, ditches, or other types of excavations, the Designated Biologist shall release it into the most suitable habitat nearby the site of capture.
- 2.13 Wildlife Records. A record shall be maintained of all relocated wildlife. The record shall include the date of capture, the method of capture, the location of movement in relation to the Project site, and the number and species moved. The record shall be provided to CDFW upon request.
- 2.14 Injured Wildlife. Subject to CDFW's pre-approval, the Designated Biologist shall also make arrangements with a CDFW-qualified wildlife rescue and rehabilitation

facility to temporarily hold sick or injured wildlife encountered at the Project site, in accordance with California Code of Regulations, title 14, section 679. The injured wildlife shall be returned to the Project site when deemed releasable, but only after Project activities have been completed. Healthy wildlife shall not be removed from the wild or held in captivity.

- 2.15 Report Mortalities and Serious Injuries Immediately. If any native species are found dead or injured during Project-related activities, the Designated Biologist shall provide written notification to CDFW by writing within 24 hours. The purpose of the contact with CDFW is to review the activities resulting in mortality and to determine if additional protective measures are required.
- 2.16 Reporting Sensitive Species Observations to the California Natural Diversity Database (CNDDDB). Permittee shall be responsible for reporting all observations of threatened, endangered, or species of special concern to the CDFW Natural Diversity Database (CNDDDB) within 14 days of sighting. Information can be found at <https://wildlife.ca.gov/Data/CNDDDB/Submitting-Data>. This includes submitting observations that occurred for Project surveys already conducted and for the term of the Agreement. Observation forms shall be provided as a status report submittal through the Environmental Permit Information Management System (EPIMS), and a copy will be submitted to [EPIMS.R5@wildlife.ca.gov](mailto:EPIMS.R5@wildlife.ca.gov). For bird species, the CNDDDB will only accept observations that include confirmed nesting and/or breeding activities (with exceptions for wintering observations of the burrowing owl).
- 2.17 Pre-Work General Biological Surveys. Permittee shall have the Designated Biologist conduct a pre-Project survey within and adjacent to the proposed work area within a 1-week period prior to Project-related activities commencing for the season or if Project activities are paused for 7 days or more. Pre-Project surveys shall include: a) general surveys for botanical and wildlife resources, including surveys for any avian nests. Survey results, including negative findings, analysis, recommendations, and field notes shall be submitted to CDFW for review prior to the start of Project activities or prior to continuation of Project activities if Project activities are paused for 7 days or more. If any special status species other than those that are covered under the NCCP/HCP are observed during the surveys, Permittee shall not commence with work activities and will contact CDFW immediately.
- 2.18 Avoidance of Sensitive Resources. Following the completion of the pre-activity sweep, the Designated Biologist(s) shall ensure that all sensitive resources identified are mapped/marked for avoidance unless otherwise permitted to be impacted in accordance with this Agreement, or covered under the NCCP/HCP or permitted through a separately issued permit, and that the buffers proposed to protect those sensitive resources are appropriately sized and clearly demarcated. In addition, if additional access is proposed that differs from the designated access routes depicted on the 100% Design Plans (permitted under this Agreement), the Designated Biologist(s) shall identify and mark the most appropriate path (i.e., the

route that provides full avoidance of sensitive resources, vegetation, and other habitat values) for construction vehicles and equipment to utilize to access the Project site. The Designated Biologist(s) shall use available scientific research, independent judgement, and personal experience when assigning avoidance buffer. Details of these avoidance measures shall be provided to CDFW in the post-activity report within 14 days after Project completion. If full avoidance of designated avoidance areas cannot be accomplished, Permittee shall postpone work activities in the immediate area and buffer as determined by the Designated Biologist and contact CDFW to discuss an appropriate path forward. The Permittee may resume activities at other Project locations after clearance by the Designated Biologist(s).

- 2.19 Access Routes and Work Areas. The Designated Biologist(s), in coordination with the contractor shall establish and delineate work areas and access routes, within those areas and routes identified in the notification, to minimize impacts to sensitive resources to the greatest extent feasible. The Designated Biologist(s) shall clearly demarcate, using non-ground-disturbing methods, the prescribed work areas and access routes, and any necessary avoidance areas, including an appropriate buffer. If Permittee determines that alternative access routes or work areas, beyond those described in the notification, are necessary, the Designated Biologist(s) or Permittee shall contact CDFW for written approval prior to utilizing the alternative route. CDFW may require an amendment to this Agreement if Project modifications are required.
- 2.20 Staging Areas. Permittee shall confine all Project site-related parking, storage areas, laydown sites, equipment storage, and any other Project site staging activities to locations outside of non-permitted areas subject to Fish and Game code 1602 and, to the greatest extent possible, shall use previously disturbed areas.
- 2.21 Pre- and Post-Project Monitoring. Prior to Project activities, Permittee shall photo-document each impact location subject to this Agreement. Following completion of Project activities, Permittee shall photo-document, in the same location and aspect, the post-Project conditions. The Designated Biologist(s) shall submit to CDFW the photo documentation within fourteen (14) days after each visit.

## **Nesting Birds**

- 2.22 Take of Nesting Birds. Fish and Game Code section 3503 makes it unlawful to take, possess, or needlessly destroy the nest or eggs of any bird, except as otherwise provided by Fish and Game Code or any regulation made pursuant thereto. Fish and Game Code section 3503.5 makes it unlawful to take, possess, or destroy any birds in the orders Falconiformes or Strigiformes (birds-of-prey) to take, possess, or destroy the nest or eggs of any such bird except as otherwise provided by Fish and Game Code or any regulation adopted pursuant thereto. Fish and Game Code Section 3513 makes it unlawful to take or possess any migratory

nongame bird or part thereof. The issuance of this Agreement does not authorize take of nesting birds.

- 2.23 Least Bell's Vireo. The Project site has been determined to contain suitable habitat and be occupied with least Bell's vireo. Conditional coverage for least Bell's vireo can be issued under the Orange County Central/Coastal NCCP/HCP. Prior to the initiation of Project-activities, Permittee shall provide a mitigation plan in accordance with the Central/Coastal NCCP/HCP. The mitigation plan shall include, but not be limited to, addressing design modifications and other on-site measures that are consistent with the Project's purpose, minimize impacts, and provides appropriate feasible protections; providing restoration and/or enhancement of suitable compensatory habitat at an appropriate location consisting of planting riparian trees/shrubs and/or cowbird trapping; and providing for monitoring and adaptive management of habitat. This mitigation plan shall be reviewed and approved by CDFW prior to initiation of Project activities.
- 2.24 White-Tailed Kite. The Designated Biologist shall survey the proposed work area to verify the presence or absence of white-tailed kite. Survey results, including locations of any detected individuals, negative findings, analysis, recommendations, and field notes shall be submitted to CDFW for review a minimum of five (5) days before the start of work or two (2) weeks after the conclusion of the survey, whichever comes first. This survey shall be completed before the start of work or if there is a pause in Project-related activities of seven (7) days or more. Work shall not commence or continue until any white-tailed kite move from the area of their own volition. CDFW shall be notified of any white-tailed kite sightings within 1,000 feet of the work area. All observations must be reported to CDFW within 12 hours of observation. White-tailed kite is a state fully protected species (see Avoidance and Minimization Measure 2.3 and 2.5).
- 2.25 Nesting and/or Breeding Birds. It is the Permittee's responsibility to avoid impacts to nesting birds anytime birds are nesting on site. Permittee shall ensure that impacts to nesting birds are avoided through the implementation of preconstruction surveys, ongoing monitoring, and if necessary, establishment of minimization measures.
- 2.25.1 Designated Biologist. Permittee shall designate a biologist (Designated Biologist(s)) experienced in identifying local and migratory bird species; conducting bird surveys using appropriate survey methodology (e.g., Ralph et al. 1993<sup>1</sup> and United States Fish and Wildlife Service and/or [CDFW-accepted species-specific survey protocols](https://wildlife.ca.gov/conservation/survey-protocols)<sup>2</sup>); nesting surveying techniques, recognizing breeding and nesting behaviors, locating nests and breeding territories, and identifying nesting stages and nest success (e.g., Martin and

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<sup>1</sup> Ralph, C.J., G.R. Geupel, P. Pyle, T.E. Martin, and D.F. DeSanta. 1993. Handbook of field methods for monitoring landbirds. General Technical Report PSW-GTR 144. USDA Forest Service Pacific Southwest Research Station. Albany, CA.

<sup>2</sup> <https://wildlife.ca.gov/conservation/survey-protocols>

Geupel 1993<sup>3</sup>); determining/ establishing appropriate avoidance and minimization measures; and monitoring the efficacy of implemented avoidance and minimization measures.

2.25.2 Pre-Construction Surveys. Surveys shall be conducted by the Designated Biologist(s) at the appropriate time of day/night and during appropriate weather conditions no more than three days prior to the initiation of Project activities addressed by this Agreement. Surveys shall encompass all suitable areas including trees, shrubs, bare ground, burrows, cavities, and structures. Survey duration shall take into consideration the size of the property, density and complexity of the habitat, number of survey participants, survey techniques employed and shall be sufficient to ensure the data collected is complete and accurate. Pre-Project surveys shall focus on both direct and indirect evidence of nesting, including nest locations and nesting behavior (e.g., copulation, carrying of food or nest materials, nest building, removal of fecal sacks, flushing suddenly from atypically close range, agitation, aggressive interactions, feigning injury or distraction displays, or other behaviors). If a nest is suspected, but not confirmed, the Designated Biologist(s) shall establish a disturbance-free buffer until additional surveys can be completed or until the location can be inferred based on observations. The Designated Biologist(s) shall not risk failure of the nest to determine the exact location or status and will make every effort to limit the nest to potential predation as a result of the survey/monitoring efforts (e.g., limit number of surveyors, limit time spent at/near the nest, scan the site for potential nest predators before approaching, immediately depart nest area if indicators of stress or agitation are displayed). If a nest is observed but thought to be inactive, the Designated Biologist(s) shall monitor the nest for one hour (four for raptors) prior to approaching the nest to determine status. The Designated Biologist(s) shall use their best professional judgment regarding the monitoring period and whether approaching the nest is appropriate. Results of pre-activity surveys shall be provided to CDFW per Measure 4.2.9.

2.25.3 Buffers. When an active nest is confirmed, the Designated Biologist(s) shall immediately establish a conservative buffer surrounding the nest based on their best professional judgment and experience. The buffer shall be delineated to ensure that its location is known by all persons working within the vicinity but shall not be marked in such a manner that it attracts predators. Once the buffer is established, the Designated Biologist(s) shall document baseline behavior, stage of reproduction, and existing site conditions including vertical and horizontal distances from proposed work areas, visual or acoustic barriers, and existing level of disturbance. Following documentation of baseline conditions, the Designated Biologist(s) may choose to adjust the buffer based on site characteristics, stage of

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<sup>3</sup> Martin, T.E. and G.R. Geupel. 1993. Nest-monitoring plots: methods for locating nests and monitoring success. *Journal of Field Ornithology* 64:507-514.

reproduction, and types of Project activities proposed at/near that location. The Designated Biologist(s) shall monitor the active nest daily when active work addressed by this Agreement and at the onset of any changes in the Project activities (e.g., increase in number or type of equipment, change in equipment usage, etc.) to determine the efficacy of the buffer. If the Designated Biologist(s) determines that the Project activities may be causing an adverse reaction, the Designated Biologist(s) shall adjust the buffer accordingly. No work shall occur within the established buffer until the young have fledged, are no longer being fed by the parents, have left the nest, and will no longer be impacted by the Project.

2.25.4 Protection from Excessive Sound. If Project activities must take place within the buffer, a Designated Biologist or Biological Monitor shall monitor noise using noise measuring devices placed at the edge of the buffer or adjacent limits of habitat as work approaches the edge of the occupied habitat as directed by the Designated Biologist(s). If the noise meets or exceeds the 60 dB(A) Leq threshold, is a substantial increase over existing ambient levels, or if the Designated Biologist(s) determines that activities are disturbing nesting activities, the Designated Biologist(s) shall have the authority to halt the Project activities and shall consult with CDFW to devise methods to reduce the noise and/or disturbance. This may include methods such as, but not limited to, turning off vehicle engines and other equipment whenever feasible to reduce noise, installing a protective noise barrier between the nesting birds and the activities, and working in other areas until the young have fledged. Protective noise barriers shall be removed when birds are done nesting and shall not remain installed in the Project site during the rainy season if within the floodplain of the stream(s). The Designated Biologist(s) or Biological Monitor shall monitor the nest daily until activities are no longer within the buffer, or the fledglings become independent of their nest, or the nest has failed.

2.25.5 Ongoing Monitoring. If active nests are present, the Designated Biologist(s) or Biological Monitor(s) shall be onsite daily, when work is occurring, to monitor all existing nests, the efficacy of established buffers, and to document any new nesting occurrences. The Designated Biologist(s) shall document the status of all existing nests, including the stage of reproduction and the expected fledge date, when this can be determined without endangering the nest by disturbance or alerting predators. If a nest is suspected to have been abandoned or failed, CDFW recommends the Designated Biologist(s) or Biological Monitor(s) monitor the nest for a minimum of 1 hour (4 hours for raptors), uninterrupted, during favorable field conditions. If no activity is observed during that time, the Designated Biologist(s) may approach the nest to assess the status.

2.25.6 Securing Site. Permittee, under the direction of the Designated Biologist(s), may also take steps to discourage nesting on the Project site, including

moving equipment and materials daily, covering material with tarps or fabric, and securing all open pipes and construction materials. The Designated Biologist(s) shall ensure that none of the materials used pose an entanglement or entrapment risk to birds or other species.

- 2.25.7 Reporting. The Designated Biologist(s) shall be responsible for providing summary reports to CDFW no less than once weekly regarding the nesting species identified onsite, discovery of any of new nests, the status/outcome of any previously identified nest, buffer distances established for each nest, and any adjustments made to established buffers. If the project results in the abandonment of, or damage to a nest, Permittee shall notify CDFW within 24 hours of discovery.
- 2.26 Protection of Crotch's Bumble Bee. This Agreement does not authorize the take of Crotch's bumble bee, nests, or their nesting and overwintering habitat. Any authorization of take will be covered in an Incidental Take Permit (ITP) that is currently in progress. If an ITP is not issued and impacts to Crotch's bumble bee cannot be avoided, the Permittee shall consult with CDFW prior to starting Project activities.

## **Habitat Protection**

- 2.27 Invasive Species. Permittee shall conduct Project activities in a manner that prevents the introduction, transfer, and spread of invasive species, including plants, animals, and microbes (e.g., algae, fungi, parasites, bacteria, etc.) from one Project site and/or watershed to another. Prevention BMPs and guidelines for invasive plants can be found on the California Invasive Plant Council's website at: <http://www.cal-ipc.org/ip/prevention/index.php> and for invasive mussels and aquatic species can be found at the Stop Aquatic Hitchhikers website: <https://stopaquatic hitchhikers.org/>.
- 2.28 Notification of Invasive Species. Permittee shall notify CDFW immediately if an invasive species not previously known to occur within the Project site is discovered during Project activities by submitting a completed Suspect Invasive Species Report (available online at: <https://wildlife.ca.gov/Conservation/Invasives/Report>) and photos to the Invasive Species Program by email at: [invasives@wildlife.ca.gov](mailto:invasives@wildlife.ca.gov). Notification may also be provided by calling (866) 440-9530. Upon receiving notification, CDFW will provide Permittee with guidance for further action as appropriate to the species.
- 2.29 Work Period in Low Rainfall / Dry Weather Only. The work period in Syphon Reservoir and the surrounding tributary drainages shall be restricted to period of low rainfall (less than  $\frac{3}{4}$ " per 24-hour period) and periods of dry weather. Wet weather is defined as periods of rainfall of  $\frac{3}{4}$ ", or greater, in a 24-hour period. All erosion control measures shall be initiated prior to all storm events. Revegetation, restoration, and erosion control work is not confined to this work period. Permittee shall monitor the National Weather Service (NWS) 72-hour forecast for the Project

area. No work shall occur during a dry-out period of 24 hours after the above referenced wet weather. Weather forecasts shall be documented upon request by CDFW.

- 2.30 Post-Storm Event Inspection. After any storm event, Permittee shall inspect all sites scheduled to begin or continue construction within the next 72 hours. Corrective action for erosion and sedimentation shall be taken as needed. National Weather Service 72-hour weather forecasts shall be reviewed prior to the start of any phase of the Project that may result in sediment runoff to the stream and construction plans adjusted to meet this requirement. The National Weather Service forecast can be found at: <https://www.weather.gov/>.
- 2.31 Remove Cleared Material from Streams and Waterways. All trimmed or cleared material/vegetation shall be removed from the Project site and deposited where it cannot re-enter the stream.
- 2.32 No Work in Wetted Areas. Heavy equipment shall not be operated in wetted areas including, but not limited to, ponded or flowing areas excluding areas within the Project grading limits that may collect nuisance runoff after rain events.
- 2.33 Work Area Boundary. Work area boundaries shall be delineated by posting signs, staking, flagging, erecting temporary fencing, or otherwise clearly marking to minimize surface and vegetation disturbance. No paint or permanent discoloring agents shall be applied to rocks or other vegetation to indicate limits of survey or construction activity where any sensitive biological resources occur. All temporary fencing and flagging shall be removed at the conclusion of construction activities.
- 2.34 Erosion Control Best Management Practices (BMPs). Permittee shall actively implement BMPs to prevent erosion and the discharge of sediment and pollutants into streams during Project activities. BMPs shall be monitored by the Designated Biologist(s) and repaired, if necessary, to ensure maximum erosion, sediment, and pollution control. Permittee shall prohibit the use of erosion control materials potentially harmful to fish and wildlife species, such as mono-filament netting (erosion control matting) or similar material, within and adjacent to areas subject to the regulatory authority of CDFW. All fiber rolls, straw wattles, and/or hay bales utilized within and adjacent to the Project site shall be free of nonnative plant materials. Fiber rolls or erosion control mesh shall be made of loose-weave mesh that is not fused at the intersections of the weave, such as jute, or coconut (coir) fiber, or other products without welded weaves. Non-welded weaves reduce entanglement risks to wildlife by allowing animals to push through the weave, which expands when spread.
- 2.35 Excavation Spoils. Spoil Storage sites shall not be located within a stream or where it will cover aquatic or riparian vegetation beyond what is necessary to construct the Project (i.e., the movement of soil associated with the reservoir expansion).

- 2.36 Cover Spoil Piles. Permittee shall have readily available plastic sheeting or visquine to cover exposed spoil piles and exposed areas in order to prevent loose soil from moving into the stream. These covering materials shall be applied when it is evident rainy conditions threaten to erode loose soils into the stream.

### **Equipment and Access**

- 2.37 Staging. Permittee shall confine all Project site-related parking, storage areas, laydown sites, equipment storage, and any other Project site staging activities to locations outside of areas subject to Fish and Game Code §1602 and, to the greatest extent possible, shall use previously disturbed areas. Staging and storage of all equipment, materials, fuels, lubricants, and solvents shall be located outside of the stream channel and banks. Stationary equipment such as motors, pumps, generators, compressors, and welders shall be positioned over drip-pans. Stationary heavy equipment shall have suitable containment to handle a catastrophic spill/leak.
- 2.38 Hours of Operation and Lighting. Permittee's activities shall take place between 7:00 a.m. and 7:00 p.m. Mondays through Fridays and between 9:00 a.m. and 6:00 p.m. on Saturdays. Sundays or nighttime work will only occur for urgent or other unforeseen circumstances that could temporarily require construction activities, for limited periods of time, outside of the construction hours permitted by the City of Irvine and County of Orange noise ordinances.
- 2.39 Clean Equipment Prior to Area Regulated by Agreement. Prior to working within the dry streambed and waterway, all equipment shall be closely examined for oil and fuel discharges. Any contaminants shall be cleaned prior to any work within a streambed and shall be maintained daily. In addition, equipment shall be cleaned daily to ensure non-natives are not introduced into mitigation areas or spread throughout Project site. All equipment shall be free of materials deleterious to aquatic life including noxious and nuisance weeds, aquatic invasive species, oil, grease, hydraulic fluid, soil, and other debris.
- 2.40 Equipment Maintenance and Fueling. No equipment maintenance or fueling shall be done within or near any stream channel margin where petroleum products or other pollutants from the equipment may enter these areas.
- 2.41 Operating Equipment and Vehicle Leaks. Any equipment or vehicles driven and/or operated adjacent to the stream shall be checked and maintained daily to prevent leaks of materials that, if introduced to water, could be deleterious to aquatic life. Permittee shall maintain all vehicles and equipment in proper working condition to minimize fugitive emissions and accidental spills from motor oil, antifreeze, hydraulic fluid, grease, or other fluids or hazardous materials. All fuel or hazardous waste leaks, spills, or releases shall be stopped or repaired immediately and cleaned up at the time of occurrence. Permittee shall be responsible for spill material removal and disposal to an approved off-site landfill and spill reporting to

the permitting agencies. Service/maintenance vehicles shall carry appropriate equipment and materials to isolate and remediate leaks or spills.

2.42 Decontamination of Project Equipment. Permittee shall decontaminate all tools, waders and boots, vehicles, trailers, and other equipment that will be used in areas regulated by this Agreement and make contact with water or wetted soils prior to initially entering and upon reentering with verification that subsequent decontamination is required with the following specific guidance: Permittee shall decontaminate Project gear and equipment utilizing one of three methods: drying, using a hot water soak, or freezing, as appropriate to the type of gear or equipment. For all methods, Permittee shall begin the decontamination process by thoroughly scrubbing equipment, paying close attention to hard-to-reach areas, and clean areas with a stiff-bristled brush to remove all plant, seeds, soil, and other organisms. To decontaminate by drying, Permittee shall allow equipment to dry thoroughly (i.e., until there is a complete absence of water and all plant, seeds, and soil), preferably in the sun, for a minimum of 48 hours. To decontaminate using a hot water soak, Permittee shall immerse equipment in 140°F or hotter water and soak for a minimum of 5 minutes. To decontaminate by freezing, Permittee shall place equipment in a freezer 32°F or colder for a minimum of 8 hours. Repeat decontamination is required only if the equipment/clothing is removed from the site, used in contact with water or wet soil within a different watershed, and returned to the Project site.

2.43 Decontamination Sites. Permittee shall perform decontamination of vehicles and other Project gear and equipment in a designated location where runoff can be contained and not allowed to pass into any river, lake, or stream and associated riparian areas and other sensitive habitat areas. Cleaning of equipment may occur at a location that contains and recycles resulting wastewater.

### **Pollution, Litter, and Cleanup**

2.44 Hazardous Materials. Debris, soil, silt, bark, slash, sawdust, rubbish, creosote-treated wood, raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous to aquatic life, wildlife, or riparian habitat resulting from the Project-related activities shall be prevented from contaminating the soil and/or entering the stream or any water. Any of these substances/materials, placed within or where they may enter a stream or lake, by Permittee or any party working under contract, or with the permission of Permittee, shall be removed immediately. When operations are completed, any excess materials or debris shall be removed from the work area.

2.45 Pollutants and Debris. Permittee shall not dump litter or debris within the stream or areas where such waste could wash into the stream. All such debris and waste shall be picked up daily and properly disposed of at an appropriate site.

- 2.46 Litter and Pollution Control. Permittee shall comply with all litter and pollution laws. All contractors, subcontractors, and employees shall also obey these laws, and it shall be the responsibility of Permittee to ensure compliance. All trash and food-related items shall be disposed in self-closing, sealable containers with lids that latch to prevent wind and wildlife from opening containers. Trash containers shall be emptied daily and removed from the Project site when construction is complete.
- 2.47 Refuse Removal. Upon completion of Project activities, Permittee shall remove and properly dispose of all refuse, including, but not limited to, broken equipment parts, wrapping material, cords, cables, wire, rope, strapping, twine, buckets, metal or plastic containers, and boxes.
- 2.48 Personnel Compliance on Site. Permittee, its contractors, subcontractors, employees, and visitors to the site are prohibited from 1) feeding wildlife, 2) bringing domestic pets to the Project site, 3) collecting native plants, or 4) harassing wildlife. It shall be the responsibility of Permittee to ensure compliance.
- 2.49 Spill Containment. All activities performed in or near a stream shall have absorbent materials designated for spill containment and cleanup activities on-site for use in an accidental spill. If a spill occurs the Permittee shall immediately notify the California Emergency Management Agency at 1-800-852-7550 and immediately initiate the cleanup activities. CDFW shall also be notified by the Permittee and consulted regarding clean-up procedures.
- 2.50 Spill Cleanup. Permittee shall begin the cleanup of all spills immediately. CDFW shall be notified immediately by Permittee of any spills that release hazardous material (oil, cement, fuel, etc.) into any stream/channel/culver/ditch and shall be consulted regarding cleanup procedures.

### **3. Compensatory Measures**

Permittee shall compensate for adverse impacts to approximately 12.27 acres of impacts to stream bed, bank, and channel, identified above, that cannot be avoided or minimized. The habitat types impacted by this Project consists of 6.2 acres of woody riparian habitat composed of arroyo willow thicket, black willow thicket, mule fat scrub, and other species; 5.33 acres of tule marsh; and 0.74 acres of ephemeral drainage composed of coyote brush scrub, chapparal bushmallow scrub, sumac chaparral, California sagebrush scrub, coast prickly pear scrub, and other upland species. The Permittee shall provide for mitigation for impacts through the measures below.

- 3.1 Permittee Responsible Mitigation – On-site and Off-site Mitigation Sites. Permittee shall compensate for impacts to 12.27 acres of woody riparian, tule marsh, and ephemeral drainage, through the acquisition, restoration, and perpetual conservation and management of an “On-site Mitigation Site” containing at least 6.0 acres of woody riparian habitat within the Lower Santa Ana Watershed (Measures 3.1.1, 3.1.2). and an “Off-site Mitigation Site” containing no less than approximately 28.37 acres of stream and stream-associated habitat within the

Lower Santa Ana Watershed (Measures 3.1.1, 3.1.2). The 33.4-acre Off-site Mitigation Site includes approximately 12.08 acres designated for freshwater marsh and open water, with up to 13.24 acres for woody riparian habitat as mitigation for impacts at Syphon Reservoir. The Off-site Mitigation Site also includes mitigation for potential impacts to 2.75 acres of remnant riparian and 0.40 acre of alkali meadow habitat at a 1:1 ratio.

The Permittee shall prepare a Habitat Mitigation and Monitoring Plan (HMMP; Measure 3.2.2); and a Long-Term Management Plan (LTMP; Measure 3.2.7 designed to sustain or surpass the habitat quality of the Mitigation Site in perpetuity. Permittee shall also establish long-term management funding (Measures 3.2.7 through 3.2.12). Permanent protection and funding for perpetual management of the Mitigation Site(s) must be complete **prior to initiation of Project activities, or within 18 months of starting Project activities if Security is provided** pursuant to Measure 3.4 below for all uncompleted obligations.

3.1.1 Habitat Mitigation and Monitoring Plan. Permittee shall develop and submit to CDFW for review and written approval a Habitat Mitigation and Monitoring Plan (HMMP), for the On-Site Riparian Habitat Restoration Site and the Off-site Riparian & Wetland Mitigation at the San Joaquin Marsh **no later than four months prior to the start of Project activities OR six months following start of Project activities if Security is provided**. Permittee shall ensure the HMMP for both sites are successfully implemented and be responsible for any cost incurred during the restoration/mitigation or in subsequent corrective measures. At a minimum, the HMMP shall include the following:

3.1.1.1 Restoration Specialist. The HMMP shall be prepared by person(s) with expertise in the restoration of habitat types of the same, or similar, to the Project area and native plant re-vegetation techniques (Restoration Specialist). Planting, maintenance, monitoring, and reporting activities shall be overseen by the Restoration Specialist familiar with restoration of native plants.

3.1.1.2 Site Description. The HMMP shall include a description of the physical conditions and vegetation communities including a map and GIS shapefiles. Photo-documentation of the site, including restored areas, shall be provided before and after restoration.

3.1.1.3 Reference Site. If applicable, an appropriate reference site with as good or better-quality habitat than the pre-Project impact site shall be identified and approved by CDFW. The HMMP shall include survey information for the reference site.

3.1.1.4 Schedule. A schedule that outlines all foreseeable activities

necessary.

- 3.1.1.5 Planting Plan. Details of the site preparation consisting of a detailed contouring/grading plan, if applicable, and details of native plant installation (Planting Plan), including the type and number of materials to be used (e.g., local native seeds, cutting, and/or container stock), source(s) of the materials, planting location, methods of installation, and a local California native plant palette. This Planting Plan shall include plantings of both overstory and understory vegetation as appropriate. All seeded/planted species installed shall include only local California native container plants and cuttings and shall be typical of the existing native plant species present within, or immediately adjacent to the site.
- 3.1.1.6 Native Plant Sources. Revegetation plant material shall be derived from cuttings, materials salvaged from disturbed areas, and/or seeds obtained from high quality specimen locations that exhibit healthy, sound, and viable seed from multiple populations occurring locally within the same drainages. The HMMP shall identify the percentage of seed collected from local native plants and shall not exceed 5% of the seed produced by a population during any given year. Any container stock, if used, shall be obtained from a licensed nursery which can ensure that container plants are pest free, and have not been subject the application of synthetic pesticides.
- 3.1.1.7 Sampling Techniques. The HMMP shall identify the sampling techniques (e.g., quadrats, transects, or relevé to be used to collect quantitative/qualitative data (e.g., vegetation relative/absolute cover, density, diversity indices, recruitment, survivorship, etc.) for baseline conditions and to establish and measure success criteria. The sampling techniques shall have adequate detail so that it can be duplicated by different people and shall include a sample data collection sheet that shows appropriate data to be collected per the proposed sampling methodology.
- 3.1.1.8 Survey Timing. The primary monitoring surveys to determine the success of restoration efforts (survival, cover, and growth of plants) shall be conducted at a minimum twice annually in Spring and Fall.
- 3.1.1.9 Maintenance Activities. The HMMP shall provide a description of maintenance operations with particular emphasis on invasive species control and watering methods and schedules. If irrigation is required, details on any irrigation to be used, irrigation designs and/or plans, and timing/schedule.
- 3.1.1.10 Success Criteria. The HMMP shall identify the success criteria for the Mitigation Site(s) and shall be compared against an appropriate

reference site with as good or better-quality habitat than the pre-Project impact site. The success criteria shall include percent relative and absolute cover (invasive and native vegetation), species diversity, abundance, and any other measures of success deemed appropriate by CDFW.

3.1.1.11 Monitoring and Reporting. The HMMP shall include monitoring and reporting procedures, with a sample data collection sheet. Permittee shall have the Restoration Specialist monitor the recovery of plant, wildlife, and aquatic resources in the area following mitigation implementation. Monitoring of plant, wildlife, and aquatic resources shall be done twice a year, in Spring and Fall, with an annual quantitative survey to determine the success of restoration efforts (survival, cover, and growth of plants) through the term of restoration. The results and analysis shall be submitted with the annual restoration monitoring report to CDFW by February 1 of each year after mitigation implementation for at least five years and until mitigation success criteria have been met. This report shall include the status and any success trends (i.e., comparison throughout the five years of monitoring) for the success criteria outlined in the HMMP. Photos from designated photo stations shall be included.

3.1.1.12 Corrective Actions. The HMMP shall include a description of corrective actions to be taken if restoration measures do not meet the proposed criteria or targets. If the survival and cover requirements have not been met as established in the HMMP (Refer to Measure 3.1.2.10 above), the Permittee shall follow contingency measures, including but not limited to, performing modifications to the existing habitat, creation of new habitat on or off site, or purchase of mitigation credits from a mitigation bank. Any contingency actions will be determined in coordination with CDFW. If Permittee proposes to meet the success criteria through modifications to the existing habitat or creation of additional habitat, Permittee shall be responsible for maintaining and monitoring these areas with the same survival and growth requirements for five years after planting, or until CDFW deems the sites successful.

3.1.2 Mitigation Site Land Manager. Permittee shall designate long-term land manager(s) approved by CDFW. **After CDFW approval of the Mitigation Site (Measure 3.1.1) and no later than four months prior to the start of Project activities OR six months following start of Project activities if Security is provided**, Permittee shall obtain CDFW approval of a land manager entity to manage the Mitigation Site(s). Permittee shall also provide the necessary documents requested by CDFW for due diligence review at the time the land manager is proposed (list available here: “Checklist for

Entities being Considered to Hold Conservation Easements or Manage and Steward Mitigation Land”:

<https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=225933>.

- 3.1.3 **Security.** Permittee shall provide financial security in the form of escrow accounts, for start-up activities for an amount sufficient to complete the on-site and off-site mitigation. The amount shall be determined by a line item cost-estimate breakdown. A funding agreement specifying all the financial requirements and funding mechanisms shall be submitted to CDFW for review and approval. The escrow accounts shall be funded no later than 60 days prior to initiation of Project activities.
- 3.1.4 **Mitigation Site Grant Deed Amendments.** Permittee shall amend existing Grant Deeds for the On-Site Riparian Habitat Restoration Site and the Off-site Riparian & Wetland Mitigation at the San Joaquin Marsh. Amended grant deeds will be cross-referenced in the Funding Agreement noted in Compensatory Mitigation Measure 3.1.4. CDFW shall be added as a third-party beneficiary in the amended grant deeds. As part of the amendments, language will be included to specify that “in the event IRWD or its successor agency is no longer the property owner” of either site, that a Conservation Easement shall be recorded prior to transfer of ownership.
- 3.1.4.1 Permittee shall record the amended grant deeds after CDFW approval of the amended grant deeds and all associated documents **prior to the start of Project activities OR within 18 months following start of Project activities if Security is provided.**
- 3.1.4.2 Permittee shall be responsible for all costs associated with the grant deed amendments and associated restrictions, including recording, Mitigation Site monitoring, and long-term management costs.
- 3.1.5 **Mitigation Success.** After the fifth monitoring year, if a site has met the success criteria outlined in the HMMP, Permittee may request a site visit to determine if that particular mitigation portion of the Agreement is deemed complete. The site should be free of trash.
- 3.1.6 **Mitigation Site Long-Term Management Plan.** **No later than three months prior to the start of Project activities OR seven months following start of Project activities if Security is provided,** Permittee shall provide LTMPs for the On-Site and Off-Site Mitigation Sites to CDFW for review and written approval (see <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=137386&inline>). The LTMP shall be implemented in perpetuity and shall be designed to sustain or surpass the habitat quality of the Mitigation Site(s) upon achieving HMMP success criteria as approved by CDFW in writing.. The CDFW-approved

long-term Mitigation Site Land Manager shall be responsible for implementing the LTMP. At a minimum, the LTMP shall include:

- 3.1.6.1 Site Description. A description of the physical conditions and vegetation communities of the respective Mitigation Site(s) expected upon achieving HMMP success criteria, including water resources and habitat types, and a map that identifies the location of the site(s).
- 3.1.6.2 Management Goals. A description of management goals related to sustaining habitat quality, wildlife usage, and overall function of the Mitigation Site(s).
- 3.1.6.3 Management Tasks. A description of specific tasks and management strategies proposed to meet management goals, including but not limited to fencing, invasive species management, trash and trespass control, and resource monitoring using a monitoring and management schedule, adaptive management plans, and strategies to address foreseeable site disturbances (e.g., dumping, wildfires, unauthorized recreational activities, etc.), and maintenance of signage and fencing.
- 3.1.6.4 Reporting. A description of the reporting procedures including a Management Report, which shall be completed every five years documenting, at a minimum:
  - 3.1.6.4.1 Management activities completed within the previous five-year term, including: (1) any remedial measures completed; (2) details of non-native and invasive species management such as (a) species and location where they were treated and/or removed, (b) the amount and frequency of removal, and (c) the techniques used; (3) fencing information; (4) resource monitoring, adaptive management strategies developed and how they were implemented; and (5) enforcement activity necessary.
  - 3.1.6.4.2 An assessment of overall habitat quality within the Mitigation Site, including: (1) any changes to native and non-native vegetation cover, (2) any shifts in habitat type, (3) any loss of habitat cover, (4) any change in water resources, and (5) any new invasive species observed.
  - 3.1.6.4.3 An evaluation of the success or failure of management strategies implemented and any changes to management

strategies proposed in response to the successes or failures.

3.1.6.4.4 The Management Report shall include photos documenting the management activities.

3.1.7 Mitigation Site Maintenance Funds. Permittee shall ensure that the Mitigation Sites are perpetually managed, maintained, and monitored by the Mitigation Site Land Manager as described in this Agreement and the LTMP approved by CDFW. Permittee shall establish escrow accounts to provide long-term management funding for the perpetual management of the Mitigation Sites by establishing a separate long-term management fund (escrow accounts) for each of the Sites. The escrow account instructions shall be approved by CDFW. Each escrow account will be funded on an annual basis through Permittee's approved operating budget and will provide funds for the perpetual management, monitoring, and other activities on the Mitigation Site(s) consistent with the management plan(s) required by Measure 3.1.7. Permittee shall adopt, as part of its annual (or bi-annual) operating budget, an amount to be deposited in each escrow account for the forthcoming year (or two sequential years).

After the interim management period, Permittee shall ensure that the designated Mitigation Site Land Manager implements the management and monitoring of the Mitigation Site according to the LTMP. The long-term Mitigation Site Land Manager shall be required to manage and monitor the Mitigation Site in perpetuity to preserve their conservation values in accordance with this Agreement, the CE, and the LTMP. Such activities shall be funded through the escrow accounts.

3.1.8 Deposit Amount. After obtaining CDFW written approval of the Mitigation Site(s), LTMP, and escrow instructions, Permittee shall prepare, in coordination with the Mitigation Site Land Manager, a Long-Term Management cost estimate analysis to calculate the amount of funding necessary to ensure the long-term management of the Mitigation Site (Escrow Account Deposit Amount) is consistent with the LTMP. Permittee shall provide to CDFW for review and approval a cost estimate analysis for the Mitigation Site developed in coordination with the long-term Mitigation Site Land Manager. The Permittee shall submit to CDFW for review and approval the results of the Long-Term Management cost estimate before transferring funds to the escrow account and no later than three months prior to the start of Project activities OR seven months following start of Project activities if Security is provided.

#### **4. Reporting Measures**

4.1 Notification Prior to Work and Prior to Completion of Work. Permittee shall notify CDFW, in writing, at least five (5) days prior to initiation of Project-related activities

and at least five (5) days prior to completion of Project-related activities. Notification shall be sent through the Environmental Permit Information Management System (EPIMS) and to the email address: [EPIMS.R5@wildlife.ca.gov](mailto:EPIMS.R5@wildlife.ca.gov), reference # EPIMS-ORA-48911-R5 and CC [Jessie.Lane@wildlife.ca.gov](mailto:Jessie.Lane@wildlife.ca.gov).

- 4.2 Reporting. Permittee shall submit the following reports and any other required communication between Permittee and CDFW through EPIMS as well as to the email address [EPIMS.R5@wildlife.ca.gov](mailto:EPIMS.R5@wildlife.ca.gov), reference # EPIMS-ORA-48911-R5 and CC [Jessie.Lane@wildlife.ca.gov](mailto:Jessie.Lane@wildlife.ca.gov).
- 4.2.1 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns of any conflicting provisions as described in Administrative Measure 1.3.
- 4.2.2 Changes in Project. If Permittee anticipates activities not identified in this Agreement, they shall notify CDFW as described in Administrative Measure 1.5.
- 4.2.3 Notification Requirements. Permittee shall immediately contact CDFW if monitoring reveals that any protective measures were not or will not be implemented or if the protective measures are not providing the appropriate level of protection as described in Administrative Measure 1.6.
- 4.2.4 Designated Biologist(s). At least thirty (30) days before activities, Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information for Designated Biologist(s) as described in Avoidance and Minimization Measure 2.8
- 4.2.5 Wildlife Records. Permittee shall submit records of wildlife handling or injury/mortality as described in Avoidance and Minimization Measure 2.13.
- 4.2.6 Report Mortalities and Serious Injuries Immediately. If any native aquatic species are found dead or injured during activities, the Designated Biologist shall contact CDFW as described in Avoidance and Minimization Measure 2.15.
- 4.2.7 Reporting Sensitive Species Observations to the California Natural Diversity Database (CNDDDB). Permittee shall submit species observations as outlined in Avoidance and Minimization Measure 2.16.
- 4.2.8 Pre-activity Survey Report. Permittee shall submit results of the pre-work general biological survey as described in Avoidance and Minimization Measure 2.17.
- 4.2.9 Avoidance of Sensitive Resources. Permittee shall describe implemented

avoidance measures in a post-activity report within 14 days after Project completion and/or shall contact CDFW to discuss an appropriate path forward if full avoidance of sensitive resources cannot be accomplished as described in Avoidance and Minimization Measure 2.18.

- 4.2.10 Project Site Photos. Prior to Project activities, Permittee shall photo-document each impact location subject to this Agreement. Following completion of Project activities, Permittee shall photo-document, in the same location and aspect, the post-Project conditions. The Designated Biologist(s) shall submit to CDFW the photo documentation within fourteen (14) days after each visit as described in Avoidance and Minimization Measure 2.21.
- 4.2.11 Least Bell's Vireo. Permittee shall submit a mitigation plan in accordance with the Central/Coastal NCCP/HCP prior to initiation of Project activities as described in Avoidance and Minimization Measure 2.23.
- 4.2.12 White-Tailed Kite. Permittee shall submit the results of white-tailed kite surveys to CDFW five (5) days before the start of work or two (2) weeks after conclusion of the survey or if there is a pause in Project-related activities of five (5) days or more as described in Avoidance and Minimization Measure 2.24. CDFW shall also be notified within 12 hours of any white-tailed kite sightings within 1,000 feet of the work area.
- 4.2.13 Nesting Bird Survey. Permittee shall submit results of the general nesting bird survey as described in Avoidance and Minimization Measure 2.25.7.
- 4.2.14 Crotch's Bumble Bee. If an ITP has not yet been issued and Crotch's bumble bee is still a special status species, Permittee shall consult with CDFW prior to starting Project activities if impacts to Crotch's bumble bee cannot be avoided as described in Avoidance and Minimization Measure 2.26.
- 4.2.15 Notification of Invasive Species. Permittee shall notify CDFW immediately of any invasive species not previously known to occur at the Project site are discovered during Project activities as described in Avoidance and Minimization Measure 2.28.
- 4.2.16 Spill Containment. Permittee shall notify CDFW regarding clean-up procedures in case of a spill as described in Avoidance and Minimization Measure 2.49.
- 4.2.17 Spill Cleanup. Permittee shall be notified immediately of any spills that release hazardous material as described in Avoidance and Minimization Measure 2.50.

4.2.18 Restoration and Monitoring. Permittee shall submit all required documentation outlined in Section 3, Compensatory Measures.

4.2.19 Final Report. Permittee shall submit a final report within 30 days after the Project is fully completed. This Final Report shall summarize the Project, including a summary of the implementation of each Protective Measure of this Agreement. This Final Report shall include documentation of animals moved out of harm's way, reports of special status species to CNDDDB, reports of invasive species removed, monitoring reports, reports of newly discovered invasive species, and final temporary and permanent impact amounts.

4.3 Format of Reports. All reports shall be submitted to CDFW electronically and shall include geographic information system (GIS) shapefiles, along with the appropriate metadata of the Project area. For more details on creating shapefiles, please visit <http://www.esri.com/library/whitepapers/pdfs/shapefile.pdf>.

Electronic versions of reports shall be submitted through EPIMS. Click or paste this link in your browser to be routed to EPIMS:

<https://wildlife.ca.gov/Conservation/Environmental-Review/EPIMS>.

4.4 Annual Reports. Permittee shall submit an annual restoration and monitoring report to CDFW by March 15 of each year for 2 years after the restoration installation at the On-Site Riparian Habitat Restoration Site and the Off-site Riparian & Wetland Mitigation at the San Joaquin Marsh. The report(s) shall include an evaluation of each site as compared to the success criteria, an overview of the revegetation effort, wildlife observed, and the method used to assess these parameters as described in the respective HMMPs. Photographs from designated photograph stations shall be included.

## **CONTACT INFORMATION**

Any communication that Permittee or CDFW submits to the other shall be submitted through Environmental Permit Information Management System (EPIMS) as instructed by CDFW.

### To Permittee:

Fiona Nye, Director of Water Resources  
Irvine Ranch Water District  
EPIMS-ORA-48911-R5  
Syphon Reservoir Improvement Project  
15600 Sand Canyon Avenue  
PO Box 57000  
Irvine, CA, 92619-7000  
nye@irwd.com

### To CDFW:

Department of Fish and Wildlife  
South Coast Region 5  
EPIMS-ORA-48911-R5  
Syphon Reservoir Improvement Project  
[EPIMS.R5@wildlife.ca.gov](mailto:EPIMS.R5@wildlife.ca.gov)

## **LIABILITY**

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

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

## **SUSPENSION AND REVOCATION**

CDFW may suspend or revoke in its entirety the Agreement if CDFW determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with this Agreement, in accordance with section 723 of title 14 of the California Code of Regulations.

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

## **ENFORCEMENT**

Nothing in the Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking the Agreement. Nothing in the Agreement limits or otherwise affects CDFW's enforcement authority or that of its enforcement personnel.

## **OTHER LEGAL OBLIGATIONS**

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

of a species listed as threatened or endangered under the Endangered Species Act (ESA), such take will be unlawful under the ESA absent a permit or other form of authorization from the U.S. Fish and Wildlife Service or National Marine Fisheries Service.

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

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

## **AMENDMENT**

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

Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall use the “Amendments & Extension” form in EPIMS to submit the request. Permittee shall include with the completed form, payment of the corresponding amendment fee identified in CDFW’s current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

## **TRANSFER AND ASSIGNMENT**

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall use the “Amendments & Extension” form in EPIMS to submit the request. Permittee shall include with the completed form, payment of the minor amendment fee identified in CDFW’s current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

## **EXTENSIONS**

In accordance with Fish and Game Code section 1605, subdivision (b), Permittee may request one extension of the Agreement, provided the request is made prior to the

expiration of the Agreement's term. To request an extension, Permittee shall use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall include with the completed form, payment of the extension fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). CDFW shall process the extension request in accordance with Fish and Game Code section 1605, subdivisions (b) through (e).

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

## **EFFECTIVE DATE**

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

## **TERM**

This Agreement shall expire on February 24, 2031, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as Fish and Game Code section 1605, subdivision (a)(2) requires.

## **AUTHORITY**

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

## **AUTHORIZATION**

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

## **CONCURRENCE**

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

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

Exhibit "B"



**California Department of Fish and Wildlife  
 South Coast Region  
 3883 RUFFIN RD.  
 SAN DIEGO, CA 92123**

California Endangered Species Act  
 Incidental Take Permit No. 2081-2025-033-05

**SYPHON RESERVOIR IMPROVEMENT PROJECT**

**I. Authority:**

This California Endangered Species Act (CESA) incidental take permit (ITP) is issued by the California Department of Fish and Wildlife (CDFW) pursuant to Fish and Game Code section 2081, subdivisions (b) and (c), and California Code of Regulations, Title 14, section 783.0 et seq. CESA prohibits the take<sup>1</sup> of any species of wildlife designated by the California Fish and Game Commission as an endangered, threatened, or candidate species.<sup>2</sup> However, CDFW may authorize the take of any such species by permit pursuant to the conditions set forth in Fish and Game Code section 2081, subdivisions (b) and (c). (See Cal. Code Regs., tit. 14, § 783.4.)

<b>Permittee:</b>	<b>Irvine Ranch Water District</b>
<b>Principal Officer:</b>	<b>Fiona Nye, Director of Water Resources</b>
<b>Contact Person:</b>	<b>Fiona Nye, (949) 453-5325</b>
<b>Mailing Address:</b>	<b>15600 Sand Canyon Avenue Irvine, CA 92618</b>

**II. Effective Date and Expiration Date of this ITP:**

This ITP is effective as of the date signed by CDFW below. Unless renewed by CDFW, this ITP and its authorization to take the Covered Species shall expire on **December 15, 2035**.

Notwithstanding the expiration date on the take authorization provided by this ITP, Permittee’s obligations pursuant to this ITP do not end until CDFW accepts as complete the Permittee’s Final Mitigation Report required by Condition of Approval 6.7 of this ITP.

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<sup>1</sup>Pursuant to Fish and Game Code section 86, “‘take’ means hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill.” (See also *Environmental Protection Information Center v. California Department of Forestry and Fire Protection* (2008) 44 Cal.4th 459, 507 [for purposes of incidental take permitting under Fish and Game Code section 2081, subdivision (b), “‘take’ ... means to catch, capture or kill”].)

<sup>2</sup>The definition of an endangered, threatened, and candidate species for purposes of CESA are found in Fish and Game Code sections 2062, 2067, and 2068, respectively.

**III. Project Location:**

Syphon Reservoir Improvement and Irvine Lake North Mitigation Site Project

The Syphon Reservoir Improvement and Irvine Lake North Mitigation Site Project (Project) will take place in two locations. The Syphon Reservoir Improvement portion located at the existing Syphon Reservoir recycled water storage facility within the unincorporated County of Orange (See Figure 1: Regional Map of Project Area). The Syphon Reservoir Improvement portion is located immediately adjacent to the City of Irvine, at approximately 33.710230, -117.731334. The Syphon Reservoir Improvement portion is bounded by Portola Parkway to the southwest, Bee Canyon Landfill Access Road to the northwest, and State Route 133 to the east.

The Irvine Lake North Mitigation Site is located 4.5 miles northeast of Syphon Reservoir (see Figure 3; Assessor’s Parcel Numbers 105-361-07 and 105-361-09). The Irvine Lake North Property has been acquired by the Permittee for the purpose of long-term preservation.

**IV. Project Description:**

The Project includes replacing the existing 59-foot engineered dam at Syphon Reservoir with a new 138-foot engineered dam, to increase the recycled water storage capacity from the current 500 acre-feet to a total of 5,000 acre-feet (See Figure 2: Detailed Map of Project Site). The overall dam crest elevation will increase from the existing 388 feet above mean sea level to approximately 468 feet above mean sea level. The maximum water surface level of the reservoir will increase from the existing 376 feet above mean sea level to 456 feet above mean sea level. The new dam will include a spillway to protect the reservoir from overtopping, as well as a seepage control drainage system, and a circulation/aeration system for the reservoir. The existing strainer and disinfection facilities will be demolished, reconstructed, and expanded at the toe of the new dam to provide filtration, chlorination, and de-chlorination. Additional project features include: new on-site access and maintenance roads; on-site wetland and riparian mitigation areas; off-site wetland and riparian mitigation at the San Joaquin Marsh; on-site upland mitigation areas; a new grout curtain; eight piezometer installations, as well as a partially fenced access trail to reach the piezometers; a 15-foot-tall dam control building near the inlet/outlet; four air quality monitoring stations; new Southern California Edison infrastructure to power the dam control building below ground; fuel reduction zones around the new dam control building; a 42-inch inlet/outlet pipeline; access roads; and, potential recreational facilities.

Incidental Take Permit  
 No. 2081-2025-033-05  
**IRVINE RANCH WATER DISTRICT**  
**SYPHON RESERVOIR IMPROVEMENT PROJECT**

**V. Covered Species Subject to Take Authorization Provided by this ITP:**

This ITP covers the following species:

<u>Name</u>	<u>CESA Status</u> <sup>3</sup>
1. Crotch’s bumble bee ( <i>Bombus crotchii</i> )	Candidate <sup>4</sup>

This species and only this species is the “Covered Species” for the purposes of this ITP.

**VI. Impacts of the Taking on Covered Species:**

Project activities and their resulting impacts are expected to result in the incidental take of individuals of the Covered Species. The activities described above are expected to result in the incidental take of individuals of the Covered Species which include initial site preparation; heavy equipment operation; grading; excavation; trenching and backfilling; installation and/or removal of structures and equipment; vehicle and foot traffic; access road construction; repair and resurfacing; handling of stockpiles and stored materials; soil compaction; vegetation clearing and maintenance including grading, mowing, and grubbing; revegetation requiring disking and excavation; inundation of the lake during operation and maintenance; and creation of the woody riparian mitigation area (Covered Activities).

Incidental take of individuals of the Covered Species in the form of mortality (“kill”) may occur as a result of Covered Activities such as initial site preparation; heavy equipment operation; grading; excavation; trenching and backfilling; installation and/or removal of structures and equipment; vehicle and foot traffic; access road construction; ground disturbance; handling of stockpiles and stored materials; soil compaction; vegetation clearing and maintenance such as grading, mowing and grubbing; revegetation requiring earthwork; initial inundation of the lake; Project operations; or during habitat enhancement, maintenance, and monitoring on the Project’s mitigation land. The areas where authorized take of the Covered Species is expected to occur include: the Project’s total on-site disturbance area in and around Syphon Reservoir, off-site at the Irvine Lake North mitigation property, as well as off-site at the San Joaquin Marsh wetland mitigation property (collectively, the Project Area).

The Project is expected to cause the permanent loss of **64.21** acres of habitat for the Covered Species, and temporary loss of **26.76** acres of habitat for the Covered Species, totaling **90.97** acres. Of the 26.76 acres of temporary habitat impacts, 21.4 acres will be restored on-site in place of habitat that is currently classified as non-native herbaceous and eucalyptus (see Figure 4 and Figure 5). Though the on-site restoration will provide beneficial habitat for the Covered Species, this Project feature is not included as mitigation for the purposes of this permit. Impacts of the authorized taking also include adverse impacts to the Covered Species related to temporal losses, increased habitat

<sup>3</sup> Under CESA, a species may be on the list of endangered species, the list of threatened species, or the list of candidate species.

<sup>4</sup>The species status may change following the decision of the Fish and Game Commission to designate the species as threatened or endangered but if there is such a designation, the species will remain a Covered Species.

fragmentation and edge effects, and the Project’s incremental contribution to cumulative impacts (indirect impacts). These impacts include stress resulting from noise and vibrations, long-term effects due to increased pollution, displacement from preferred habitat, decreased food supply, increased competition for food and space, exposure to contaminants such as pesticides and fuels, and increased vulnerability to predation.

**VII. Incidental Take Authorization of Covered Species:**

This ITP authorizes incidental take of the Covered Species and only the Covered Species. With respect to incidental take of the Covered Species, CDFW authorizes the Permittee, its employees, contractors, and agents to take Covered Species incidentally in carrying out the Covered Activities, subject to the limitations described in this section and the Conditions of Approval identified below. This ITP does not authorize take of Covered Species from activities outside the scope of the Covered Activities, take of Covered Species outside of the Project Area, take of Covered Species resulting from violation of this ITP, or intentional take of Covered Species.

**VIII. Conditions of Approval:**

Unless specified otherwise, the following measures apply to all Covered Activities within the Project Area, including areas used for vehicular ingress and egress, staging and parking, and noise and vibration generating activities that may/will cause take. CDFW’s issuance of this ITP and Permittee’s authorization to take the Covered Species are subject to Permittee’s compliance with and implementation of the following Conditions of Approval:

1. **Legal Compliance:** Permittee shall comply with all applicable federal, state, and local laws in existence on the effective date of this ITP or adopted thereafter.
2. **CEQA Compliance:** Permittee shall implement and adhere to all mitigation measures related to the Covered Species in the Syphon Reservoir Improvement Project Final Environmental Impact Report (SCH No.: 2019080009) that was certified by Irvine Ranch Water District on July 27, 2021, Addendum No. 2 to the Syphon Reservoir Improvement Project Final Environmental Impact Report (SCH No.: 2019080009; May 15, 2025), and Addendum No. 3 to the Syphon Reservoir Improvement Project Final Environmental Impact Report (SCH No. 2019080009; October 2025), that were adopted by Irvine Ranch Water District as lead agency for the Project pursuant to the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.).
3. **LSA Agreement Compliance:** Permittee shall implement and adhere to the mitigation measures and conditions related to the Covered Species in the Lake and Streambed Alteration Agreement (LSAA) (Notification No. EPIMS-ORA-48911-R5) which is currently being prepared for the Project and will be executed by CDFW pursuant to Fish and Game Code section 1600 et seq.
4. **ITP Time Frame Compliance:** Permittee shall fully implement and adhere to the conditions of this ITP within the time frames set forth below and as set forth in the Mitigation Monitoring and Reporting Program (MMRP), which is included as Attachment 1 to this ITP.

Incidental Take Permit  
No. 2081-2025-033-05  
**IRVINE RANCH WATER DISTRICT**  
**SYPHON RESERVOIR IMPROVEMENT PROJECT**

## 5. General Provisions:

- 5.1. Designated Representative.** Before starting Covered Activities, Permittee shall designate a representative (Designated Representative) responsible for communications with CDFW and overseeing compliance with this ITP. Permittee shall notify CDFW in writing before starting Covered Activities of the Designated Representative's name, business address, and contact information, and shall notify CDFW in writing if a substitute Designated Representative is selected or identified at any time during the term of this ITP.
- 5.2. Designated Biologists.** Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information of the Designated Biologist(s) using the Biologist Resume Form (Attachment 2) or another format containing the same information at least 30 days before starting Covered Activities. Permittee shall ensure that the Designated Biologist(s) are knowledgeable and experienced in the biology, natural history, collecting and handling of the Covered Species. The Designated Biologist(s) shall be responsible for monitoring Covered Activities to avoid, minimize and mitigate the incidental take of individual Covered Species and to minimize disturbance of Covered Species' habitat. Permittee shall obtain CDFW approval of the Designated Biologist(s) in writing before starting Covered Activities and shall also obtain approval in advance, in writing, if the Designated Biologist(s) must be changed.
- 5.3. Designated Biologist Authority.** To ensure compliance with the Conditions of Approval of this ITP, the Designated Biologist shall immediately stop any activity that does not comply with this ITP and/or order any reasonable measure to avoid the unauthorized take of an individual of the Covered Species. Permittee shall provide unfettered access to the Project Site and otherwise facilitate the Designated Biologist in the performance of his/her duties. If the Designated Biologist is unable to comply with the ITP, then the Designated Biologist shall notify the CDFW Representative immediately. Permittee shall not enter into any agreement or contract of any kind, including but not limited to non-disclosure agreements and confidentiality agreements, with its contractors and/or the Designated Biologist that prohibit or impede open communication with CDFW, including but not limited to providing CDFW staff with the results of any surveys, reports, or studies or notifying CDFW of any non-compliance or take. Failure to notify CDFW of any non-compliance or take or injury of a Covered Species because of such agreement or contract may result in CDFW taking actions to prevent or remedy a violation of this ITP.
- 5.4. Worker Education Awareness Program.** Permittee shall conduct a Worker Education Awareness Program (WEAP) for all persons employed or otherwise working in the Project Area before performing any work. The WEAP shall consist of a presentation from the Designated Biologist that includes a discussion of the ecology of the Covered Species, information about the distribution and habitat needs of the Covered Species, sensitivity of the Covered Species to human activities, its status pursuant to CESA including legal

protection, recovery efforts, penalties for violations and Project-specific protective measures described in this ITP. Permittee shall prepare and distribute wallet-sized cards or a fact sheet handout containing this information for workers to carry in the Project Area. Permittee shall provide interpretation for non-English speaking workers, and the WEAP shall be provided to any new workers before they are authorized to perform work in the Project Area. Upon completion of the WEAP, employees shall sign a form stating they attended the WEAP and understand all protection measures. This training shall be repeated at least once annually for long-term and/or permanent employees that will be conducting work in the Project Area.

- 5.5. Construction Monitoring Documentation. The Designated Biologist(s) shall maintain construction-monitoring documentation on-site in either hard copy or digital format throughout the construction period, which shall include a copy of this ITP with attachments and a list of signatures of all personnel who have successfully completed the WEAP. Permittee shall ensure a copy of the construction-monitoring documentation is available for review at the Project site upon request by CDFW.
- 5.6. Trash Abatement. Permittee shall initiate a trash abatement program before starting Covered Activities and shall continue the program for the duration of the Project. Permittee shall ensure that trash and food items are contained in animal-proof containers and removed, ideally at daily intervals but at least once a week, to avoid attracting opportunistic scavengers that may cause a disturbance on site.
- 5.7. Dust Control. Permittee shall implement dust control measures during Covered Activities to facilitate visibility for monitoring of the Covered Species by the Designated Biologist. Permittee shall keep the amount of water used to the minimum amount needed and shall not allow water to form puddles.
- 5.8. Erosion Control Materials. Permittee shall prohibit use of erosion control materials potentially harmful to Covered Species and other species, such as monofilament netting (erosion control matting) or similar material, in potential Covered Species' habitat.
- 5.9. Delineation of Property Boundaries. Before starting Covered Activities along each part of the route in active construction, Permittee shall clearly delineate the boundaries of the Project Area with fencing, stakes, or flags. Permittee shall restrict all Covered Activities to within the fenced, staked, or flagged areas. Permittee shall maintain all fencing, stakes, and flags until the completion of Covered Activities in that area.
- 5.10. Delineation of Habitat. Permittee shall clearly delineate habitat of the Covered Species remaining within the Project Area after initial site clearance with posted signs, posting stakes, flags, and/or rope or cord, and place fencing as necessary to minimize the disturbance of remaining Covered Species' habitat.

- 5.11. Project Access.** Project-related personnel shall access the Project Area using existing routes, and shall not cross Covered Species' habitat outside of, or en route to, the Project Area. Permittee shall restrict Project-related vehicle traffic to established roads, staging, and parking areas. Permittee shall ensure that vehicle speeds do not exceed 15 miles per hour to avoid Covered Species on roads. If Permittee determines construction of routes for travel are necessary outside of the Project Area, the Designated Representative shall contact CDFW for written approval before carrying out such an activity. CDFW may require an amendment to this ITP, among other reasons, if additional take of Covered Species will occur as a result of the Project modification.
- 5.12. Staging Areas.** Permittee shall confine all Project-related parking, storage areas, laydown sites, equipment storage, and any other surface-disturbing activities to the Project Area using, to the extent possible, previously disturbed areas. Additionally, Permittee shall not use or cross Covered Species' habitat outside of the marked Project Area unless provided for as described in Condition of Approval 5.11 of this ITP.
- 5.13. Hazardous Waste.** Permittee shall immediately stop and, pursuant to pertinent state and federal statutes and regulations, arrange for repair and clean up by qualified individuals of any fuel or hazardous waste leaks or spills at the time of occurrence, or as soon as it is safe to do so. Permittee shall exclude the storage and handling of hazardous materials from the Project Area and shall properly contain and dispose of any unused or leftover hazardous products off-site.
- 5.14. CDFW Access.** Permittee shall provide CDFW staff with reasonable access to the Project Area and mitigation lands under Permittee control and shall otherwise fully cooperate with CDFW efforts to verify compliance with or effectiveness of mitigation measures set forth in this ITP.
- 5.15. Refuse Removal.** Upon completion of Covered Activities, Permittee shall remove from the Project Area and properly dispose of all temporary fill and construction refuse, including, but not limited to, broken equipment parts, wrapping material, cords, cables, wire, rope, strapping, twine, buckets, metal or plastic containers, and boxes.

## **6. Monitoring, Notification and Reporting Provisions:**

- 6.1. Notification Before Commencement.** The Designated Representative shall notify CDFW 14 calendar days before starting Covered Activities and shall document compliance with all pre-Project Conditions of Approval before starting Covered Activities.
- 6.2. Notification of Non-compliance.** The Designated Representative shall immediately notify CDFW if the Permittee is not in compliance with any Condition of Approval of this ITP, including but not limited to any actual or anticipated failure to implement measures within

the time periods indicated in this ITP and/or the MMRP. The Designated Representative shall follow up within 24 hours with a written report to CDFW describing, in detail, any non-compliance with this ITP and suggested measures to remedy the situation.

**6.3. Compliance Monitoring.** The Designated Biologist shall be on-site daily when Covered Activities occur. The Designated Biologist shall conduct compliance inspections to:

- (1) minimize incidental take of the Covered Species;
- (2) prevent unlawful take of species;
- (3) check for compliance with all measures of this ITP;
- (4) check all exclusion zones; and
- (5) ensure that signs, stakes, and fencing are intact, and that Covered Activities are only occurring in the Project Area.

The Designated Representative or Designated Biologist shall prepare daily written observation and inspection records summarizing oversight activities and compliance inspections, observations of Covered Species and their sign, survey results, and monitoring activities required by this ITP.

During periods of Project inactivity, or after vegetation clearing and initial grading have been completed, **compliance inspections by the Designated Biologist may be reduced to a minimum of one day per week only after Permittee obtains written approval from CDFW.** Permittee shall immediately resume daily compliance inspections if the Designated Biologist or CDFW finds the Permittee is out of compliance with any Conditions of Approval of this ITP, upon written notification from CDFW, and/or if the Covered Species, including nests or overwintering queens, are suspected or confirmed in the Project Area.

**6.4. Monthly Compliance Report.** The Designated Representative or Designated Biologist shall compile the observation and inspection records identified in Condition of Approval 6.3 into a Monthly Compliance Report and submit it to CDFW along with a copy of the MMRP table with notes showing the current implementation status of each mitigation measure. Monthly Compliance Reports shall be submitted to the CDFW offices listed in the Notices section of this ITP and via e-mail to CDFW's Regional Representative and Headquarters CESA Program. At the time of this ITP's approval, the CDFW Regional Representative is Jennifer Turner, Senior Environmental Scientist Supervisory ([Jennifer.Turner@wildlife.ca.gov](mailto:Jennifer.Turner@wildlife.ca.gov) and copy [R5Cesa@wildlife.ca.gov](mailto:R5Cesa@wildlife.ca.gov)) and Headquarters CESA Program email is [CESA@wildlife.ca.gov](mailto:CESA@wildlife.ca.gov). CDFW may at any time increase the timing and number of compliance inspections and reports required under this provision depending upon the results of previous compliance inspections. If CDFW determines the reporting

schedule must be changed, CDFW will notify Permittee in writing of the new reporting schedule.

- 6.5. Annual Status Report.** Permittee shall provide CDFW with an Annual Status Report (ASR) no later than January 31 of every year, beginning with issuance of this ITP and continuing until CDFW accepts the Final Mitigation Report identified below. Each ASR shall include, at a minimum: (1) a summary of all Monthly Compliance Reports for that year identified in Condition of Approval 6.4; (2) a general description of the status of the Project Area and Covered Activities, including actual or projected completion dates, if known; (3) a copy of the table in the MMRP with notes showing the current implementation status of each mitigation measure; (4) an assessment of the effectiveness of each completed or partially completed mitigation measure in avoiding, minimizing and mitigating Project impacts; (5) all available information about Project-related incidental take of the Covered Species; (6) an accounting of the number of acres subject to both temporary and permanent disturbance, both for the prior calendar year, and a total since ITP issuance; and (7) information about other Project impacts on the Covered Species.
- 6.6. CNDDDB Observations.** The Designated Biologist shall submit all observations of Covered Species to CDFW’s California Natural Diversity Database (CNDDDB) within 60 calendar days of the observation, and the Designated Biologist shall include copies of the submitted forms with the next Monthly Compliance Report or ASR, whichever is submitted first relative to the observation. The Designated Biologist shall submit a notification of observation (including species name, date of observation and GPS coordinates) by email to CDFW’s Regional Representative within 24 hours of observation.
- 6.7. Final Mitigation Report.** No later than 45 days after completion of all mitigation measures, Permittee shall provide CDFW with a Final Mitigation Report. The Designated Biologist shall prepare the Final Mitigation Report which shall include, at a minimum: (1) a summary of all Monthly Compliance Reports and all ASRs; (2) a copy of the table in the MMRP with notes showing when each of the mitigation measures was implemented; (3) all available information about Project-related incidental take of the Covered Species; (4) information about other Project impacts on the Covered Species; (5) beginning and ending dates of Covered Activities; (6) an assessment of the effectiveness of this ITP’s Conditions of Approval in minimizing and fully mitigating Project impacts of the taking on Covered Species; (7) recommendations on how mitigation measures might be changed to more effectively minimize take and mitigate the impacts of future projects on the Covered Species; and (8) any other pertinent information.
- 6.8. Notification of Take or Injury.** Designated Biologist shall immediately notify the Designated Representative if a Covered Species is taken, needs to be relocated, or is injured by a Project-related activity, or if a Covered Species is otherwise found dead within the vicinity of the Project. The Designated Biologist or Designated Representative shall provide initial

notification to CDFW’s Regional Representative ([Jennifer.Turner@wildlife.ca.gov](mailto:Jennifer.Turner@wildlife.ca.gov) and copy [R5CESA@wildlife.ca.gov](mailto:R5CESA@wildlife.ca.gov)) and by calling the Regional Office at (858) 467-4201. The initial notification to CDFW shall include information regarding the location, species, and number of animals taken or injured and the ITP Number. Following initial notification, Permittee shall send CDFW a written report within two calendar days. The report shall include the date and time of the finding or incident, GPS location (including GPS error estimated in feet and datum) of the animal or carcass, and if possible, provide a photograph, explanation as to cause of take or injury, and any other pertinent information.

- 6.8.1. Covered Species Salvage.** If a Covered Species is taken or otherwise found deceased, the Designated Biologist shall salvage, photograph, and place the carcass in a labeled, clean Ziplock bag or vial and store it in a freezer. The label shall include a unique identifier (collection number), species name, time and date of collection, collection location, GPS location (including datum and horizontal error in feet), circumstances surrounding death (if known), collector name and contact information (phone number or email), and ITP Number 2081- 2025-033-05. The Designated Biologist shall deliver the carcass (on dry ice if possible) to the following address and notify CDFW’s Regional Representative at the time of shipping:

CDFW Wildlife Genetics Research Unit (Wildlife Health Lab)  
 Attention: Michael Buchalski  
 1415 North Market Blvd., Suite 9  
 Sacramento, CA 95834

- 7. Take Minimization Measures:** The following requirements are intended to ensure the minimization of incidental take of Covered Species in the Project Area during Covered Activities. Permittee shall implement and adhere to the following conditions to minimize take of Covered Species:

- 7.1. Timing of Vegetation Removal.** Permittee shall remove vegetation after plants have stopped blooming in the fall and outside of the Colony Active Period and Gyne Flight Season (approximately February 1 through August 31; varies based on the location/year and can be confirmed via pre-construction surveys), to the maximum extent feasible. When vegetation removal is occurring by mower, Permittee shall set mower blade heights no lower than 4 inches, unless otherwise approved by CDFW in writing.

- 7.1.1. Patched Vegetation Removal.** If vegetation needs to be removed during the bloom period, Permittee shall remove flowering vegetation in a patched manner leaving areas of floral resources as refugia for foraging Covered Species or wait until bloom has ceased. During the bloom period and colony active period, removal of non-native plants should be prioritized over native plants.

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**7.2. Daily Work Area Coverage.** Permittee shall ensure that each daily work area is adequately covered by a Designated Biologist. Permittee shall proceed with Covered Activities in a systematic manner to facilitate the Designated Biologist(s) in performing surveys required by Condition of Approval 7.4. If there are multiple, separate work areas on a given workday, Permittee shall provide a Designated Biologist for each separate work area.

**7.3. Immediately Stop Covered Activities.** Permittee shall immediately stop all Covered Activities in the vicinity if a Covered Species nest is found. Permittee shall notify the Designated Biologist and CDFW's Regional Representative (Jennifer.Turner@wildlife.ca.gov and copy R5CESA@wildlife.ca.gov) if a Covered Species is taken, needs to be relocated, or is injured by a Project-related activity, or if a Covered Species is otherwise found dead or injured (see Condition of Approval 6.8). Covered Activities may resume in the vicinity where a Covered Species nest is found after Permittee receives written approval from CDFW's Regional Representative.

**7.4. Covered Species Pre-Construction Surveys.** Prior to Covered Activities occurring during the Colony Active Period (generally February 1 through August 31), the Designated Biologist shall search for the Covered Species through an area planned for Covered Activities. The Designated Biologist shall perform two surveys consisting of meandering transects no more than 10 days prior to the commencement of Covered Activities in that area<sup>5</sup>. The Designated Biologist shall conduct surveys at least four days apart with the second survey occurring within two days prior to starting Covered Activities in that area. The Designated Biologist shall focus attention on areas with blooming native and non-native nectar and pollen resources for the Covered Species. The survey duration shall be appropriate to the size of the area planned for Covered Activities plus 50 feet based on a minimum of one person-hour of searching per three acres of suitable habitat. The Designated Biologist shall conduct surveys between 8:00 AM and 4:00 PM (Pacific Standard Time) on sunny days between 55- and 90-degrees Fahrenheit with sustained wind speeds measuring less than 10 miles per hour. If the Covered Species is detected or suspected during surveys, the Designated Biologist shall flag the area where the observation was made and closely monitor the areas that were flagged during Covered Activities to further minimize take of Covered Species.

**7.4.1. Locating Nests.** The Designated Biologist shall make every effort to locate nests if the Covered Species is suspected or confirmed within the Project Area. The Designated Biologist shall observe any ground animal burrow entrances for signs of the Covered Species. To confirm a suspected Covered Species nest<sup>6</sup>, the Designated Biologist may

<sup>5</sup> The following are example protocols that can be used in survey method development:

- CA Bumble Bee Atlas non-lethal protocol (volunteer handbook)-<https://www.cabumblebeeatlas.org/point-surveys.html>
- USFWS Rusty patched bumble bee protocol  
[https://www.fws.gov/sites/default/files/documents/Survey\\_Protocols\\_RPBB\\_12April2019.pdf](https://www.fws.gov/sites/default/files/documents/Survey_Protocols_RPBB_12April2019.pdf)

<sup>6</sup> Because worker bees are actively foraging, they should arrive and exit an active nest site with frequency during the active period, such that their presence would be apparent after a few minutes of observation much like other bee, wasp, or hornet species

block/cover any burrow entrance with a jar/vial (or similar) of appropriate size for no more than 30 minutes or until a bumble bee is detected. The Designated Biologist shall also observe bunch grasses, thatched annual grasses, brush piles, old bird nests, dead trees, or hollow logs to determine if a potential nest could be present. The Designated Biologist shall identify the species of bumble bee if a bumble bee is detected.

- 7.4.2. Nest Buffer.** If a Covered Species nest is detected or suspected, Permittee, in consultation with the Designated Biologist, shall prohibit or immediately stop all Project Activities within 50 feet of the nest. Designated Biologist shall delineate the 50-foot buffer and notify all workers not to enter the environmentally sensitive area. The Designated Representative or Designated Biologist shall contact CDFW's Regional Representative within 24 hours for further consultation (see Condition of Approval 6.4 for contact information). The Designated Biologist shall record the nest location with a GPS (including datum and horizontal accuracy in feet) and include photographs and a map of the nest location as part of notification to CDFW's Regional Representative. Designated Biologist shall increase the size and/or modify the environmentally sensitive area buffer upon notice from CDFW. Permittee shall maintain buffers until further instructions from CDFW's Regional Representative. To determine if a nest has senesced, the Designated Biologist shall monitor the nest for senescence in late summer and fall. Nest senescence can typically be denoted after the presence of reproductives (gynes and males) are observed. Nests should be monitored a minimum of one hour per day for three consecutive days during optimal weather conditions (i.e. from 8am-4pm, low wind, and low cloud cover conditions, etc.). If there has been no nest activity after the above conditions are met, then the no disturbance work buffer may be removed if CDFW approves.
- 7.4.3. Exposed Nest.** If excavation or vegetation removal exposes a nest, the Designated Biologist shall halt work in the area and immediately contact and consult with CDFW. The designated Biologist shall set up a structure to shade the exposed nest and set up a 50 foot no disturbance buffer until the nest has senesced or project activities are completed, whichever one comes first.
- 7.4.4. Overwintering Site Buffer.** If any overwintering Covered Species are found during Covered Activities, the Permittee, in consultation with the Designated Biologist shall immediately stop and prohibit all Covered Activities within 50 feet of the queen and/or hibernaculum. Permittee shall delineate the 50-foot buffer and notify all workers not to enter the environmentally sensitive area. If an overwintering queen is exposed, the Designated Biologist shall cover and protect the queen bumble bee using the substrate it was found in/under and return any materials removed during surveys (e.g., grass, vegetation, bark, and debris) to re-create pre-disturbed conditions. The Designated Representative or Designated Biologist shall contact CDFW's Regional Representative within 24 hours for further consultation. The Designated Biologist shall record the

queen's location with a GPS (including datum and horizontal accuracy in feet) and include photographs and a map of the queen's location as part of notification to CDFW's Regional Representative. Permittee shall increase the size and/or modify the environmentally sensitive area buffer upon notice from CDFW. Permittee shall maintain buffers until the overwintering queen leaves the area, which typically occurs in the early spring, depending on the location and local climate conditions. Permittee shall confer with CDFW's Regional Representative for approval of further instructions.

**7.4.5. Repeat Surveys Following Periods of Inactivity.** If Covered Activities are suspended for longer than three days between February 1<sup>st</sup> and August 31, the Designated Biologist shall perform one visual survey when survey conditions are met (see Condition of Approval 7.4) prior to re-starting Covered Activities.

**7.4.6. Daily Visual Sweeps.** The Designated Biologist shall conduct daily visual sweeps of the daily work area by walking ahead of grading and vegetation removal equipment for Covered Species at the start of daily work and throughout the daily workday. The Designated Biologist shall intermittently repeat visual sweeps throughout the daily work window because the Covered Species is unlikely to be active before the start of daily Covered Activities that initiate prior to 8:00 AM. If the Covered Species is detected or suspected, the Designated Biologist shall follow requirements under Conditions of Approval 7.4.1 and 7.4.2. After initial vegetation clearing has been completed, the frequency of daily visual sweeps may be modified after the Designated Representative consults with, and obtains written approval from, CDFW.

**7.5. Weed Management Plan.** Permittee shall submit to CDFW for its review and approval a Weed Management Plan (WMP) before starting Covered Activities, if weed management activities have not otherwise been addressed in another project plan to the satisfaction of CDFW. The WMP shall include measures to ensure that non-native invasive plant species do not become established within or adjacent to the Project Area or proliferate because of Covered Activities. The WMP shall address non-native plants within and adjacent to the Project Area during construction and post-construction. The WMP shall also address Covered Species habitat. The WMP shall prohibit the establishment of any plant listed on the California Invasive Plant Council's (Cal-IPC) [Invasive Plant Inventory](#) (High, Moderate, Limited, and Watch lists). The WMP shall address sources of non-native plant introduction and establishment; measures to minimize the potential of non-native plant spread and/or proliferate in the Project Area and adjacent to the Project Area; management of stockpiles; identification/Early Detection Rapid Response; and methods to eradicate nonnative plants prior to seed set. Prevention Best Management Practices and guidelines for invasive plants can be found on Cal-IPC's [Prevention](#) webpage and Cal-IPC's [Preventing the Spread of Invasive Plants: Best Management Practices for Land Managers](#).

**7.6. Pesticide Use.** Permittee shall not use pesticides such as herbicides, insecticides, or rodenticides within the Project Area. If pesticides must be used, including for habitat restoration and enhancement, Permittee shall consult with CDFW and may only use pesticides upon CDFW's written approval (see Condition of Approval 7.7 below).

**7.7. Pesticide Use Plan.** If pesticide use is approved by CDFW, Permittee shall submit to CDFW for its review and approval a Pesticide Use Plan to Avoid and Minimize Impacts to the Covered Species (Pesticide Use Plan). The Pesticide Use Plan shall describe Best Management Practices to avoid and minimize adverse effects of pesticide use on individuals of the Covered Species and Covered Species habitat adjacent to the Project Area.

Permittee shall incorporate the following (at a minimum) into the Pesticide Use Plan: (1) follow best management practices described by Xerces Society's Guidance to Protect Habitat from Pesticide Contamination, California Department of Pesticide Regulation, and the University of California's Division of Agriculture and Natural Resources Statewide Integrated Pest Management Program's Best Management Practices to protect bees from pesticides; (2) avoid mixtures with adjuvants containing alkylphenol ethoxylates, (3) avoid use of soil fumigants, which penetrate the soil and can poison ground nesting bees; (4) avoid spraying herbicides, especially on plants that are in bloom to minimize direct or indirect contact the Covered Species; (5) use targeted methods only; (6) pesticide application shall be conducted when the Covered Species is overwintering (i.e., outside of the Colony Active Period) to the maximum extent practicable; (7) avoid the use of pesticides marked with the U.S. Environmental Protection Agency's bee hazard icon; and (8) preferentially use chemicals that are rated green/III in the University of California Integrated Pest Management Bee Precaution Database and chemicals of the least toxic products at the least concentrated application when possible.

**8. Habitat Management Land Acquisition:** CDFW has determined that permanent protection and perpetual management of compensatory habitat is necessary and required pursuant to CESA to fully mitigate Project-related impacts of the taking on the Covered Species that will result from implementation of the Covered Activities. This determination is based on factors including an assessment of the importance of the habitat in the Project Area, the extent to which the Covered Activities will impact the habitat, and CDFW's estimate of the protected acreage required to provide for adequate compensation. The off-site mitigation property, Irvine Lake North, is 99.83 acres and contains more than 95 acres of natural upland vegetation that is suitable for the Covered Species. The remaining habitat on site provides a natural buffer and connectivity to neighboring habitat that is beneficial for the Covered Species. The property contains year-round floral resources preferred by the Covered Species (Figure 6).

To meet this requirement, the Permittee shall provide for both the permanent protection and management of **99.83 acres** of Habitat Management (HM) lands pursuant to Condition of

Approval 8.2 below and the calculation and deposit of the management funds pursuant to Condition of Approval 8.3 below. Permanent protection and funding for perpetual management of HM lands must be completed before starting Covered Activities, or within 18 months of the effective date of this ITP if Security is provided pursuant to Condition of Approval 9 below for all uncompleted obligations.

**8.1. Cost Estimates.** For the purposes of determining the Security amount, CDFW has estimated the cost sufficient for CDFW or its contractors to complete acquisition, protection, and perpetual management of the HM lands as follows:

**8.1.1.** Land acquisition costs for HM lands identified in Condition of Approval 8.2 below, estimated at \$20,591 per acre for 99.83 acres: **\$2,055,635**

**8.1.2.** All costs necessary to review and record a conservation easement as described in Condition of Approval 8.2.1 and 8.2.2 below: **\$17,440;**

**8.1.3.** Start-up costs for HM lands, including initial site protection costs as described in Condition of Approval 8.2.5 below, estimated at **\$42,625.**

**8.1.4.** Long-term management funding as described in Condition of Approval 8.3 below, estimated at \$15,081/acre for 99.83 acres: **\$1,505,558.** Long-term management funding is estimated initially for the purpose of providing Security to ensure implementation of HM lands management.

**8.1.5.** Related transaction fees including but not limited to account set-up fees, administrative fees, title and documentation review and related title transactions, expenses incurred from other state agency reviews, and overhead related to transfer of HM lands to CDFW as described in Condition of Approval 8.4, estimated at **\$6,000.**

**8.1.6.** All costs associated with CDFW engaging an outside contractor to complete the mitigation tasks, including but not limited to acquisition, protection, and perpetual funding and management of the HM lands and restoration of temporarily disturbed habitat. These costs include but are not limited to the cost of issuing a request for proposals, transaction costs, contract administration costs, and costs associated with monitoring the contractor's work estimated at **\$75,000.**

**8.2. Habitat Management Lands Acquisition and Protection.** If the Permittee elects to provide for the acquisition, permanent protection, and perpetual management of HM lands to complete compensatory mitigation obligations, then the Permittee shall:

**8.2.1. Fee Title.** Transfer fee title of the HM lands to CDFW pursuant to terms approved in writing by CDFW. Alternatively, CDFW, in its sole discretion, may authorize a governmental entity, special district, non-profit organization, for-profit entity, person,

or another entity to hold title to and manage the property provided that the district, organization, entity, or person meets the requirements of Government Code sections 65965-65968, as amended.

- 8.2.2. Conservation Easement.** If CDFW does not hold fee title to the HM lands, CDFW shall act as grantee for a conservation easement over the HM lands or shall, in its sole discretion, approve a non-profit entity, public agency, or Native American tribe to act as grantee for a conservation easement over the HM lands provided that the entity, agency, or tribe meets the requirements of Civil Code section 815.3. If CDFW elects not to be named as the grantee for the conservation easement, CDFW shall be expressly named in the conservation easement as a third-party beneficiary. The Permittee shall obtain CDFW written approval of any conservation easement before its execution or recordation. No conservation easement shall be approved by CDFW unless it complies with Civil Code sections 815-816, as amended, and Government Code sections 65965-65968, as amended and includes provisions expressly addressing Government Code sections 65966(j) and 65967(e). Because the “doctrine of merger” could invalidate the conservation interest, under no circumstances can the fee title owner of the HM lands serve as grantee for the conservation easement.
- 8.2.3. HM Lands Documentation.** Provide a recent preliminary title report, Phase I Environmental Site Assessment, and other necessary documents (please contact CDFW for document list). All documents conveying the HM lands and all conditions of title are subject to the approval of CDFW, and if applicable, the Wildlife Conservation Board and the Department of General Services;
- 8.2.4. Land Manager.** Designate a long-term land manager approved by CDFW. The long-term land manager may be the landowner or another party. Permittee shall notify CDFW of any subsequent changes in the land manager within 30 days of the change. If CDFW will hold fee title to the mitigation land, CDFW will act as both the interim and long-term land manager unless otherwise specified. A grantee for the conservation easement cannot serve as the interim or long-term manager without the express written authorization of CDFW in its sole discretion.
- 8.2.5. Start-up Activities.** Provide for the implementation of start-up activities, including the initial site protection and enhancement of HM lands, once the HM lands have been approved by CDFW. Start-up activities include, at a minimum: (1) preparing a final management plan for CDFW approval (see optional management plan template at <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=227736>) (2) conducting a baseline biological assessment and land survey report within four months of recording or transfer; (3) developing and transferring Geographic Information Systems (GIS) data if applicable; (4) establishing initial fencing; (5) conducting litter removal; and (7) installing signage.

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**8.3. Endowment Fund.** If the Permittee elects to provide for the acquisition, permanent protection, and perpetual management of HM lands to complete compensatory mitigation obligations, then the Permittee shall ensure that the HM lands are perpetually managed, maintained, and monitored by the long-term land manager as described in this ITP, the conservation easement, and the final management plan approved by CDFW. After obtaining CDFW approval of the HM lands, Permittee shall provide long-term management funding for the perpetual management of the HM lands by establishing a long-term management fund (Endowment). The Endowment is a sum of money, held in a CDFW-approved fund that is permanently restricted to paying the costs of long-term management and stewardship of the mitigation property for which the funds were set aside, which costs include the perpetual management, maintenance, monitoring, and other activities on the HM lands consistent with this ITP, the conservation easement, and the management plan required by Condition of Approval 8.2.5. Endowment as used in this ITP shall refer to the endowment deposit and all interest, dividends, other earnings, additions, and appreciation thereon. The Endowment shall be governed by this ITP, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.

After the interim management period, Permittee shall ensure that the designated long-term land manager implements the management and monitoring of the HM lands according to the final management plan. The long-term land manager shall be obligated to manage and monitor the HM lands in perpetuity to preserve their conservation values in accordance with this ITP, the conservation easement, and the final management plan. Such activities shall be funded through the Endowment.

**8.3.1. Identify an Endowment Manager.** The Endowment shall be held by the Endowment Manager, which shall be either CDFW or another entity qualified pursuant to Government Code sections 65965-65968, as amended.

Permittee shall submit to CDFW a written proposal that includes: (i) the name of the proposed Endowment Manager; (ii) whether the proposed Endowment Manager is a governmental entity, special district, nonprofit organization, community foundation, or congressionally chartered foundation; (iii) whether the proposed Endowment Manager holds the property or an interest in the property for conservation purposes as required by Government Code section 65968(b)(1) or, in the alternative, the basis for finding that the Project qualifies for an exception pursuant to Government Code section 65968(b)(2); and (iv) a copy of the proposed Endowment Manager's certification pursuant to Government Code section 65968(e).

Within thirty days of CDFW's receipt of Permittee's written proposal, CDFW shall inform Permittee in writing if it determines the proposal does not satisfy the requirements of Fish and Game Code section 2081(b)(3) and, if so, shall provide Permittee with a written explanation of the reasons for its determination. If CDFW

does not provide Permittee with a written determination within the thirty-day period, the proposal shall be deemed consistent with Section 2081(b)(3).

- 8.3.2. Calculate the Endowment Funds Deposit.** After obtaining CDFW written approval of the HM lands, long-term management plan, and Endowment Manager, Permittee shall prepare an endowment assessment (equivalent to a Property Analysis Record (PAR)) to calculate the amount of funding necessary to ensure the long-term management of the HM lands (Endowment Deposit Amount). Note that the endowment for the easement holder should not be included in this calculation. The Permittee shall submit to CDFW for review and approval the results of the endowment assessment before transferring funds to the Endowment Manager.
- 8.3.2.1. **Capitalization Rate and Fees.** Permittee shall obtain the capitalization rate from the selected Endowment Manager for use in calculating the endowment assessment and adjust for any additional administrative, periodic, or annual fees.
- 8.3.2.2. **Endowment Buffers/Assumptions.** Permittee shall include in the endowment assessment assumptions the following buffers for endowment establishment and use that will substantially ensure long-term viability and security of the Endowment:
- 8.3.2.2.1. **10 Percent Contingency.** A 10 percent contingency shall be added to each endowment calculation to hedge against underestimation of the fund, unanticipated expenditures, inflation, or catastrophic events.
- 8.3.2.2.2. **Three Years Delayed Spending.** The endowment shall be established assuming spending will not occur for the first three years after full funding.
- 8.3.2.2.3. **Non-annualized Expenses.** For all large capital expenses to occur periodically but not annually such as fence replacement or well replacement, payments shall be withheld from the annual disbursement until the year of anticipated need or upon request to Endowment Manager and CDFW.
- 8.3.3. Transfer Long-term Endowment Funds.** Permittee shall transfer the long-term endowment funds to the Endowment Manager upon CDFW approval of the Endowment Deposit Amount identified above.
- 8.3.4. Management of the Endowment.** The approved Endowment Manager may pool the Endowment with other endowments for the operation, management, and protection of HM lands for local populations of the Covered Species but shall maintain separate accounting for each Endowment. The Endowment Manager shall, at all times, hold and

manage the Endowment in compliance with this ITP, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.

Notwithstanding Probate Code sections 18501-18510, the Endowment Manager shall not make any disbursement from the Endowment that will result in expenditure of any portion of the principal of the endowment without the prior written approval of CDFW in its sole discretion. Permittee shall ensure that this requirement is included in any agreement of any kind governing the holding, investment, management, and/or disbursement of the Endowment funds.

Notwithstanding Probate Code sections 18501-18510, if CDFW determines in its sole discretion that an expenditure needs to be made from the Endowment to preserve the conservation values of the HM lands, the Endowment Manager shall process that expenditure in accordance with directions from CDFW. The Endowment Manager shall not be liable for any shortfall in the Endowment resulting from CDFW's decision to make such an expenditure.

**8.4. Reimburse CDFW.** Permittee shall reimburse CDFW for all reasonable costs incurred by CDFW related to issuance and monitoring of this ITP, including, but not limited to, transaction fees, account set-up fees, administrative fees, title and documentation review and related title transactions, costs incurred from other state agency reviews, and overhead related to transfer of HM lands to CDFW.

**9. Security:** The Permittee may proceed with Covered Activities only after the Permittee has ensured funding (Security) to complete any activity required by Condition of Approval 7 that has not been completed before Covered Activities begin. Permittee shall provide Security as follows:

**9.1. Security Amount.** The Security shall be in the amount of **\$3,702,258** or in the amount identified in Condition of Approval 8.1 specific to the obligation that has not been completed. This amount is determined by CDFW based on the cost estimates identified in Condition of Approval 8.1 above, sufficient for CDFW or its contractors to complete land acquisition, property enhancement, startup costs, initial management, long-term management, and monitoring.

**9.2. Security Form.** The Security shall be in the form of an irrevocable letter of credit (see Attachment 3) or another form of Security approved in advance in writing by CDFW's Office of the General Counsel.

**9.3. Security Timeline.** The Security shall be provided to CDFW before Covered Activities begin or within 30 days after the effective date of this ITP, whichever occurs first.

**9.4. Security Holder.** The Security shall be held by CDFW or in a manner approved in advance in writing by CDFW.

- 9.5. Security Transmittal.** Permittee shall transmit security to CDFW by way of an approved instrument such as an escrow agreement, irrevocable letter of credit, or other.
- 9.6. Security Drawing.** The Security shall allow CDFW to draw on the principal sum if CDFW, in its sole discretion, determines that the Permittee has failed to comply with the Conditions of Approval of this ITP.
- 9.7. Security Release.** The Security (or any portion of the Security then remaining) shall be released to the Permittee after CDFW has conducted an on-site inspection and received confirmation that all secured requirements have been satisfied, as evidenced by:
- Written documentation of the acquisition of the HM lands;
  - Confirmation that start-up activities have been completed, as per Condition of Approval 8.2.5;
  - Copies of all executed and recorded conservation easements;
  - Written confirmation from the approved Endowment Manager of its receipt of the full Endowment; and
  - Timely submission of all required reports.

Even if Security is provided, the Permittee must complete the required acquisition, protection and transfer of all HM lands and record any required conservation easements no later than 18 months from the effective date of this ITP. CDFW may require the Permittee to provide additional HM lands and/or additional funding to ensure the impacts of the taking are minimized and fully mitigated, as required by law, if the Permittee does not complete these requirements within the specified timeframe.

**IX. Amendment:**

This ITP may be amended as provided by California Code of Regulations, Title 14, section 783.6, subdivision (c), and other applicable laws. This ITP may be amended without the concurrence of the Permittee as required by law, including if CDFW determines that continued implementation of the Project as authorized under this ITP would jeopardize the continued existence of the Covered Species or where Project changes or changed biological conditions necessitate an ITP amendment to ensure that all Project-related impacts of the taking to the Covered Species are minimized and fully mitigated.

**X. Stop-Work Order:**

If CDFW determines the Permittee has violated any term or condition of this ITP or has engaged in unlawful take, CDFW may issue Permittee a written stop-work order instructing the Permittee to suspend any Covered Activity for an initial period of up to 30 days or risk suspension or revocation of this ITP. CDFW can issue a stop-work order to prevent or remedy a violation of this ITP, including but not limited to the failure to comply with reporting or monitoring obligations, or to prevent the

unauthorized take of any CESA endangered, threatened, or candidate species, regardless of whether that species is a Covered Species under this ITP. Permittee shall stop work immediately as directed by CDFW upon receipt of any such stop-work order. Upon written notice to Permittee, CDFW may extend any stop-work order issued to Permittee for a period not to exceed 30 additional days.

If Permittee fails to remedy the violation or to comply with a stop-work order, CDFW may proceed with suspension and revocation of this ITP. Suspension and revocation of this ITP shall be governed by California Code of Regulations, Title 14, section 783.7, and any other applicable law. Neither the Designated Biologist nor CDFW shall be liable for any costs incurred in complying with stop-work orders.

**XI. Compliance with Other Laws:**

This ITP sets forth CDFW's requirements for the Permittee to implement the Project pursuant to CESA. This ITP does not necessarily create an entitlement to proceed with the Project. Permittee is responsible for complying with all other applicable federal, state, and local laws.

**XII. Notices:**

Written notices, reports and other communications relating to this ITP shall be delivered to CDFW by email or registered first class mail at the following address, or at addresses CDFW may subsequently provide the Permittee. Notices, reports, and other communications shall reference the Project name, Permittee, and ITP Number (2081-2025-033-05) in a cover letter and on any other associated documents.

Original cover with attachment(s) to:

Erinn Wilson-Olgin, Regional Manager  
California Department of Fish and Wildlife  
South Coast Region 5  
Attn: CESA Permitting Program  
3883 Ruffin Road  
San Diego, CA 92123  
[R5CESA@wildlife.ca.gov](mailto:R5CESA@wildlife.ca.gov)

and a copy to:

Habitat Conservation Planning Branch  
California Department of Fish and Wildlife  
Attention: CESA Permitting Program  
Post Office Box 944209  
Sacramento, CA 94244-2090  
[CESA@wildlife.ca.gov](mailto:CESA@wildlife.ca.gov)

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IRVINE RANCH WATER DISTRICT  
SYPHON RESERVOIR IMPROVEMENT PROJECT

Unless Permittee is notified otherwise, CDFW's Regional Representative for purposes of addressing issues that arise during implementation of this ITP is:

Jennifer Turner, Senior Environmental Scientist Supervisory  
California Department of Fish and Wildlife  
South Coast Region 5  
3883 Ruffin Rd.  
San Diego, CA 92123  
(858) 539-9109  
[Jennifer.Turner@wildlife.ca.gov](mailto:Jennifer.Turner@wildlife.ca.gov)

**XIII. Compliance with the California Environmental Quality Act:**

CDFW's issuance of this ITP is subject to CEQA. CDFW is a responsible agency pursuant to CEQA with respect to this ITP because of prior environmental review of the Project by the lead agency, Irvine Ranch Water District. (See generally Pub. Resources Code, §§ 21067, 21069.) The lead agency's prior environmental review of the Project is set forth in the Final Environmental Impact Report for the Syphon Reservoir Improvement Project (SCH No.: 2019080009; EIR), that was certified by the Irvine Ranch Water District on July 27, 2021, Addendum No. 2 to the Syphon Reservoir Improvement Project Final Environmental Impact Report (SCH No.: 2019080009; Addendum 2), dated May 2025, and Addendum No. 3 to the Syphon Reservoir Improvement Project Final Environmental Impact Report (SCH No.: 2019080009; Addendum 3), dated October 2025. At the time the Lead Agency certified the EIR, approved the Addendums, and approved the Project, it also adopted various mitigation measures for the Covered Species as conditions of Project approval.

This ITP, along with CDFW's related CEQA findings, which are available as a separate document, provide evidence of CDFW's consideration of the lead agency's EIR and Addendums for the Project and the environmental effects related to issuance of this ITP (CEQA Guidelines, § 15096, subd. (f)). CDFW finds that issuance of this ITP will not result in any previously undisclosed potentially significant effects on the environment or a substantial increase in the severity of any potentially significant environmental effects previously disclosed by the lead agency. Furthermore, to the extent the potential for such effects exists, CDFW finds adherence to and implementation of the Conditions of Project Approval adopted by the lead agency, and that adherence to and implementation of the Conditions of Approval imposed by CDFW through the issuance of this ITP, will avoid or reduce to below a level of significance any such potential effects. CDFW consequently finds that issuance of this ITP will not result in any significant, adverse impacts on the environment.

**XIV. Findings Pursuant to CESA:**

These findings are intended to document CDFW's compliance with the specific findings requirements set forth in CESA and related regulations. (Fish & G. Code § 2081, subs. (b)-(c); Cal. Code Regs., tit. 14, §§ 783.4, subds. (a)-(b), 783.5, subd. (c)(2).)

CDFW finds based on substantial evidence in the ITP application, the Syphon Reservoir Improvement

Incidental Take Permit  
No. 2081-2025-033-05  
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SYPHON RESERVOIR IMPROVEMENT PROJECT

Project Final Environmental Impact Report, Addendum No. 2, and Addendum No. 3 to the Syphon Reservoir Improvement Project Final Environmental Impact Report, the results of site visits and consultations, and the administrative record of proceedings, that issuance of this ITP complies and is consistent with the criteria governing the issuance of ITPs pursuant to CESA:

- (1) Take of Covered Species as defined in this ITP will be incidental to the otherwise lawful activities covered under this ITP;
- (2) Impacts of the taking on Covered Species will be minimized and fully mitigated through the implementation of measures required by this ITP and as described in the MMRP. Measures include: (1) permanent habitat protection; (2) establishment of avoidance zones; (3) worker education; and (4) Monthly Compliance Reports. CDFW evaluated factors including an assessment of the importance of the habitat in the Project Area, the extent to which the Covered Activities will impact the habitat, and CDFW's estimate of the acreage required to provide for adequate compensation. Based on this evaluation, CDFW determined that the protection and management in perpetuity of **99.83 acres** of compensatory habitat that is contiguous with other protected Covered Species habitat and/or is of higher quality than the habitat being destroyed by the Project, along with the minimization, monitoring, reporting, and funding requirements of this ITP minimizes and fully mitigates the impacts of the taking caused by the Project;
- (3) The take avoidance and mitigation measures required pursuant to the conditions of this ITP and its attachments are roughly proportional in extent to the impacts of the taking authorized by this ITP;
- (4) The measures required by this ITP maintain Permittee's objectives to the greatest extent possible;
- (5) All required measures are capable of successful implementation;
- (6) This ITP is consistent with any regulations adopted pursuant to Fish and Game Code sections 2112 and 2114;
- (7) Permittee has ensured adequate funding to implement the measures required by this ITP as well as for monitoring compliance with, and the effectiveness of, those measures for the Project; and
- (8) Issuance of this ITP will not jeopardize the continued existence of the Covered Species based on the best scientific and other information reasonably available, and this finding includes consideration of the species' capability to survive and reproduce, and any adverse impacts of the taking on those abilities in light of (1) known population trends; (2) known threats to the species; and (3) reasonably foreseeable impacts on the species from other related projects and activities. Moreover, CDFW's finding is based, in part, on CDFW's express authority to

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amend the terms and conditions of this ITP without concurrence of the Permittee as necessary to avoid jeopardy and as required by law.

**XV. Attachments:**

FIGURE 1	Regional Map of Project Area
FIGURE 2	Detailed Map of Project Site
FIGURE 3	Map of Off-Site Mitigation Site, Relative to Project Site
FIGURE 4	Impacts to Natural Communities
FIGURE 5	Project Impacts by Type
FIGURE 6	Irvine Lake North Floral Resource Inventory
ATTACHMENT 1	Mitigation Monitoring and Reporting Program
ATTACHMENT 2	Biologist Resume Form
ATTACHMENT 3	Letter of Credit Form

**ISSUED BY THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE ON 12/15/2025**

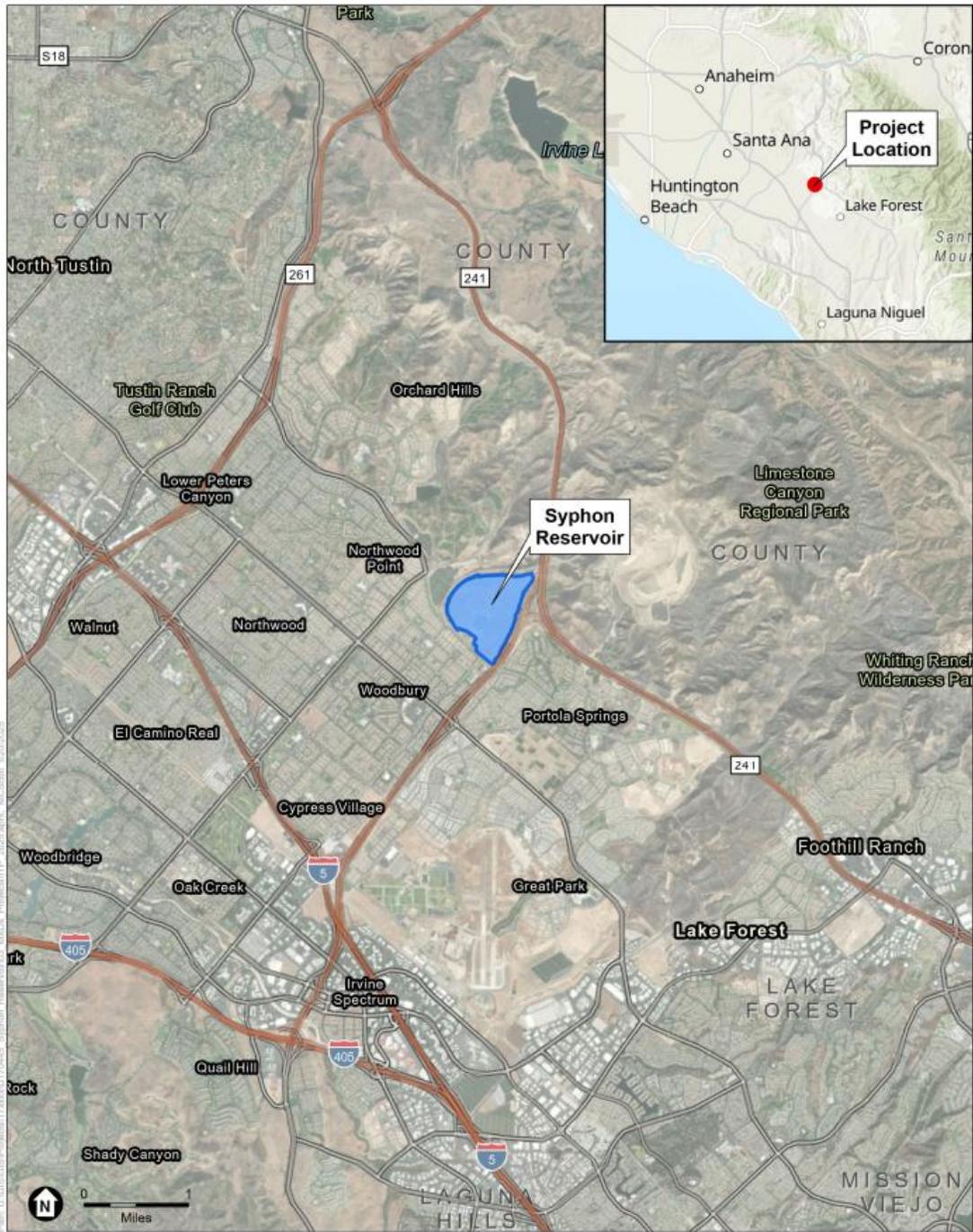
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Erinn Wilson-Olgin, Regional Manager

South Coast Region 5

Incidental Take Permit  
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**IRVINE RANCH WATER DISTRICT**  
**SYPHON RESERVOIR IMPROVEMENT PROJECT**



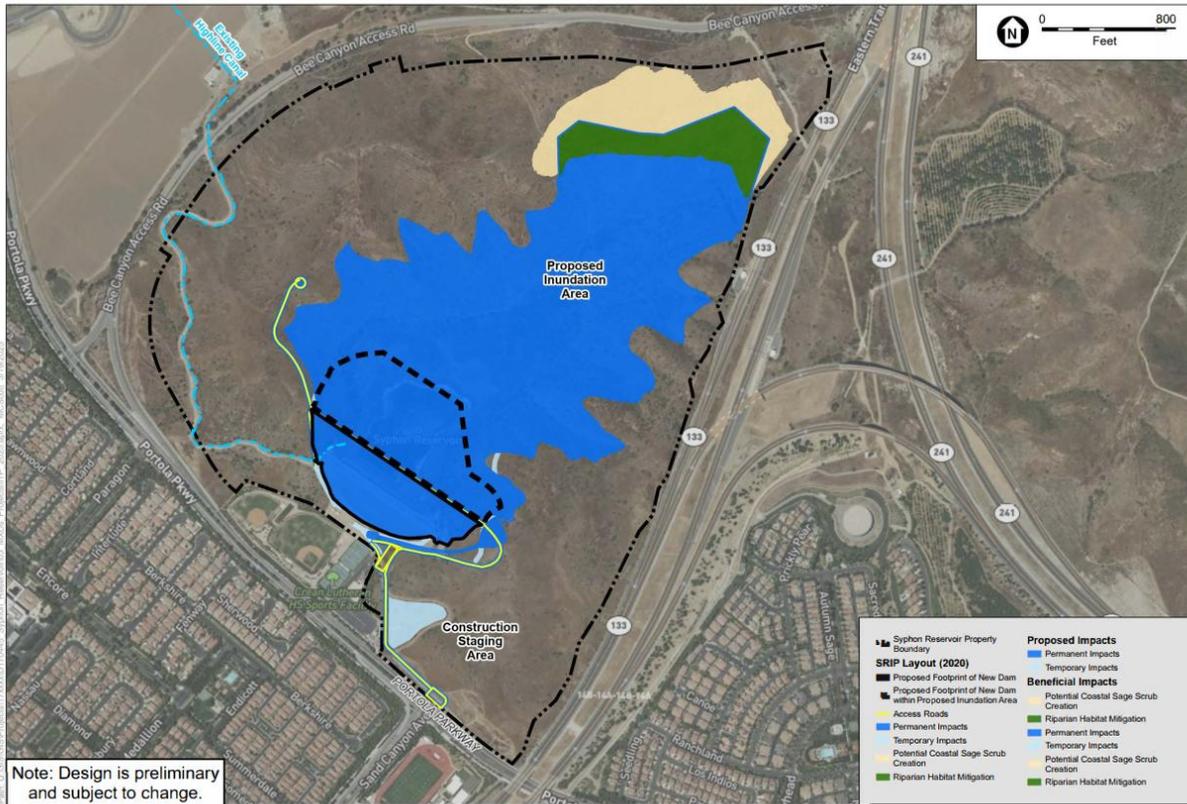
SOURCE: ESRI, 2025; OC LAFCO, 2018

IRWD Syphon Reservoir ITP

**Figure 1**  
Regional Map



Figure 1. Regional Map of Project Area



**Figure 4**  
Syphon Reservoir Improvement Project



Figure 2. Detailed Map of Project Site

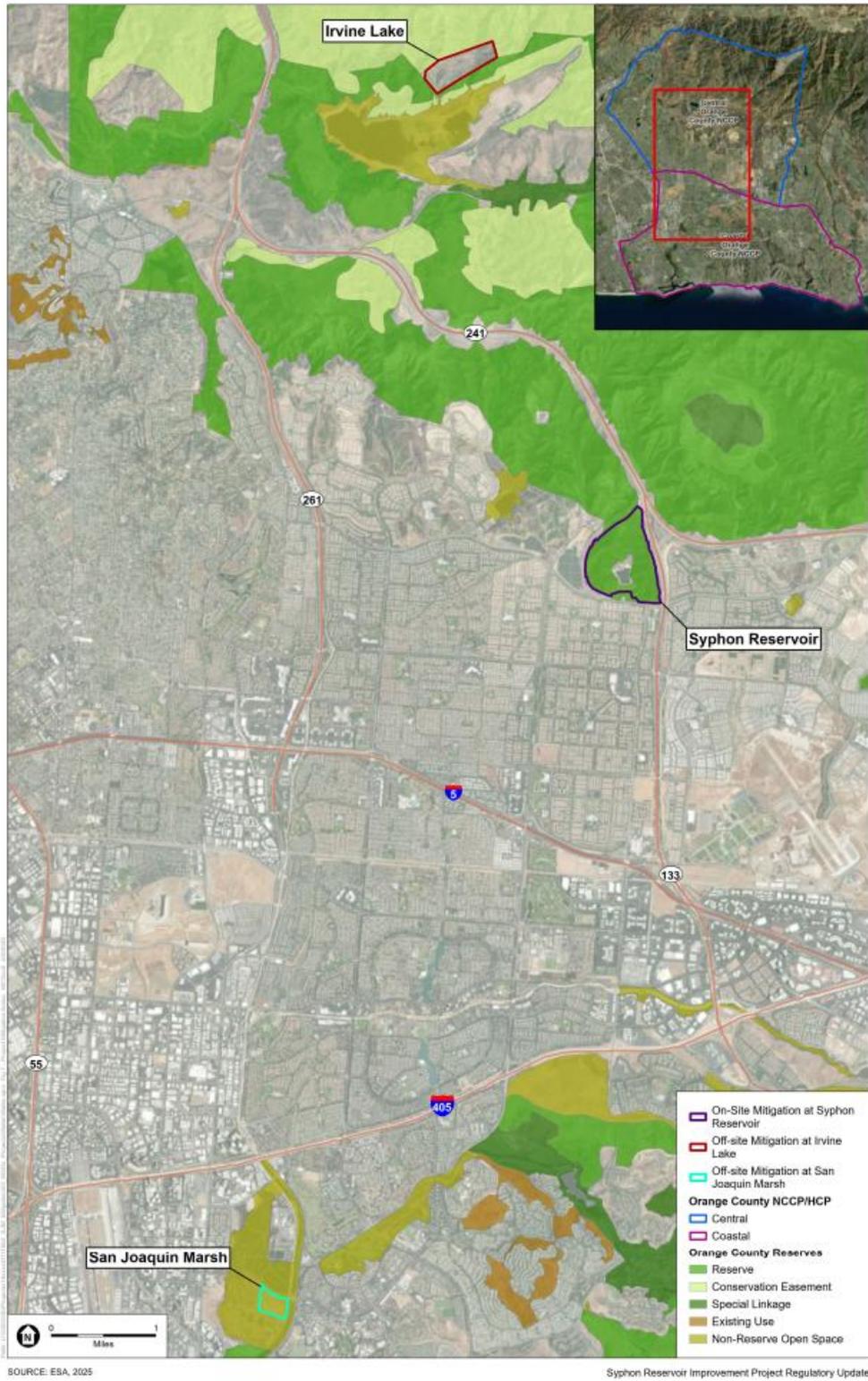
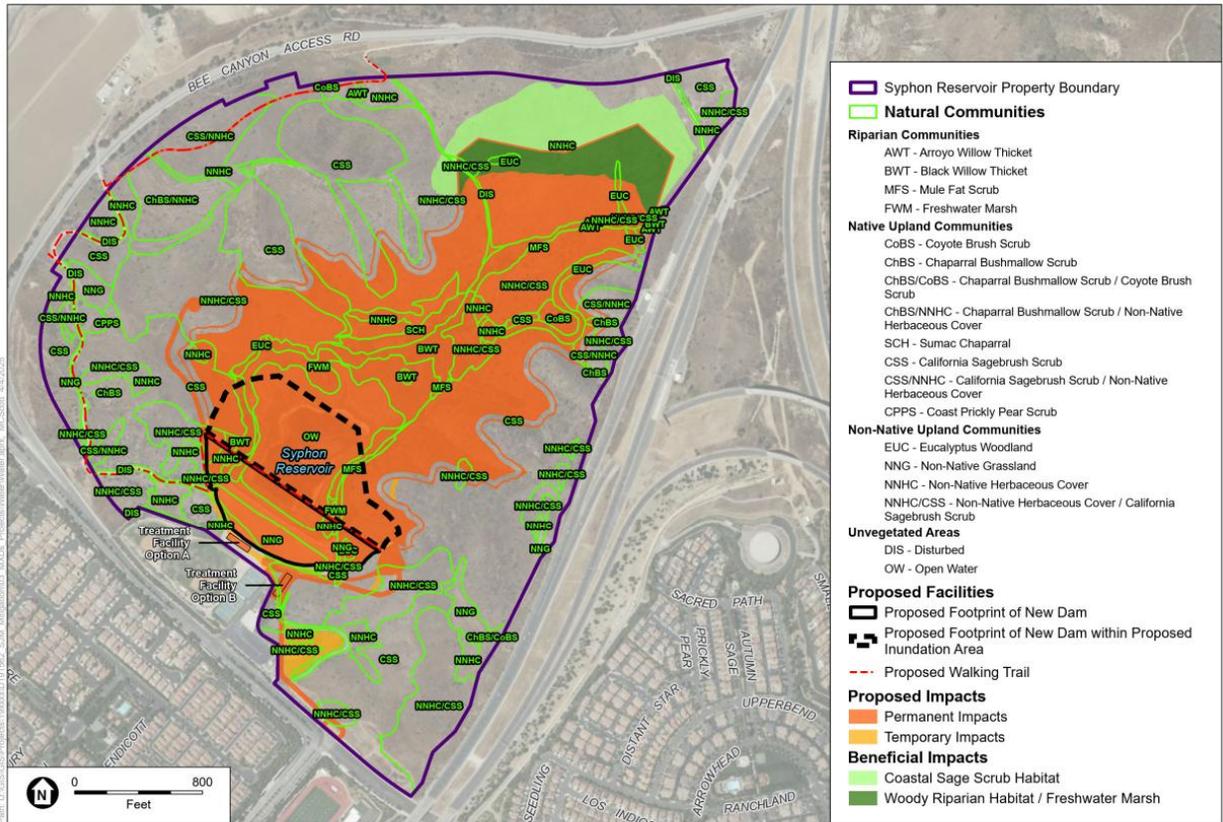


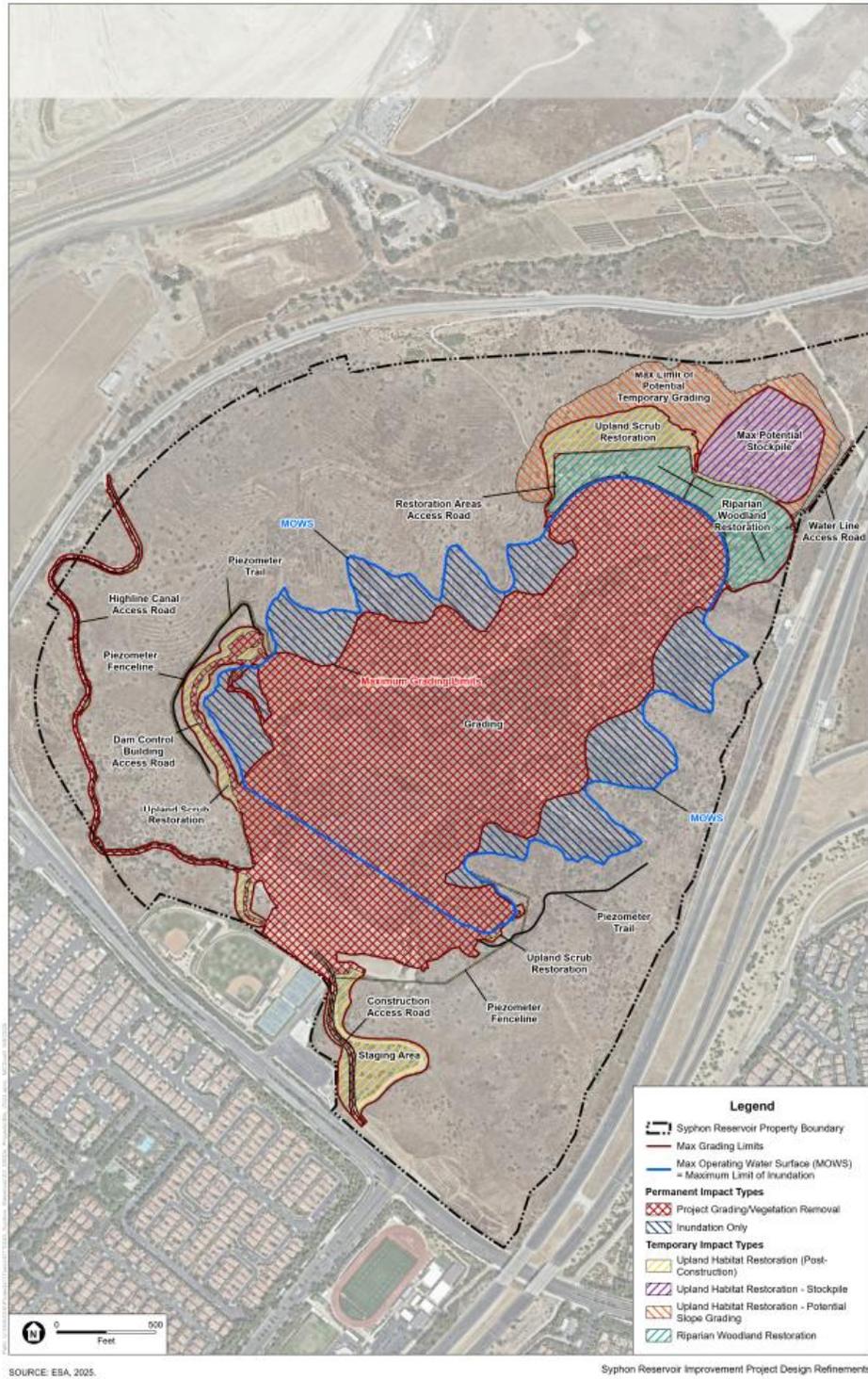
Figure 3. Map of Off-Site Mitigation Site, Relative to Project Site



SOURCE: ESRI, 2025

Syphon Reservoir Improvement Project Regulatory Update

Figure 4. Impacts to Natural Communities



**Figure 3**  
Project Impacts by Type

Figure 5. Project Impacts by Type





Family Name	Latin Name	Common Name	Habit <sup>a</sup>	Duration <sup>b</sup>	Flower Color <sup>c</sup>	Bloom Period <sup>d</sup>											
						Dec.	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.
Cucurbitaceae	<i>Marah macrocarpa</i>	chilicothe	V	P	W												
Euphorbiaceae	<i>Euphorbia albomarginata</i>	rattlesnake sandmat	H	P	W												
Fabaceae	<i>Acemison glaber</i> var. <i>glaber</i>	deerweed	SS	P	Y												
Fabaceae	<i>Lathyrus vestitus</i> var. <i>vestitus</i>	hillside pea	H	P	L – Pu												
Fabaceae	<i>Medicago polymorpha</i>	California burclover	H	A	Y												
Fabaceae	<i>Parkinsonia aculeata</i>	Mexican palo verde	T	P	Y												
Geraniaceae	<i>Erodium cicutarium</i>	redstem filaree	H	A	P – Pu												
Hydrophyllaceae	<i>Phacelia ramosissima</i>	branching phacelia	H	P	W/B/L												
Hydrophyllaceae	<i>Phacelia parryi</i>	Parry's phacelia	H	A	Pu												
Iridaceae	<i>Sisyrinchium bellum</i>	blue-eyed grass	H	P	B/Pu/VW												
Lamiaceae	<i>Salvia apiana</i>	White sage	S	P	W												
Lamiaceae	<i>Salvia mellifera</i>	black sage	S	P	W/B/L												
Liliaceae	<i>Calochortus catalinae</i>	Catalina mariposa lily	H	P	W – Pu												
Malvaceae	<i>Malacothamnus fasciculatus</i> var. <i>laxiflorus</i>	splendid bushmallow	S	P	P												
Myrtaceae	<i>Eucalyptus camaldulensis</i>	red gum	T	P	W												
Nyctaginaceae	<i>Mirabilis laevis</i> var. <i>crassifolia</i>	wishbone bush	S	P	P – Pu/R												
Onagraceae	<i>Clarkia botata</i>	punch bowl godetia	H	A	L – P												
Orobanchaceae	<i>Castilleja exserta</i> ssp. <i>exserta</i>	purple owls' clover	H	A	W, Y, P – Pu												
Orobanchaceae	<i>Castilleja foliolosa</i>	woolly paintbrush	H/SS	P	O-R												
Papaveraceae	<i>Eschscholzia californica</i>	California poppy	H	A/P	O or Y												
Phrymaceae	<i>Diplacus auranticus</i>	orange bush monkeyflower	S	P	Y-O												
Plantaginaceae	<i>Plantago erecta</i>	California plantain	H	A	Op												
Plantaginaceae	<i>Antirrhinum coulterianum</i>	Coulter's snapdragon	H	A	W												
Polygonaceae	<i>Eriogonum fasciculatum</i> var. <i>foliosum</i>	California buckwheat	S	P	W												
Rosaceae	<i>Adenostoma fasciculatum</i> var. <i>fasciculatum</i>	chamise	S	P	W												
Rosaceae	<i>Heteromeles arbutifolia</i>	toyon	T	P	W												

Family Name	Latin Name	Common Name	Habit <sup>a</sup>	Duration <sup>b</sup>	Flower Color <sup>c</sup>	Bloom Period <sup>d</sup>											
						Dec.	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.
Rubiaceae	<i>Galium angustifolium</i> ssp. <i>angustifolium</i>	narrow-leaved bedstraw	H	P	R – Y												
Rubiaceae	<i>Galium aparine</i>	goose grass	H	A	W												
Solanaceae	<i>Solanum umbelliferum</i> var. <i>umbelliferum</i>	blue witch nightshade	SS	P	L – B/Pu												
Viburnaceae	<i>Sambucus mexicana</i>	blue elderberry	T	P	W-B												

SOURCE: Blooming species observed on ILN property as noted during the April 2, 2025 site visit. Floral information is noted as identified within the Jepson Flora Project (eds.) 2025. *Jepson eFlora*, <https://ucjeps.berkeley.edu/eflora/> [accessed on April 18, 2025].

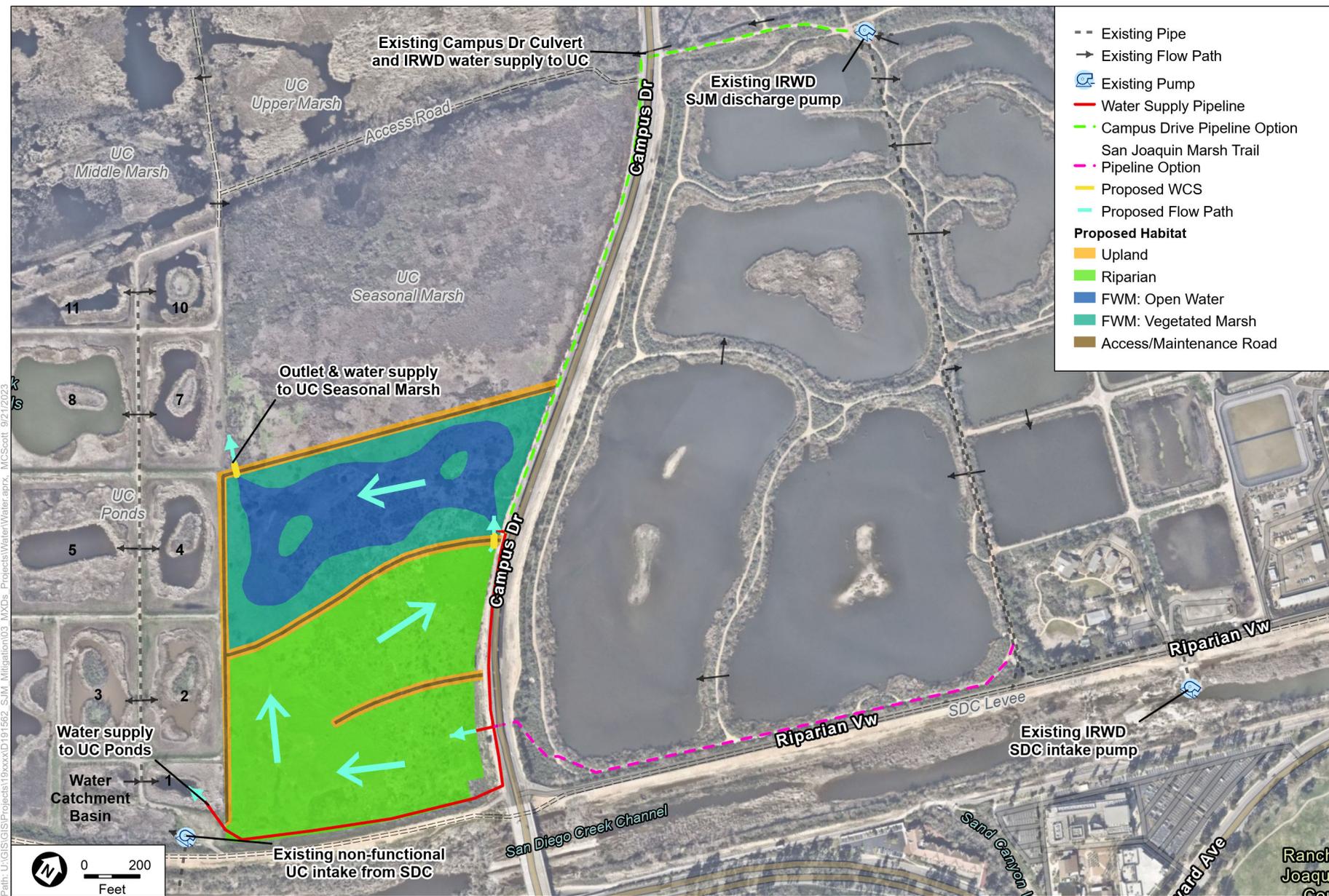
NOTES: Common names, habits, flower colors and bloom period as noted within the Jepson eFlora

- Habit: Tree (T), Shrub (S), Subshrub (SS), Vine (V), Herbaceous (H)
- Duration: Annual (A), Perennial (P)
- Flower Color: White (W), Red (R), Yellow (Yellow), Violet (V), Lavender (L), Pink (P), Purple (Pu), Blue (B), Orange (O), Opaque (Op), - represents a range between the two colors.
- Bloom Period: Suitable bloom period for floral resources identified as February through November.

Figure 6. Irvine Lake North Floral Resource Inventory

Note: This page is intentionally left blank.

Exhibit "C"



SOURCE: ESA, 2023; Mapbox, 2023; IRWDNAIP

Note: FWM=Freshwater Marsh, SDC=San Diego Creek, WCS=Water Control Structure

Syphon Reservoir Improvement Project EIR Addendum

**Figure 2**  
Proposed SRIP Mitigation Project

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# **SYPHON RESERVOIR IMPROVEMENT PROJECT**

**Environmental Permits and Budget for Off-Site Mitigation Area**

**Engineering and Operations Committee  
March 4, 2026**



 Irvine Ranch Water District

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## **AGENDA**

1. Syphon Reservoir Improvement Project Overview
2. Lake and Streambed Alteration Agreement (LSAA)
  - a. Compensatory Mitigation
  - b. On-Site Mitigation Area
  - c. Off-Site Mitigation Area
  - d. Security and Funding
3. Incidental Take Permit (ITP)
4. NCCP Minor Amendment for Boundary Adjustment
5. Recommendation

 Irvine Ranch Water District

2

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# SYPHON RESERVOIR IMPROVEMENTS PROJECT OVERVIEW

Access Road Improvements - Complete ✓

Syphon Dam

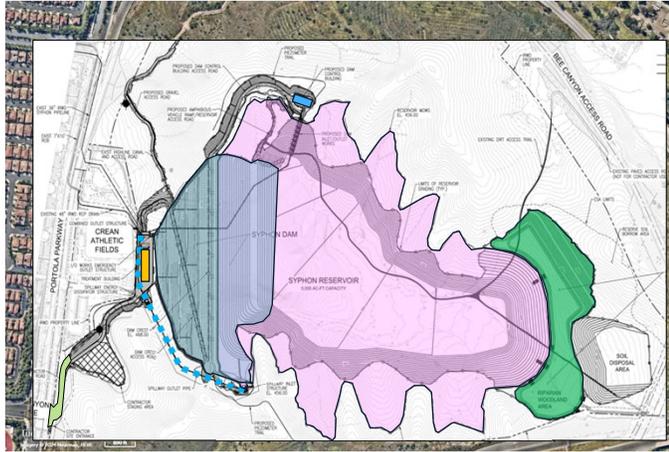
Reservoir Max Water Level

Treatment Building

Dam Control Building

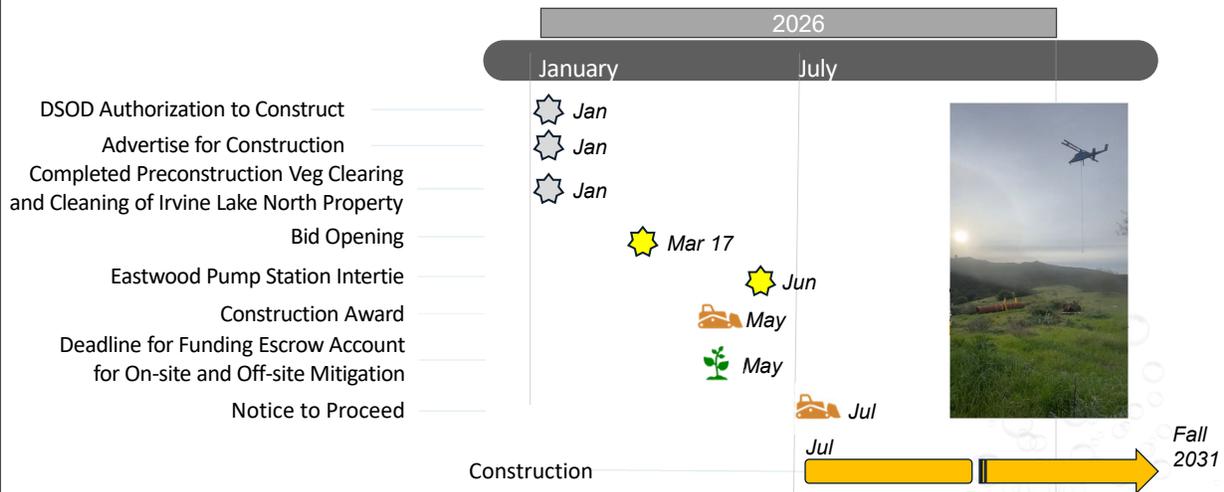
Riparian Wetland and Woodland Area

Spillway Pipeline



3

# SYPHON RESERVOIR IMPROVEMENTS - SCHEDULE



4

## LAKE AND STREAMBED ALTERATION AGREEMENT

- A Lake and Streambed Alteration Agreement (LSAA) is required for construction of the Syphon Reservoir Improvement Project
- Requisite mitigation is based on impacts to aquatic resources

Habitat	Baseline Impacts	Mitigation (On-Site)		Mitigation (Off-Site)	
		Mitigation Ratio	Acreage Credited	Mitigation Ratio	Acreage Credited
Woody Riparian	6.2 acres	2:1	6.0 acres	> 4:1	13.24 acres
Tule Marsh	5.33 acres			> 2:1	12.08 acres
<b>TOTAL</b>	<b>11.53 acres</b>		<b>6.0 acres</b>		<b>25.32 acres</b>



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## COMPENSATORY MITIGATION REQUIREMENTS

- Conserve and manage on-site and off-site mitigation areas in perpetuity.
- Grant deed amendments for on-site and off-site properties:
  - Add CDFW as a third-party beneficiary;
  - Require long-term maintenance to be funded through the District's annual adopted Operating Budget; and
  - If IRWD no longer owns the property, conservation easements would need to be recorded on the properties.

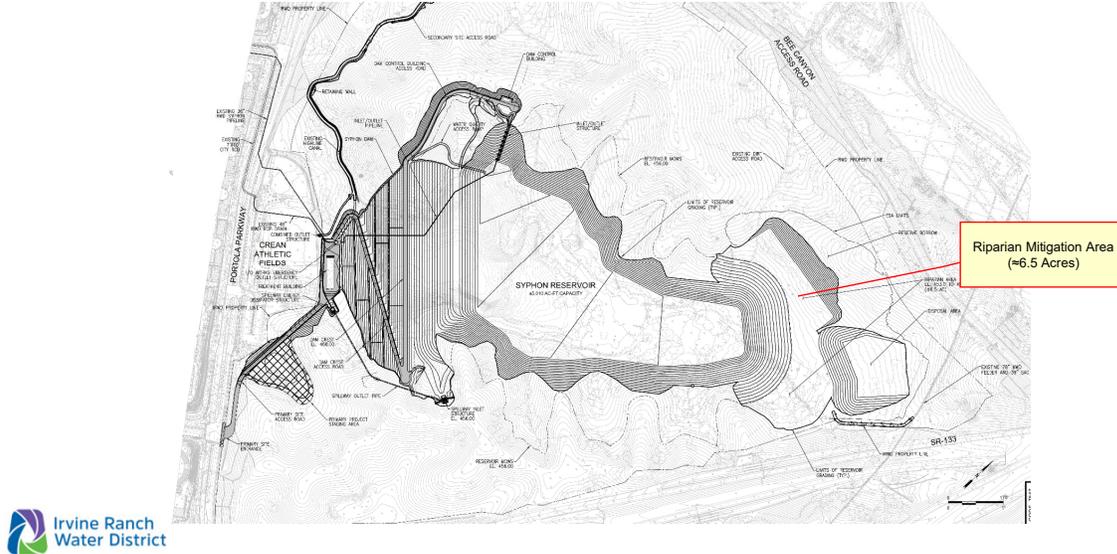


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## ON-SITE MITIGATION AREA

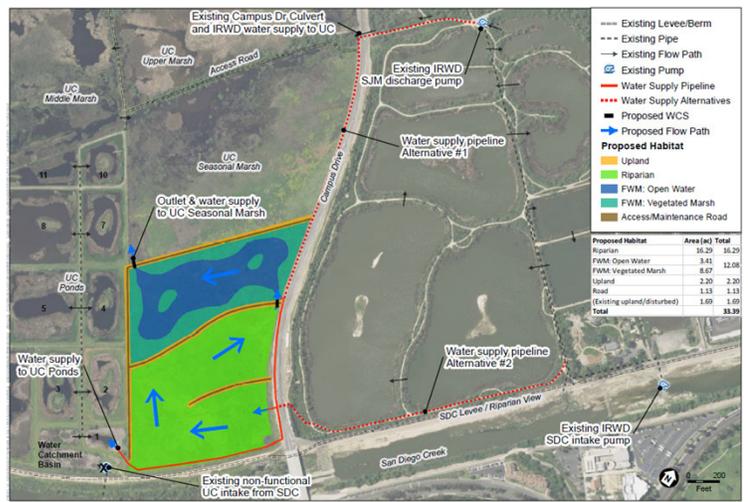
- Create and sustain > 6.0 acres of native woody riparian vegetation



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## OFF-SITE MITIGATION AREA

- Establish open water, freshwater marsh, and woody riparian habitat;
- Utilize 33.4 acres of IRWD's property south of Campus Drive;
- Coordinating with UCI;
- Entire 33.4 acres would serve to fulfill mitigation - no future mitigation credits; and
- Addition of Project 13159 to the Capital Budget in the amount of \$20 million.



SOURCE: IRWD, ESA, NHP  
 Note: FWM=Freshwater Marsh, SDC=San Diego Creek, WCS=Water Control Structure  
 San Joaquin Marsh Wetland Mitigation Concept Design and Feasibility Study - D202100682.00

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## SECURITY AND FUNDING

- Escrow accounts for each mitigation area
- Required 60 days before initiating Project activities
- Equivalent to amounts required to successfully establish each mitigation area:
  - On-Site Mitigation Area: \$10 million
  - Off-Site Mitigation Area: \$20 million
- Escrow accounts to be drawn down as mitigation area establishment tasks are completed (e.g., design, site prep, earthwork, vegetation)



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## INCIDENTAL TAKE PERMIT

- Issued in December 2025 by CDFW for potential impacts to Crotch's bumble bee
  - A candidate species under the California Endangered Species Act
- Irvine Lake North will provide full compensatory mitigation
  - No future credits
  - Also mitigates for Project impacts to upland habitat
- Requires a Conservation Easement (CE) be placed on the property
  - CE holder and Land Manager must be separate entities
  - Proposed CE holder: Southwest Resource Management Association (SRMA)
  - Proposed Land Manager: the Irvine Ranch Conservancy
- Requires IRWD to fund an endowment for preservation and long-term management
  - Estimated to not exceed \$2 million



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## NCCP MINOR AMENDMENT – BOUNDARY ADJUSTMENT

- Minor Amendment to the Orange County Coastal Natural Community Conservation Plan / Habitat Conservation Plan (NCCP/HCP)
- Approximately 68.5 acres would be removed from the Reserve
- IRWD's 98.2-acre Irvine Lake North property would be added
- No net loss to the Reserve
- NCCP requirements would be added to the ITP Conservation Easement

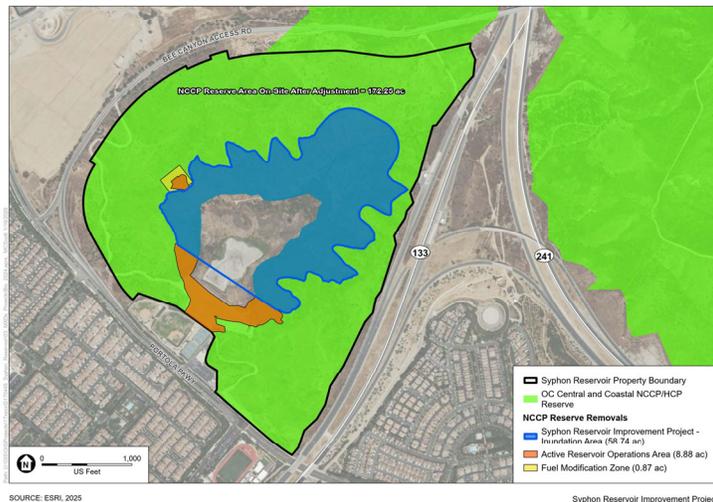


Figure 3  
NCCP/HCP Reserve Boundary Adjustments

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## RECOMMENDATION

That the Board authorize:

- Execution of the Lake and Streambed Alteration Agreement between the California Department of Fish and Wildlife and IRWD;
- Execution of the grant deed amendments and escrow funding agreements in amounts not to exceed a total of \$30 million with the California Department of Fish and Wildlife for establishment of the On-Site and Off-Site Mitigation Areas required by the Lake and Streambed Alteration Agreement;
- Execution of a Conservation Easement and associated agreements required by the Incidental Take Permit, including establishment of an endowment for long-term preservation and maintenance of IRWD's Irvine Lake North property in an amount not to exceed \$2 million; and
- The addition of Project 13519 to the capital budget in the amount of \$20,000,000 for the Syphon Reservoir Off-Site Mitigation Area project.



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