

Dan Woolery,
President, Division 3

James Rickert,
Vice President, Division 5

Ronnean Lund,
Director, Division 1

Audie Butcher,
Director, Division 2

Steve McCarley,
Director, Division 4

Daniel Ruiz
General Manager

SPECIAL BOARD MEETING

Agenda

October 25, 2024, 9:30 a.m.

1887 Howard Street, Anderson (Council Chambers)

1. Call To Order

2. Flag Salute

3. Public Participation

Time set aside for members of the public that wish to address the Board regarding matters of the District within the jurisdiction of the Board. Individuals are requested to limit comments to a maximum of three minutes.

4. New Business Items

- a. Review and Consider Approving Sole Source Contract with Steve Manning Construction Inc. for Off-Season Maintenance & Capital Improvement Projects
 - i. Spring Gulch Flume to 3rd St. (Sole Source)
 - ii. Panorama (Sole Source)
- b. Review and Consider Approving Proposal for Engineering Services Supporting Off-Season Maintenance & Capital Improvement Projects

5. Adjourn

ANDERSON COTTONWOOD IRRIGATION DISTRICT
CONSTRUCTION CONTRACT

This AGREEMENT, made and entered into this ____ day of _____, _____ by and between **ANDERSON COTTONWOOD IRRIGATION DISTRICT**, hereinafter referred to as the "DISTRICT", whose address is 2810 Silver Street, Anderson, CA 96007, and **Steve Manning Construction Inc.**, _____, hereinafter referred to as the "CONTRACTOR", whose address is **CONTRACTOR's address**, for the **SPRING GULCH & PANORAMA CANAL EMBANKMENT IMPROVEMENT PROJECT**.

The terms of the Contract are as follows:

I. PROJECT DESCRIPTION AND SCOPE

Project description in accordance with the Contract Documents, and Specifications attached hereto and specifically identified in Section 5 of this agreement.

II. CONTRACT SUM & PAYMENT

DISTRICT agrees to pay the CONTRACTOR **price in words** (\$ **price in numbers**) for the work described. Said cost shall not be exceeded without the prior, written, permission of the District.

Payment will be made in the following manner:

A. Payment Schedule

DISTRICT will pay CONTRACTOR the contract amount identified above through bi-weekly installments. CONTRACTOR will invoice DISTRICT on a bi-weekly basis for time and materials. Upon receipt of the invoice from CONTRACTOR, DISTRICT will pay all undisputed portions of the invoice. All disputed portions of the invoice shall be resolved to the Dispute Resolution Procedures of the Public Contract Code Section 20104, et seq. in accordance with Section VII, F, "Resolution of Construction Claims."

The contract and change orders are over \$5,000, the contract will be subject to a 5% retention on all contract payments. Retention amounts will be paid after 35 days of filing Notice of Completion. In lieu of retention, Contractor may post security in conformance with Section 22300 of the Public Contracts Code.

Although CONTRACTOR will invoice DISTRICT on a time and materials basis, CONTRACTOR is obligated to complete the entire Project, for the agreed-on Contract sum and payment amount, and in accordance with the Project description, specifications, scope of work, and any applicable quality, performance, and workmanship standards.

CONTRACTOR will not be entitled to additional compensation, absent an approved Change Order, in the event that CONTRACTOR's time and material costs exceed the Contract Sum and Payment Amount.

B. Required Documentation for Payment

Invoices will be processed for payment upon submission by CONTRACTOR to DISTRICT. Payments of undisputed amounts will occur no greater than thirty (30) calendar days after

submission of the invoice to DISTRICT. Final payments for any retainage for work shall occur no less than thirty-five (35) days after filing of Notice of Completion. If claims for payment by laborers and material suppliers have been received, DISTRICT may require submittal of stop notice/preliminary notice releases by CONTRACTOR, for claims on forms provided for that purpose by DISTRICT. If required, releases must release for all work performed and materials supplied through and including CONTRACTOR's invoice date. Failure to provide complete and accurate releases on a timely basis may result in payment delays.

C. Joint Checks

All payments may, at DISTRICT's option, be made by check made payable jointly to CONTRACTOR and any of CONTRACTOR's subcontractors, suppliers who performed work or furnished materials for CONTRACTOR's performance of this Agreement.

D. Payment Not Acceptance

Any progress payment made prior to completion and acceptance of CONTRACTOR's work shall not be construed as evidence of acceptance or acknowledgment of completion of any part of CONTRACTOR's work.

Payment may be withheld if:

1. Defective Work

Work is found defective and not remedied;

2. Payment for Labor, Materials & Equipment

CONTRACTOR does not make prompt and proper payment for labor, materials or equipment furnished;

3. Claims or Liens for Payment of Subcontractors, Laborers, and Suppliers

Claims, liens, or stop notices, including preliminary notices, are filed on the job. In lieu of withholding of payment by the DISTRICT, CONTRACTOR may elect to file a bond guaranteeing payment of such obligations in a form acceptable to the DISTRICT.

III. NOTICE AND CERTIFICATE OF COMPLETION

When CONTRACTOR has completed the work, CONTRACTOR shall notify the DISTRICT. Within five (5) working days after receipt of this notice, the DISTRICT shall inspect the work, and if the work is satisfactory and completed according to the contract documents, the DISTRICT Official shall issue to CONTRACTOR written verification that the DISTRICT has accepted the work as fully performed under the terms of the contract. DISTRICT will then, within five working days of issuance of the certificate that the work is complete, issue and record a Notice of Completion.

IV. SCHEDULE OF WORK

A. Time

Time is of the essence of this Contract.

B. Starting and Completion Dates

CONTRACTOR agrees to commence work within two (2) calendar days after receiving written notice to do so from DISTRICT. CONTRACTOR agrees to give DISTRICT 24-hours notice before starting work. CONTRACTOR will work at all times with the greatest dispatch and to complete the entire work under this agreement within 150 calendar days, and by no later than April 5, 2025.

C. Work Scheduling and Changes

DISTRICT shall provide CONTRACTOR with scheduling information and a schedule for performance by CONTRACTOR of CONTRACTOR's work. CONTRACTOR shall conform to the progress schedule and all revisions or changes made thereto. CONTRACTOR shall prosecute CONTRACTOR's work in a prompt and diligent manner in accordance with DISTRICT's progress schedule without delaying or hindering the work of other contractors or subcontractors and in a manner that will facilitate the efficient completion of the entire work.

D. DISTRICT Controls Scheduling

DISTRICT shall have the right to decide the time and order in which various portions of the work shall be performed and the relative priority of the work of CONTRACTOR and other contractors and subcontractors and, in general, all other matters pertaining to the timely and orderly conduct of the work on the premises.

E. No Compensation for Delay

Should CONTRACTOR be delayed in the prosecution or completion of the work by the act, neglect or default of DISTRICT, or should CONTRACTOR be delayed waiting for materials, if required by this Agreement to be furnished by DISTRICT or others, or if CONTRACTOR is delayed by damage caused by fire or other casualty, which is not caused by or resulting from fault or collusion on the part of CONTRACTOR, then CONTRACTOR may be entitled to an allowance or extension, or both. However, no allowance or extension shall be authorized for CONTRACTOR unless a claim is presented in writing to DISTRICT within five days of the commencement of the circumstances causing such delay.

It is anticipated and foreseen that winter weather conditions will occur and that the winter weather conditions will delay CONTRACTOR's progress and completion of the work and will add costs to completion of the work. CONTRACTOR understands and agrees that CONTRACTOR will not be entitled to additional compensation, change order approval, overtime authorization, or relief from deadline and scheduling requirements under the CONTRACT if such winter weather conditions render CONTRACTOR's completion of the work more expensive, challenging, and/or time-consuming.

F. Failure to Maintain Schedule

In the event CONTRACTOR fails to maintain part of the progress schedule, CONTRACTOR shall, without additional compensation, accelerate the work as DISTRICT may direct until CONTRACTOR's work is in accordance with such schedule.

V. CONTRACT DOCUMENTS

The contract documents upon which this contract is based are as follows:

- A. This Contract.
- B. The Plans and Specifications attached hereto and identified as follows: Exhibit A.
- C. Written interpretations of the contract documents and directives to be made from time to time by the DISTRICT.
- D. Work Change Orders issued or to be issued and authorized approved by the DISTRICT's Engineering Manager, General Manager, or Board of Directors.

CONTRACTOR, by executing this Contract, represents that CONTRACTOR has inspected and is familiar with the work site and the local conditions under which the work is to be performed. CONTRACTOR further represents that CONTRACTOR has read and understands each contract document.

VI. CONTRACTOR - DUTIES AND RIGHTS

CONTRACTOR's duties and rights in connection with this project include the following:

A. Responsibility for and Supervision of Construction

CONTRACTOR shall be solely responsible for all construction under this contract, including the technique, sequences, procedures, and means, and for coordination of all work. CONTRACTOR shall supervise and direct the work to the best of CONTRACTOR's ability, and give all attention necessary for such proper supervision and direction.

B. Furnishing of Labor and Materials

CONTRACTOR shall provide and pay for all labor, materials, equipment (including tools, construction equipment and machinery), utilities, transportation, and all other facilities and services necessary for the proper completion of the work on the project in accordance with the contract documents. No subcontractors will be used in the performance of the work without the prior approval of the DISTRICT.

C. Payment of Taxes, Procurement of License and Permits

CONTRACTOR shall pay all taxes required by law in connection with the work on the project in accordance with this Contract, including sales, use, and similar taxes and shall secure all licenses and permits necessary for proper completion of the work, and paying the fees therefor.

D. Compliance with Construction Laws and Regulations

CONTRACTOR shall comply with all laws and ordinances, and the rules, regulations or orders of all public authorities relating to the performance of the work. If any of the contract documents are at variance with each other, CONTRACTOR shall notify the DISTRICT ENGINEER promptly upon discovery of any such variance.

E. Responsibility for Negligence of Employees and Subcontractors

CONTRACTOR agrees to assume full responsibility for the acts, negligence, or omissions of all of CONTRACTOR's employees on the project, for those of the CONTRACTOR's subcontractors and subcontractors' employees, and for those of any other persons doing work for the CONTRACTOR.

F. Warranty of Equipment and Materials

CONTRACTOR represents and warrants to the DISTRICT that the work and any and all equipment, materials, and supplies incorporated into the work will be new unless otherwise specified in the contract documents, of good quality, free of defects, and in conformity with the contract documents. It is agreed that all equipment and materials not meeting the requirements of this Paragraph will be considered defective.

G. Cleanup

CONTRACTOR agrees to keep the work premises and adjacent areas, including roads, free of waste material and rubbish caused by the work including that of CONTRACTOR's subcontractors. CONTRACTOR further agrees to remove all such waste material and rubbish on termination of the project, together with all of CONTRACTOR's tools, equipment, machinery and surplus materials. CONTRACTOR agrees, on terminating the work at the site, to conduct general cleanup operations.

H. Indemnity and Defense

CONTRACTOR shall indemnify, defend, and hold DISTRICT, its directors, officers, consultants, agents and representatives harmless against claims, liability, or loss for injury or death to person, destruction or damage to or loss of use or diminution in value of property, injury to the environment, economic loss, or fines or penalties, and for associated legal costs, fees, and expenses including attorney and consultant fees, arising out of or relating to CONTRACTOR's services (Claims). This duty to indemnify shall not extend to Claims to the extent caused by the willful misconduct or active negligence of District. In such case, the obligation to indemnify shall be reduced proportionately by the percentage to which District's willful misconduct or active negligence caused, or contributed to the cause of, the Claim. This duty to indemnify shall extend to Claims by any employee of CONTRACTOR or its subcontractors or suppliers.

In addition, to and separate from its duty to indemnify, CONTRACTOR shall defend DISTRICT, DISTRICT's directors, officers, consultants, agents and representatives against suits, actions, or proceedings founded upon Claims. This duty to defend arises upon the commencement of the suit, action, or proceeding founded upon Claims and exists irrespective of any obligation of CONTRACTOR to indemnify.

CONTRACTOR's duties to indemnify and defend are not limited in scope or amount to insurance required by this Agreement. CONTRACTOR's duties to indemnify and defend shall survive the completion of the CONTRACTOR's work.

I. Safety Precautions and Programs

CONTRACTOR has the duty of providing for and overseeing all safety orders, precautions, and programs necessary to the reasonable safety of the work. In this connection, CONTRACTOR shall take reasonable precautions for the safety of all employees on the work and all other persons that the work might affect, all work and materials incorporated in the project, and all property improvements on the construction site and adjacent to the site, and comply with all applicable laws, ordinances, rules, regulations, and orders.

J. Civil Rights and Discrimination

During the performance of this Contract, CONTRACTOR assures DISTRICT that

CONTRACTOR will not unlawfully discriminate, with respect to employment, based on race, color, national origin, sex, age, handicap, marital status, medical condition, or upon any other basis prohibited by State and federal law.

K. Workers' Compensation Insurance

CONTRACTOR shall take out and maintain during the life of this Contract, Workers' Compensation Insurance for all employees at the site of the project in accordance with Labor Code §1860. By executing this contract, CONTRACTOR certifies pursuant to Labor Code §1861 that:

"CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

If any subcontractors are used, CONTRACTOR shall require each subcontractor to provide Workers' Compensation Insurance for all of the subcontractor's employees.

L. Hazardous Waste

CONTRACTOR shall immediately notify DISTRICT in writing of any materials found to exist on or near the job site which may be hazardous waste. DISTRICT shall promptly investigate any written notice of hazardous or potentially hazardous materials or waste.

M. Independent Jobsite Investigation by CONTRACTOR

CONTRACTOR has made an independent investigation of the job site, the soil conditions under the job site, and all other conditions that might affect the progress of the work, and is satisfied as to those conditions. Any information that may have been furnished to CONTRACTOR by DISTRICT about underground conditions or other job conditions is for CONTRACTOR's convenience only, and DISTRICT does not warrant that the conditions are as thus indicated. CONTRACTOR is satisfied as to all job conditions, including underground conditions and has not relied on information furnished by DISTRICT.

N. Subsurface or Latent Physical Conditions

CONTRACTOR shall immediately notify DISTRICT, in writing, not more than and within days of discovery, of (1) any subsurface or latent physical conditions differing from any indicated; and (2) of any previously unknown or unusual physical conditions that differ from those ordinarily encountered. DISTRICT shall promptly investigate any written notice of subsurface or latent physical conditions from the CONTRACTOR, and if conditions materially differ, shall issue a change order if conditions cause a decrease or increase in the CONTRACTOR's cost and time of performance.

DISTRICT makes no representations as to the subsurface conditions of the work site and CONTRACTOR agrees that it has not relied on any representations of subsurface conditions in entering into this Contract with the DISTRICT.

O. Public Work

This project is "public work." CONTRACTOR and any subcontractor shall perform this work as "public work" pursuant to and in compliance with the prevailing wage laws, Labor

Code §§ 1720-1861 and 8 C.C.R. §§ 16000-16464. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

P. Payroll Records

CONTRACTOR shall keep accurate payroll records of all employees and certify these records upon request and make them available for inspection to employees, the DISTRICT, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards pursuant to Labor Code §1776. DISTRICT may inspect CONTRACTOR's payroll records to assess compliance with prevailing wage requirements.

Q. Apprentices

CONTRACTOR guarantees that CONTRACTOR has read the provisions of the California Labor Code and is familiar with the provisions in that Code dealing with apprentices. CONTRACTOR shall comply will all provisions of law relating to apprentices.

R. Wages

CONTRACTOR and any subcontractor under him shall not pay less than the prevailing rate of wages and the applicable holiday and overtime pay. The District has determined the general prevailing rates of wages for the crafts, classifications or types of workers required for the work, in the locality of the work. Said rates are accessible on the Internet at <http://www.dir.ca.gov/>, and are also available at the DISTRICT Engineer's office and may be viewed there by appointment. Questions or disputes regarding prevailing wage coverage or applicable rates may be resolved using the process described in 8 C.C.R. § 16001(a). DISTRICT may withhold from CONTRACTOR, as a penalty and not as forfeiture, a penalty of up to \$50 per day per worker for failure to pay prevailing wages, in addition to actual prevailing wages owed. CONTRACTOR must post the job site notices required by Labor Code § 1771.4(a)(2) and 8 C.C.R. § 16451(d).

S. Working Hours Restrictions

Eight (8) hours of labor is a legal day's work. The time of service of any worker is restricted to eight (8) hours during any calendar day and forty (40) hours during any calendar week, unless overtime compensation is paid at not less than one and one-half (1½) times the basic rate of pay. The CONTRACTOR shall pay a penalty of \$25.00 for each day a worker is employed in violation of these provisions.

T. Coordination with Caltrans & Other Governmental Agencies

CONTRACTOR is responsible for coordination with Caltrans, and other state, county, city or other municipal or governmental agencies, and compliance with all their applicable rules and regulations applicable to the work, including traffic control. Compliance shall be the responsibility of CONTRACTOR.

U. Insurance

The CONTRACTOR shall procure and maintain for the duration of the Contract, and for such additional period as CONTRACTOR is correcting, removing, or replacing defective work, insurance against claims for injuries or death to persons or damages to property, or

loss, damage or destruction to the work or existing facilities, which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, his/her agents, representatives, employees or subcontractors, all as specified in this section. The CONTRACTOR shall require and confirm that each sub-contractor meets the minimum insurance requirements specified herein and below.

The coverage shall be at least as broad as:

1. Insurance Services Office "occurrence" Form Number CG 0001 (Current Edition) covering Commercial General Liability.
2. Insurance Services Office Form Number CA 0001 (Current Edition) covering Auto Liability, Symbol 1 "any auto," and endorsement CA 0025 (Current Edition).
3. Worker's Compensation Insurance as required by the Labor Code of the State of California and Employer's Liability Insurance.
4. If utilized, excess insurance shall be "following form."
5. Builder's Risk Insurance shall be the "All Risk" type.

The CONTRACTOR shall maintain limits of no less than:

1. General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage, and an aggregate limit on products and completed operations.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Worker's Compensation and Employers Liability: Worker's Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident/\$3,000,000 aggregate.
4. Primary/Excess Liability: A minimum of \$2,000,000 of the foregoing limits must be satisfied through primary insurance. The balance may be satisfied by either the primary or excess insurance policies, or a combination of primary and excess insurance policies.
5. Builder's Risk: the less of one hundred percent (100%) of the value of the work performed under the Contract or \$2,000,000 of Builder's Risk insurance coverage.

Any deductibles or self-insured retentions must be declared to and approved by the DISTRICT. At the option of the DISTRICT, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the DISTRICT, its officers, officials and employees; or the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administrations and defense expenses.

The policies are to contain, or be endorsed to contain, the following:

1. Contractual coverage sufficiently broad to insure the indemnity obligations stated in the Contract Documents.
2. General Liability and Automobile Liability Coverage:
 - a. The DISTRICT, its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the DISTRICT, its officers, officials, employees or volunteers.
 - b. The CONTRACTOR's insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the DISTRICT, its officers, officials, employees, or volunteers shall be excess of CONTRACTOR's insurance, including the CONTRACTOR's excess insurance, if any, and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the DISTRICT, its officers, officials, employees, or volunteers.
 - d. The CONTRACTOR's insurance shall apply separately to each insurance against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
3. Worker's Compensation and Employers Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the DISTRICT, its officers, officials, employees, and volunteers for losses arising from work performed by the CONTRACTOR for the DISTRICT.

4. Builder's Risk Insurance Coverage

All loss, damage or destruction to the work called for in this Contract to be covered by Builder's Risk insurance including all structures, materials, equipment, or other items to be incorporated therein while the same are located at the construction site, a warehouse, or its place of manufacture. Builder's Risk insurance coverage shall be provided in an amount of at least the less of one hundred percent (100%) of the value of the work performed under the Contract or \$2,000,000.

///

5. All Coverage

Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the DISTRICT.

Insurance is to be placed with insurers admitted to transact business in California with a Bests' Rating of no less than A:VII.

The CONTRACTOR shall furnish the DISTRICT with certificate of insurance, original endorsements and a certified copy of all insurance policies effecting coverage required by this section.

The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements contained in the [Appendix] at the end of these [Specifications] may be used to satisfy this requirement. The certificates and endorsements shall be received and approved by the DISTRICT prior to the DISTRICT issuing a Notice to Proceed. No work may commence prior to approval of the certificates and endorsements.

If any of the required coverages expire during the term of this Agreement, the CONTRACTOR shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against the DISTRICT to the DISTRICT at least ten (10) days prior to the expiration date.

V. Correcting Work

When it appears to the CONTRACTOR during the course of the construction that any work does not conform to the provisions of the contract documents, CONTRACTOR shall make the necessary corrections so that the work will conform to the contract. In addition, the CONTRACTOR will correct any defects caused by faulty materials, equipment or workmanship in work supervised by the CONTRACTOR within one year of the date of issuance of the certificate of completion by the DISTRICT ENGINEER, or within a longer period of time as may be prescribed by law or as may be provided for by the applicable special guarantees of the contract documents.

W. Work Changes

Work shall be changed and the contract price and termination time shall be modified, only as set out in a written change order. Any adjustment in the contract sum or completion time, resulting in a credit or a charge to the DISTRICT shall be determined by mutual agreement of the parties, before starting the work involving the change.

X. Extra Work, Changes, Deletions

DISTRICT may, without affecting the validity of this contract, order changes, modifications, deletions, and extra work by issuance of written purchase order from time to time during the progress of the job. CONTRACTOR shall make no change in the work without the

issuance of a written change order, and CONTRACTOR shall not be entitled to compensation for any extra work performed unless the DISTRICT has issued a written change order designating in advance the amount of additional compensation to be paid for the extra work. In the event that DISTRICT orders work deleted, the contract price shall be reduced by a fair and reasonable valuation, but if the parties are unable to agree on the amount of credit to be allowed DISTRICT for work deleted from the contract, CONTRACTOR will nevertheless continue with the Project, and the amount to be credited shall be determined by arbitration. Payments for extra work will be made as the extra work progresses, concurrently with payments made under the payment schedule.

Y. Merger

This Agreement constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged and superseded by this Agreement. In entering into this Agreement, neither party has relied upon any statement representation, warranty, or agreement of the other party except for those expressly contained in this Agreement.

Z. AMENDMENT

The Parties may not amend this Agreement, except by written agreement of the parties.

VII. MISCELLANEOUS

A. STATE LICENSE BOARD

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. THIS CONTRACT REQUIRES A GENERAL ENGINEERING CONTRACTOR CLASS [] LICENSE.

B. Assignment

CONTRACTOR shall not assign or transfer any of his/her or her rights, duties, Obligations, liabilities or responsibilities under this Contract without the prior written consent of the DISTRICT.

C. Warranties

All work shall be warranted by CONTRACTOR to be free of defects in materials and Workmanship and will be replaced by CONTRACTOR without charge to DISTRICT for One (1) year from the date of the signing of the Notice of Completion by DISTRICT. The one- year period governs replacement only and shall not shorten the period of time for which the CONTRACTOR may be subject to actions for breach of a written contract.

D. Antitrust Assignment

CONTRACTOR and its subcontractors agree that pursuant to Public Contracts Code §7103.5, CONTRACTOR and its subcontractors agree to assign to the DISTRICT all Rights, title and interest in and to all causes of action CONTRACTOR and its Subcontractors may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or Under the Cartwright Act (Chapter 2 (commencing with Section 1700) of Part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods,

Services, or materials pursuant to this Contract. This assignment shall be made and Become effective at the time the DISTRICT makes final payment to the CONTRACTOR without further acknowledgment of the parties.

E. Disputes over Hazardous Waste, Subsurface and Unknown Physical Conditions

In the event that a dispute arises between DISTRICT and CONTRACTOR as to whether Conditions materially differ or involve hazardous waste, or cause a decrease or increase, in the CONTRACTOR's cost, or time required to perform the work, the CONTRACTOR shall not be excused from the schedule of completion date provided for by the Contract and shall proceed with all work to be performed under the Contract. CONTRACTOR shall retain any and all rights provided by the Contract and the law which pertains to disputes and protests.

F. Resolution of Construction Claims

Public Contract Code § 20104 *et. seq.*, shall govern the resolution of claims arising under this Contract.

G. Performance and Payment Bond

CONTRACTOR shall furnish two bonds, on the forms attached hereto, each in the amount as follows:

- a. Performance Bond – The bond shall be in a penal sum not less than one hundred percent (100%) of the total Contract price at the time of award.
- b. Payment Bond – The bond shall be in a penal sum not less than one hundred percent (100%) of the total Contract price at the time of award.

The Performance Bond, in its full penal sum, shall be held good through the acceptance of the Work and thereafter for the one-year period for correction of the Work.

Each surety for the performance or the payment bond shall be an "admitted surety insurer," as defined in Code of Civil Procedure Section 995.120. The bond shall be executed in the name of the surety insurer under penalty of perjury or the fact of execution of the bond shall be duly acknowledged before an officer authorized to take and certify acknowledgments, and either one of the following conditions, at the option of the insurer, is satisfied:

- a. A copy of the transcript or record of the unrevoked appointment, power of attorney, bylaws, or other instrument, duly certified by the proper authority and attested by the seal of the insurer entitling or authorizing the person who executed the bond to do so for and on behalf of the insurer, is filed in the office of the clerk of the County of Shasta.
- b. A copy of a power of attorney is attached to the bond. The CONTRACTOR shall, in accordance with Code of Civil Procedure Section 995.640, obtain from the clerk of the County of Shasta and provide to the DISTRICT a certificate stating that the surety is authorized by the Insurance Commissioner to transact surety business.

H. Liquidated Damages

The CONTRACTOR hereby agrees and shall have the facilities finally completed within the time specified in Section I.V.B. CONTRACTOR recognizes that the losses and damages from delays in completion of the work will increase as the irrigation season progresses, and CONTRACTOR agrees that the liquidated damages sum shall be to \$25,000 per-day for each consecutive calendar day for which the work or obligations of the Contract remain incomplete beyond the date of April 15, 2025 and during which DISTRICT is unable to deliver water as a direct result of the incomplete work and obligations of the Contract. It is agreed by the parties to the Contract that in case all the work and obligations called for under the Contract in all parts and requirements is not finished by the deadline set forth in the Contract Documents, damage will be sustained by the DISTRICT, and that is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the DISTRICT will sustain in the event of and by reason of such delay if water deliveries are interfered with, prevented, or impeded due to the delay.

If the Work is not finished within the number of days specified, DISTRICT shall further have the right to charge to the CONTRACTOR, his/her heirs, assigns or sureties and to deduct from the final payment for the Work all or any part, as he/she may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the Contract, and which accrue during the period of such extension, except that cost of final surveys and preparation of final estimate shall not be included in such charges.

WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement, on the respective dates indicated below.

CONTRACTOR:

DISTRICT:

ANDERSON-COTTONWOOD IRRIGATION DISTRICT

By _____
Representative, Title

By _____
Manager, Title

Date: _____

Date: _____

**ANDERSON-COTTONWOOD IRRIGATION DISTRICT
SPRING GULCH CANAL EMBANKMENT IMPROVEMENT PROJECT**

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____
_____ a (2) _____ hereinafter
called "Principal" and (3) _____ of
_____ State of _____ hereinafter
called the "Surety," are held and firmly bound unto ANDERSON-COTTONWOOD IRRIGATION
DISTRICT, hereinafter called "District," in the penal sum of _____
_____ Dollars (\$ _____) in lawful money of the United States, for the
payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS such that WHEREAS, the Principal entered into a
certain Contract with the District, dated the _____ day of _____, 20____, a copy
of which is hereto attached and made a part hereof for the construction of the SPRING GULCH
CANAL EMBANKMENT IMPROVEMENT PROJECT, including all appurtenances thereto, all as set
forth in the Contract Documents entitled "**SPRING GULCH CANAL EMBANKMENT
IMPROVEMENT PROJECT.**"

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions, warranties and agreements of said Contract, and if
he/she shall satisfy all claims and demands incurred under such Contract, including any claims or
demands under the warranty, and shall fully indemnify and save harmless the District from all claims,
demands, causes of action, damages, costs, expenses, losses or liabilities arising out of or in any
way connected with the work to be performed, and shall reimburse and repay the District all outlay
and expense which the District may incur in making good any default, then this obligation shall be
void; otherwise to remain in full force and effect.

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

Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State
of California.

**ANDERSON-COTTONWOOD IRRIGATION DISTRICT
SPRING GULCH CANAL EMBANKMENT IMPROVEMENT PROJECT**

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____

_____ a (2) _____

hereinafter called "Principal" and (3) _____

of _____ State of _____ hereinafter called the "Surety,"

are held and firmly bound unto ANDERSON-COTTONWOOD IRRIGATION DISTRICT hereinafter called "District," in the penal sum of _____ dollars (\$_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that WHEREAS, the Principal entered into a certain Contract with the District, dated the ____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of the SPRING GULCH CANAL EMBANKMENT IMPROVEMENT PROJECT, including all appurtenances thereto, all as set forth in the Contract Documents entitled, "**SPRING GULCH CANAL EMBANKMENT IMPROVEMENT PROJECT.**"

NOW, THEREFORE, if the Principal, or a Subcontractor, fails to pay (1) any of the persons or entities identified in Civil Code Section 9554, (2) amounts due under the Unemployment Insurance Code with respect to work or labor performed under Contract, or (3) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and Subcontractors pursuant to §13020 of the Unemployment Insurance Code with respect to the work and labor, then surety will pay for the same, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the Court.

PROVIDED, FURTHER, Surety's obligation hereunder shall inure to the benefit of any of the persons or entities identified in Civil Code § 9554 so as to give a right of action to those persons or entities or their assigns in any suit brought upon this bond, and no final settlement between the District and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

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

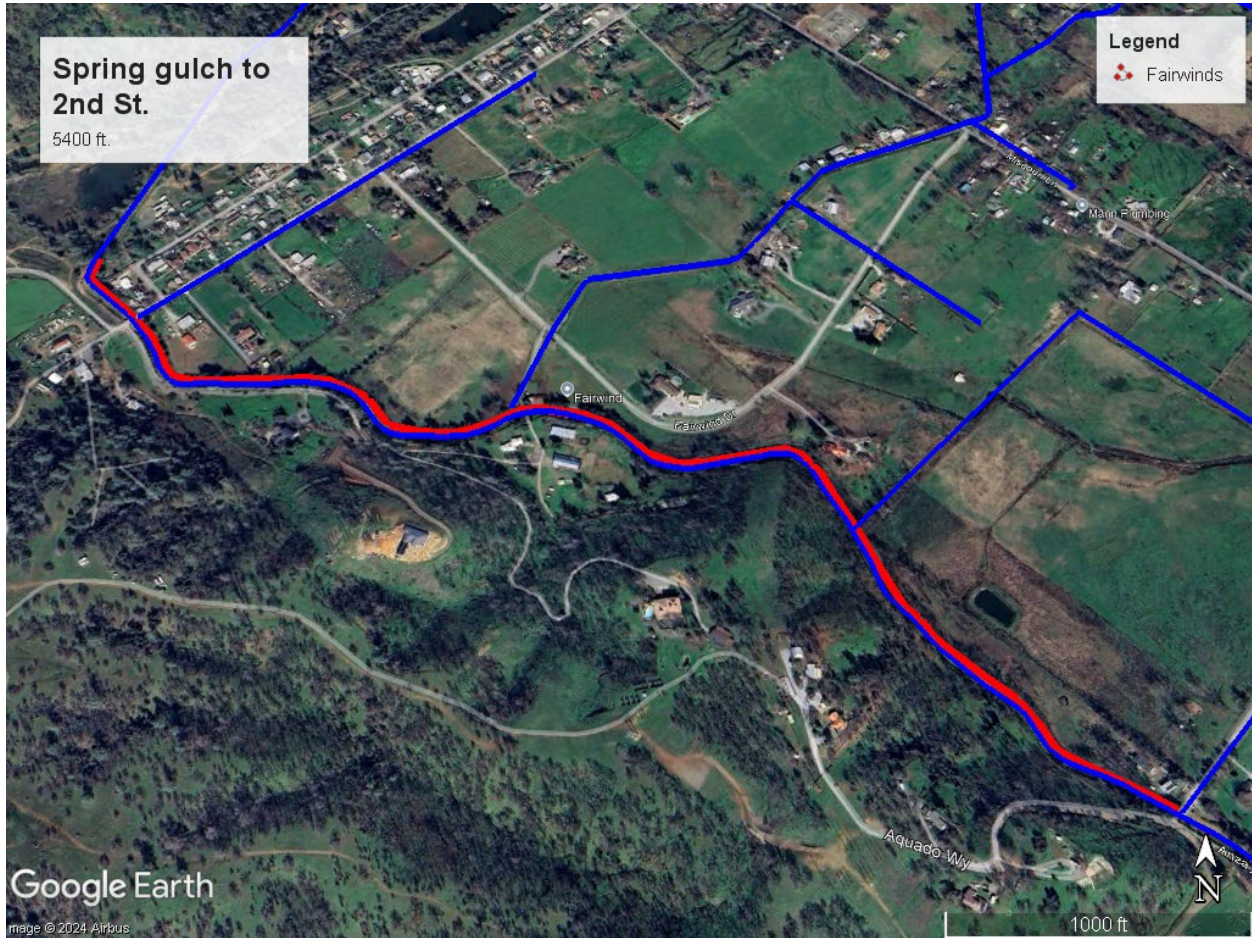
Plans & Specifications

Exhibit A

Spring Gulch Flume to 3rd St.

Reach Location and Description:

Approximately 5,400 feet of Anderson-Cottonwood Irrigation District's Main Canal beginning at the downstream side of the Spring Gulch Flume structure and ending at the intersection of the Canal and 3rd Street.



Description of the Work

Mobilization/Demobilization, Bonds, Insurance, and Permits: Contractor shall provide all labor, materials, tools, equipment and incidentals necessary for mobilization, move-in, move-out, all necessary bonds, insurance, and licenses, required during the performance of the work as specified. This item also includes demobilization, including the removal of all equipment, supplies, personnel and incidentals from the project at the end of construction.

Miscellaneous Facilities and Operations: Contractor shall make provisions for traffic control, worker and public safety protections, temporary access improvements such as gravel used for the Contractor's access purposes and construction and maintenance of access routes; protection of existing facilities, general project clean up, temporary power, and all costs for miscellaneous work not specifically mentioned in other work items below..

Vegetation Removal, Clearing and Grubbing: Contractor shall furnish all labor, equipment, tools, materials and incidentals to clear, grub, and strip all areas within the Canal, on top of the Canal and on the outside slope to the toe of the embankment. This also includes the removal and disposal of trees designated by the District of less than 18-inch diameter breast height (DBH), stumps, and root balls away from canal embankment area as well as the reconstruction of embankment area where trees were removed (refer to SPECIFICATIONS FOR CANAL EARTHWORK below). Generally, all vegetation shall be removed from the inside of the canal to the outer toe of the embankments. This item also includes the removal of all rocks, rubble and other debris from within the canal channel. This item includes the hauling and off-site disposal of vegetative matter and other unsuitable materials and debris.

Fence Relocation: Contractor shall furnish all labor, equipment, tool, materials and incidents to relocated existing fencing. Where fences exist on the top or outside slope of the Canal embankment, the Contractor shall remove the existing fence, salvage the materials, and reconstruct the fence along the outside embankment slope toe. Contractor shall coordinate with District on location prior to reconstruction of fences.

Large Tree Removal (18-inch Diameter and Larger): Contractor shall furnish all labor, equipment, tools, materials and incidentals for the removal and disposal of trees 18-inch diameter breast height (DBH) and greater specified by the District including their stumps and root balls. Generally, all large trees shall be removed from the inside of the canal to the outer toes of the embankments. Burnt trees upslope of the Canal which pose a threat to the Canal shall be removed and disposed of. Stumps and root balls of removed trees upslope of canal may remain. Voids resulting from tree, stump and root ball removal shall be filled with compacted fill material per the SPECIFICATIONS FOR CANAL EARTHWORK provided below.

Canal Shaping, Grading and Compacting: Contractor shall furnish all labor, equipment, materials, and incidentals required for the shaping and grading of the ACID Main Canal within the limits of the Project including grading the canal bottom to drain downstream, trimming canal side slopes to achieve more uniform slopes conforming to the minimum dimensions shown on the TYPICAL CANAL SECTIONS EXHIBIT. All inside and outside embankment slopes and embankment tops shall be compacted per the SPECIFICATIONS FOR CANAL EARTHWORK provided below. Canal embankments shall be built up to a minimum of 15-inches (±) of freeboard from the Canal historical high-water elevation. Historical high-water elevations are provide by the District and painted on existing structures located along the canal reach included in the Project. The left bank canal access road shall be constructed to be a minimum of 12-feet (±) wide if not already so. Fill material on the embankment top and outside slopes shall be placed and compacted per the SPECIFICATIONS FOR CANAL EARTHWORK provided below. No fill material shall be placed on the inside slope except with prior authorization from

the District. The Contractor shall also export any excess material resulting from shaping and grading to the District Yard in Anderson, CA.

Disposal of Unsuitable Materials: Contractor shall furnish all labor, equipment, tools, materials and incidentals to dispose of unsuitable material, as determined by the District or District's Engineer, to an approved disposal site selected by the Contractor and approved by the District. Unsuitable materials include only earth material contaminated with organics that has already been cleared and grubbed and unsuitable non-native materials found buried within the canal banks.

Project Meetings and Construction Schedule: Upon receipt of the Notice to Proceed, or at an earlier time if mutually agreeable, the Owner will arrange a preconstruction conference to be attended by the Contractor, Contractor's superintendent, the Owner, the Engineer or his representative, and representatives of utilities, major subcontractors and others involved in the execution of the Work. The purpose of this conference shall be to establish a working understanding between the parties and to discuss the Construction Schedule, Critical Path Method format required, shop drawing submittals and processing, applications for payment and their processing, and such other subjects as may be pertinent for the execution of the Work.

The District shall arrange and conduct progress meetings. These meetings shall be conducted weekly throughout the duration of the Project, unless designated otherwise and shall be attended by District staff, the District's Engineer, Contractor, Contractor's superintendent and representatives of all subcontractors, utilities, and others, that are active in the execution of the Work. The purpose of these meetings shall be to expedite the work of any subcontractor or other organization that is not up to schedule, resolve conflicts, and in general, coordinate and expedite the execution of the Work. The agenda of progress meetings shall include review of progress and schedule, of payment request, of the latest Construction Schedule update, and of the record documents.

The Contractor shall prepare, update and submit weekly construction schedules including the anticipated work activities for the following three weeks. The Contractor shall also keep an updated over-all project schedule and provide it to the District when requested.

SPECIFICATIONS FOR CANAL EARTHWORK

1. COMPACTION OF CANAL INSIDE SLOPES

Compaction of both canal inside slopes is required along the full extent of the canal included in the Project. Compaction shall be performed after grubbing, vegetation removal and canal shaping is complete resulting in a uniform trapezoidal channel free of vegetation and debris. Side slope compaction shall be performed by either a vibratory sheep foot roller, a universal vibratory compaction wheel, vibratory plate compactor or other compaction method with prior approval from the District. Compaction shall be performed with sufficient duration and number of passes to collapse of rodent holes and voids made from removed vegetation and result in the existing embankment side slopes to be made firm and unyielding, to the satisfaction of the District.

Following canal side slope compaction, the Contractor shall finish grade canal so the channel is smooth and free from loose earth material, debris, rocks, vegetation and indentations from compaction operations.

2. COMPACTION OF CANAL BOTTOM

Compaction of the canal bottom is required along the full extent of the canal included in the Project. Compaction shall be performed by a vibratory sheepsfoot roller or other compaction method with prior approval from the District. Care should be taken to locate and prevent damage from compaction activities to existing underground structures and pipes. Compaction shall be performed with sufficient duration and number of passes to result in the existing canal bottom being made firm and unyielding and to the satisfaction of the District.

3. COMPACTION OF EMBANKMENT TOPS

Compaction of embankment tops is required along the full extent of the canal included in the Project and includes both embankments where applicable. For portions of the canal where there is only one defined canal embankment (left embankment), only that embankment requires compaction.

Compaction shall be performed by a vibratory sheepsfoot roller or other compaction method with prior approval from the District. Care should be taken to locate and prevent damage to existing underground structures and pipes from compaction activities. Compaction shall be performed with sufficient duration and number of passes to result in the existing embankment tops being made firm and unyielding and to the satisfaction of the District.

Following canal top compaction, the Contractor shall finish grade the embankment providing a smooth driving surface which slopes to drain away from the canal center.

4. COMPACTION OF OUTSIDE CHANNEL SIDE SLOPES

Compaction of canal outside slopes is required along the full extent of the canal included in the Project and includes both embankments where applicable. For portions of the canal where there is only one defined embankment (typically left embankment), only that embankment side requires compaction.

Compaction shall be performed after grubbing and vegetation removal is complete. Side slope compaction shall be performed by a vibratory sheepfoot roller, universal vibratory compaction wheel, vibratory plate compactor or other compaction method with prior approval from the District. Compaction shall be performed with sufficient duration and number of passes to collapse of rodent holes and voids made from removed vegetation and result in the existing embankment side slopes being made firm and unyielding, to the satisfaction of the District.

5. PLACEMENT AND COMPACTION OF FILL MATERIAL

Placement and Compaction of fill material is anticipated in the following situations:

- Placement of fill material to raise embankment elevation to be 18-inches (minimum) above the high-water elevation in the canal.
- Placement of fill material to widen the canal drive access embankment (left bank) to 12-feet.
- Placement of fill material in voids in the canal embankment due to removal of vegetation, tree root balls, unsuitable material, or other objects.

Placement of fill materials shall be conducted per Section 5 – Specifications for Placement and Compaction of Fill Materials.

6. SPECIFICATIONS FOR PLACEMENT AND COMPACTION OF FILL MATERIALS

- a. Unless otherwise noted, placement and compaction of engineered fill materials for all fill areas shall be performed according to the provisions of the State Standard Specifications, Section 19-6.
- b. Embankment Material:
 - i. Contain a minimum fines content of 20;
 - ii. Have a PI range between 10-25.
 - iii. Contain generally well-graded material with no rocks larger than 6-inches, granted any cobbles are sufficiently mixed with smaller graded material such that no areas of nested cobbles exist.
 - iv. Organic material content shall not exceed 2% by volume.
- c. Subgrade Preparation: Before placing fill, scarify ground surface to a depth of 8 inches below the original ground surface to provide ample bond between old and new material. Compact scarified ground surface to 95% relative density (ASTM D1557). Do not backfill over porous, wet, or spongy subgrade surfaces.
- d. Compaction of Fill Materials: All fill shall be compacted to a minimum of 95% relative density (ASTM D1557). Place fill material in layers not exceeding 8 inches, loose measurement. Compact each layer before placing the next layer. As the compaction of each layer progresses, continually level and manipulate to ensure uniform moisture content

and density. Add water to obtain optimum moisture content. Removal of excess water shall be accomplished through aeration by plowing, blading, disking, or other methods satisfactory to the Engineer. The excavation, placing, moistening, and compacting operations shall be such that the material will be uniformly compacted and will be homogeneous, free from lenses, pockets, streaks, voids, and laminations or other imperfections such that the materials when compacted will be blended sufficiently to achieve the required density.

- e. Keyed Benching into Existing Slopes and embankment excavations
 - i. As shown and described on the TYPICAL CANAL SECTIONS EXHIBIT (attached), new embankment fill material shall be keyed into the existing slope.
 - ii. Where traditional tracked equipment can be used for spreading fill materials, this can be executed with the use of a dozer blade, excavator or similar equipment.
 - iii. Benching into the existing slope can occur during the spreading and compacting phase of work.
 - iv. In sliver fill areas, the benching shall be performed prior to the placement of fill.
 - v. After benching of existing slope, the Owner's Representative shall inspect embankment for suitability of existing soils.
- f. Embankments shall be constructed to top widths and side slopes as shown on the TYPICAL CANAL SECTIONS EXHIBIT (attached). Materials for embankments shall be obtained from the District stockpile or from another source with prior authorization from the District. All borrow material must comply with this specification.
- g. If unsuitable material is found to be present in the existing embankment, additional excavation and material blending or import may be required as directed by the District.
- h. Moisture Conditioning: Fill material shall be moisture conditioned in order to meet compaction requirements with optimum moisture content ($\pm 2\%$).
- i. Non-native, sandy, and cohesionless materials found within the canal embankment, shall be removed as outlined below.
 - i. Non-native, sandy, and cohesionless material found within the canal embankments shall be removed vertically and/or horizontally no less than 12 inches beyond the unsuitable layer, or 2 feet below the canal invert, whichever is less, or as directed by the District. Replaced fill shall meet Embankment Material specifications as identified in part 5-b of this Section.
 - ii. Sandy and cohesionless materials shall be blended with other earthen clayey materials unless directed otherwise by the District.
 - iii. Non-native materials (i.e. concrete rubble) shall be disposed of as unsuitable material as directed by the District.

7. PROJECT SITE TESTING

- a. All placement of fill material in or against the canal embankments shall be subject to compaction testing by the Owner.
- b. All sampling, specimen preparation, and testing of materials shall be in accordance with the standards of nationally recognized technical organizations.

- c. Contractor shall give Engineer timely notice (48 hours minimum) of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- d. Except for specified material suitability tests, all initial routine tests of materials shall be at the expense of the District and shall be performed by an independent certified laboratory designated by the District. Whenever a specified percent relative compaction test is required and the material or portion thereof so tested fails to meet or exceed the relative compaction specified, all subsequent retesting shall be performed at the expense of the Contractor.
- e. Upon receipt of notice, Contractor shall correct all defective or rejected Work and replace it with Work that is not defective, at no cost to the District.
- f. Compaction testing frequency for canal embankments: At least 1 test per lift per 1,000 sf of surface area or every 200 lineal foot of embankment, or 2,000 cubic yards of fill placed, whichever is more frequent.

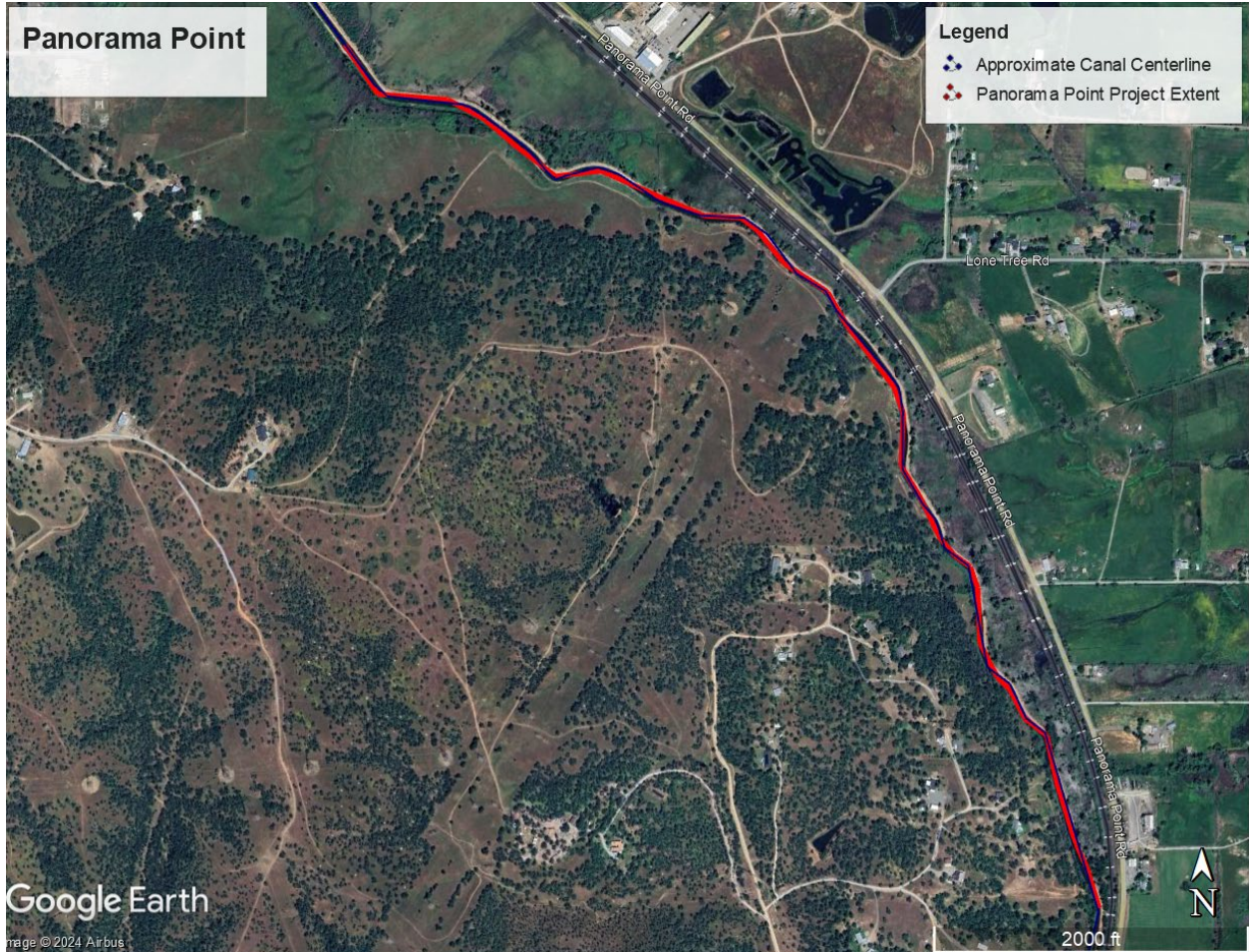
Panorama Point

Reach Location and Description:

Approximately 8,000 feet of Anderson-Cottonwood Irrigation District's Main Canal between the Project Begin and End coordinates provided below:

Approximate Project Begin Coordinate: Lat: 40.419914, Long: -122.261906

Approximate Project End Coordinates: Lat: 40.405002, Long: -122.244799



Description of the Work

Mobilization/Demobilization, Bonds, Insurance, and Permits: Contractor shall provide all labor, materials, tools, equipment and incidentals necessary for mobilization, move-in, move-out, all necessary bonds, insurance, and licenses, required during the performance of the work as specified. This item also includes demobilization, including the removal of all equipment, supplies, personnel and incidentals from the project at the end of construction.

Miscellaneous Facilities and Operations: Contractor shall make provisions for traffic control, worker and public safety protections, temporary access improvements such as gravel

used for the Contractor's access purposes and construction and maintenance of access routes; protection of existing facilities, general project clean up, temporary power, and all costs for miscellaneous work not specifically mentioned in other work items below..

Vegetation Removal, Clearing and Grubbing: Contractor shall furnish all labor, equipment, tools, materials and incidentals to clear, grub, and strip all areas within the Canal, on top of the Canal and on the outside slope to the toe of the embankment. This also includes the removal and disposal of trees designated by the District of less than 18-inch diameter breast height (DBH), stumps, and root balls away from canal embankment area as well as the reconstruction of embankment area where trees were removed (refer to SPECIFICATIONS FOR CANAL EARTHWORK below). Generally, all vegetation shall be removed from the inside of the canal to the outer toe of the embankments. This item also includes the removal of all rocks, rubble and other debris from within the canal channel. This item includes the hauling and off-site disposal of vegetative matter and other unsuitable materials and debris.

Fence Relocation: Contractor shall furnish all labor, equipment, tool, materials and incidents to relocated existing fencing. Where fences exist on the top or outside slope of the Canal embankment, the Contractor shall remove the existing fence, salvage the materials, and reconstruct the fence along the outside embankment slope toe. The contractor shall coordinate with District on location prior to reconstruction of fences.

Large Tree Removal (18-inch Diameter and Larger): Contractor shall furnish all labor, equipment, tools, materials and incidentals for the removal and disposal of trees 18-inch diameter breast height (DBH) and greater specified by the District including their stumps and root balls. Generally, all large trees shall be removed from the inside of the canal to the outer toes of the embankments. Burnt trees upslope of the Canal which pose a threat to the Canal shall be removed and disposed of. Stumps and root balls of removed trees upslope of canal may remain. Voids resulting from tree, stump and root ball removal shall be filled with compacted fill material per the SPECIFICATIONS FOR CANAL EARTHWORK provided below.

Canal Shaping, Grading and Compacting: Contractor shall furnish all labor, equipment, materials, and incidentals required for the shaping and grading of the ACID Main Canal within the limits of the Project including grading the canal bottom to drain downstream, trimming canal side slopes to achieve more uniform slopes conforming to the minimum dimensions shown on the TYPICAL CANAL SECTIONS EXHIBIT. All inside and outside embankment slopes and embankment tops shall be compacted per the SPECIFICATIONS FOR CANAL EARTHWORK provided below. Canal embankments shall be built up to a minimum of 15-inches (\pm) of freeboard from the Canal historical high-water elevation. Historical high-water elevations are provide by the District and painted on existing structures located along the canal reach included in the Project. The left bank canal access road shall be constructed to be a minimum of 12-feet (\pm) wide if not already so. Fill material on the embankment top and outside slopes shall be placed and compacted per the SPECIFICATIONS FOR CANAL EARTHWORK provided below. No fill material shall be placed on the inside slope except with prior authorization from the District. The Contractor shall also export any excess material resulting from shaping and grading to the District Yard in Anderson, CA.

Disposal of Unsuitable Materials: Contractor shall furnish all labor, equipment, tools, materials and incidentals to dispose of unsuitable material, as determined by the District or District's Engineer, to an approved disposal site selected by the Contractor and approved by the District. Unsuitable materials include only earth material contaminated with organics that has already been cleared and grubbed and unsuitable non-native materials found buried within the canal banks.

Project Meetings and Construction Schedule: Upon receipt of the Notice to Proceed, or at an earlier time if mutually agreeable, the Owner will arrange a preconstruction conference to be attended by the Contractor, Contractor's superintendent, the Owner, the Engineer or his representative, and representatives of utilities, major subcontractors and others involved in the execution of the Work. The purpose of this conference shall be to establish a working understanding between the parties and to discuss the Construction Schedule, Critical Path Method format required, shop drawing submittals and processing, applications for payment and their processing, and such other subjects as may be pertinent for the execution of the Work.

The District shall arrange and conduct progress meetings. These meetings shall be conducted weekly throughout the duration of the Project, unless designated otherwise and shall be attended by District staff, the District's Engineer, Contractor, Contractor's superintendent and representatives of all subcontractors, utilities, and others, that are active in the execution of the Work. The purpose of these meetings shall be to expedite the work of any subcontractor or other organization that is not up to schedule, resolve conflicts, and in general, coordinate and expedite the execution of the Work. The agenda of progress meetings shall include review of progress and schedule, of payment request, of the latest Construction Schedule update, and of the record documents.

The Contractor shall prepare, update and submit weekly construction schedules including the anticipated work activities for the following three weeks. The Contractor shall also keep an updated over-all project schedule and provide it to the District when requested.

SPECIFICATIONS FOR CANAL EARTHWORK

1. COMPACTION OF CANAL INSIDE SLOPES

Compaction of both canal inside slopes is required along the full extent of the canal included in the Project. Compaction shall be performed after grubbing, vegetation removal and canal shaping is complete resulting in a uniform trapezoidal channel free of vegetation and debris. Side slope compaction shall be performed by either a vibratory sheep foot roller, a universal vibratory compaction wheel, vibratory plate compactor or other compaction method with prior approval from the District. Compaction shall be performed with sufficient duration and number of passes to collapse of rodent holes and voids made from removed vegetation and result in the existing embankment side slopes to be made firm and unyielding, to the satisfaction of the District.

Following canal side slope compaction, the Contractor shall finish grade canal so the channel is smooth and free from loose earth material, debris, rocks, vegetation and indentations from compaction operations.

2. COMPACTION OF CANAL BOTTOM

Compaction of the canal bottom is required along the full extent of the canal included in the Project. Compaction shall be performed by a vibratory sheepsfoot roller or other compaction method with prior approval from the District. Care should be taken to locate and prevent damage from compaction activities to existing underground structures and pipes. Compaction shall be performed with sufficient duration and number of passes to result in the existing canal bottom being made firm and unyielding and to the satisfaction of the District.

3. COMPACTION OF EMBANKMENT TOPS

Compaction of embankment tops is required along the full extent of the canal included in the Project and includes both embankments where applicable. For portions of the canal where there is only one defined canal embankment (left embankment), only that embankment requires compaction.

Compaction shall be performed by a vibratory sheepsfoot roller or other compaction method with prior approval from the District. Care should be taken to locate and prevent damage to existing underground structures and pipes from compaction activities. Compaction shall be performed with sufficient duration and number of passes to result in the existing embankment tops being made firm and unyielding and to the satisfaction of the District.

Following canal top compaction, the Contractor shall finish grade the embankment providing a smooth driving surface which slopes to drain away from the canal center.

4. COMPACTION OF OUTSIDE CHANNEL SIDE SLOPES

Compaction of canal outside slopes is required along the full extent of the canal included in the Project and includes both embankments where applicable. For portions of the canal where

there is only one defined embankment (typically left embankment), only that embankment side requires compaction.

Compaction shall be performed after grubbing and vegetation removal is complete. Side slope compaction shall be performed by a vibratory sheepsfoot roller, universal vibratory compaction wheel, vibratory plate compactor or other compaction method with prior approval from the District. Compaction shall be performed with sufficient duration and number of passes to collapse of rodent holes and voids made from removed vegetation and result in the existing embankment side slopes being made firm and unyielding, to the satisfaction of the District.

5. PLACEMENT AND COMPACTION OF FILL MATERIAL

Placement and Compaction of fill material is anticipated in the following situations:

- Placement of fill material to raise embankment elevation to be 18-inches (minimum) above the high-water elevation in the canal.
- Placement of fill material to widen the canal drive access embankment (left bank) to 12-feet.
- Placement of fill material in voids in the canal embankment due to removal of vegetation, tree root balls, unsuitable material, or other objects.

Placement of fill materials shall be conducted per Section 5 – Specifications for Placement and Compaction of Fill Materials.

6. SPECIFICATIONS FOR PLACEMENT AND COMPACTION OF FILL MATERIALS

- a. Unless otherwise noted, placement and compaction of engineered fill materials for all fill areas shall be performed according to the provisions of the State Standard Specifications, Section 19-6.
- b. Embankment Material:
 - i. Contain a minimum fines content of 20;
 - ii. Have a PI range between 10-25.
 - iii. Contain generally well-graded material with no rocks larger than 6-inches, granted any cobbles are sufficiently mixed with smaller graded material such that no areas of nested cobbles exist.
 - iv. Organic material content shall not exceed 2% by volume.
- c. Subgrade Preparation: Before placing fill, scarify ground surface to a depth of 8 inches below the original ground surface to provide ample bond between old and new material. Compact scarified ground surface to 95% relative density (ASTM D1557). Do not backfill over porous, wet, or spongy subgrade surfaces.
- d. Compaction of Fill Materials: All fill shall be compacted to a minimum of 95% relative density (ASTM D1557). Place fill material in layers not exceeding 8 inches, loose measurement. Compact each layer before placing the next layer. As the compaction of each layer progresses, continually level and manipulate to ensure uniform moisture content and density. Add water to obtain optimum moisture content. Removal of excess water shall be accomplished through aeration by plowing, blading, disking, or other methods

satisfactory to the Engineer. The excavation, placing, moistening, and compacting operations shall be such that the material will be uniformly compacted and will be homogeneous, free from lenses, pockets, streaks, voids, and laminations or other imperfections such that the materials when compacted will be blended sufficiently to achieve the required density.

- e. Keyed Benching into Existing Slopes and embankment excavations
 - i. As shown and described on the TYPICAL CANAL SECTIONS EXHIBIT (attached), new embankment fill material shall be keyed into the existing slope.
 - ii. Where traditional tracked equipment can be used for spreading fill materials, this can be executed with the use of a dozer blade, excavator or similar equipment.
 - iii. Benching into the existing slope can occur during the spreading and compacting phase of work.
 - iv. In sliver fill areas, the benching shall be performed prior to the placement of fill.
 - v. After benching of existing slope, the Owner's Representative shall inspect embankment for suitability of existing soils.
- f. Embankments shall be constructed to top widths and side slopes as shown on the TYPICAL CANAL SECTIONS EXHIBIT (attached). Materials for embankments shall be obtained from the District stockpile or from another source with prior authorization from the District. All borrow material must comply with this specification.
- g. If unsuitable material is found to be present in the existing embankment, additional excavation and material blending or import may be required as directed by the District.
- h. Moisture Conditioning: Fill material shall be moisture conditioned in order to meet compaction requirements with optimum moisture content ($\pm 2\%$).
- i. Non-native, sandy, and cohesionless materials found within the canal embankment, shall be removed as outlined below.
 - i. Non-native, sandy, and cohesionless material found within the canal embankments shall be removed vertically and/or horizontally no less than 12 inches beyond the unsuitable layer, or 2 feet below the canal invert, whichever is less, or as directed by the District. Replaced fill shall meet Embankment Material specifications as identified in part 5-b of this Section.
 - ii. Sandy and cohesionless materials shall be blended with other earthen clayey materials unless directed otherwise by the District.
 - iii. Non-native materials (i.e. concrete rubble) shall be disposed of as unsuitable material as directed by the District.

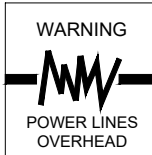
7. PROJECT SITE TESTING

- a. All placement of fill material in or against the canal embankments shall be subject to compaction testing by the Owner.
- b. All sampling, specimen preparation, and testing of materials shall be in accordance with the standards of nationally recognized technical organizations.
- c. Contractor shall give Engineer timely notice (48 hours minimum) of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

- d. Except for specified material suitability tests, all initial routine tests of materials shall be at the expense of the District and shall be performed by an independent certified laboratory designated by the District. Whenever a specified percent relative compaction test is required and the material or portion thereof so tested fails to meet or exceed the relative compaction specified, all subsequent retesting shall be performed at the expense of the Contractor.
- e. Upon receipt of notice, Contractor shall correct all defective or rejected Work and replace it with Work that is not defective, at no cost to the District.
- f. Compaction testing frequency for canal embankments: At least 1 test per lift per 1,000 sf of surface area or every 200 lineal foot of embankment, or 2,000 cubic yards of fill placed, whichever is more frequent.



Know what's below.
Call before you dig.

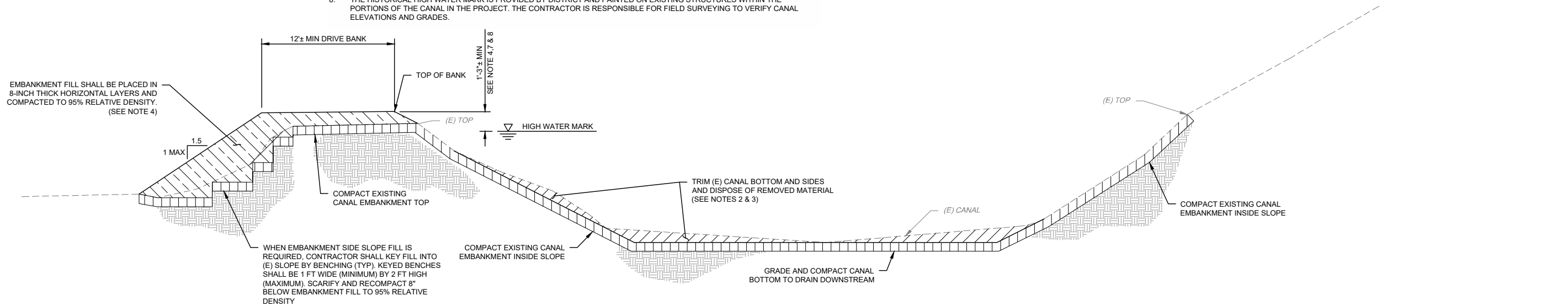


NOTES

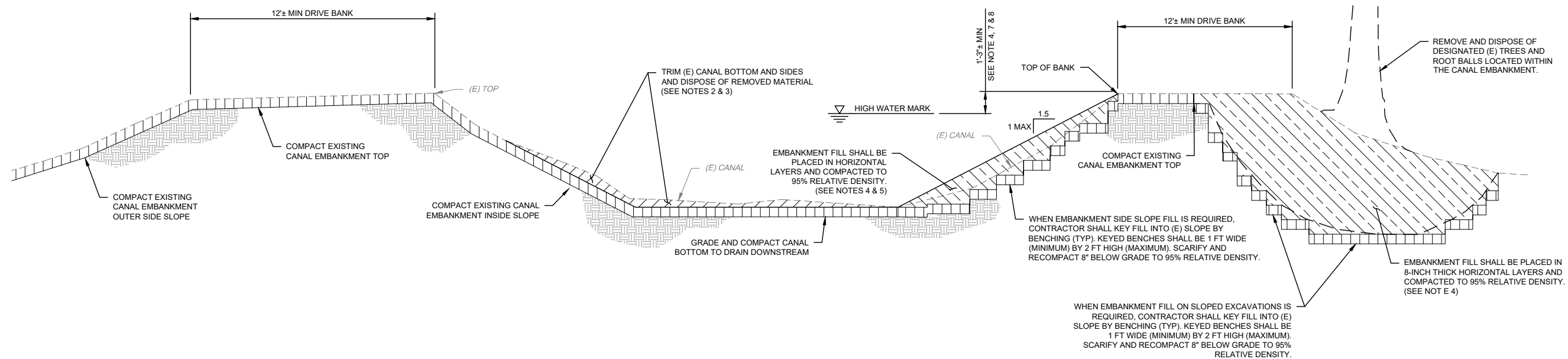
1. ALL CANAL CROSS SECTIONS SHOWN LOOKING DOWNSTREAM RELATIVE TO DIRECTION OF CANAL WATER FLOW.
2. ALL (E) VEGETATION AND DEBRIS INCLUDING ROCKS, RUBBLE, TRASH OR OTHER PROTRUDING OBJECTS LOCATED WITHIN THE CANAL PRISM SHALL BE REMOVED AND PROPERLY DISPOSED OF.
3. SHAPE CANALS TO CONFORM TO THE MINIMUM DESIGN REQUIREMENTS PRESENTED IN THE TYPICAL CANAL CROSS SECTIONS (BELOW) AND SPECIFICATIONS. THE CANAL BOTTOM AND SIDE SLOPES SHALL BE SMOOTH, FREE OF VEGETATION AND DEBRIS AND COMPACTED PER THE PROJECT SPECIFICATIONS.
4. WHEN REQUIRED, FILL FOR EMBANKMENTS SHALL BE PLACED IN HORIZONTAL LAYERS WHICH PRIOR TO COMPACTION SHALL NOT BE MORE THAN 8" THICK. FILL SHALL BE COMPACTED TO A MINIMUM OF 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY ASTM D-1557 (MODIFIED PROCTOR).
5. EXISTING SIDE SLOPES VARY FROM ONE LOCATION TO ANOTHER. NO FILL SHALL BE PLACED ON THE INSIDE OF THE CANAL WITHOUT PRIOR AUTHORIZATION FROM THE DISTRICT.
6. DRIVE BANKS SHALL NOT BE CUT NARROWER THAN 12 FEET. CUT INTO CANAL BANK SHALL NOT OCCUR WITHOUT PRIOR AUTHORIZATION BY THE ENGINEER.
7. THE CONTRACTOR SHALL NOTIFY THE DISTRICT ABOUT LOCATIONS WHERE THE TOP OF BANK IS LESS THAN 15" ABOVE THE HISTORICAL HIGH WATER MARK. WHERE REQUIRED BY THE DISTRICT, THE TOP OF BANK SHALL BE RAISED BY PLACEMENT OF FILL TO MEET THE MINIMUM FREEBOARD REQUIREMENT OF 15"± IN ACCORDANCE WITH NOTE 4.
8. THE HISTORICAL HIGH WATER MARK IS PROVIDED BY DISTRICT AND PAINTED ON EXISTING STRUCTURES WITHIN THE PORTIONS OF THE CANAL IN THE PROJECT. THE CONTRACTOR IS RESPONSIBLE FOR FIELD SURVEYING TO VERIFY CANAL ELEVATIONS AND GRADES.

LEGEND

- AREA OF CUT
- AREA OF FILL
- EXISTING GROUND
- FINISHED GRADE



TYPICAL CANAL CROSS SECTION A - EMBANKMENT FILL REQUIRED FOR MINIMUM FREEBOARD AND ACCESS ROAD WIDTH



TYPICAL CANAL CROSS SECTION B - EMBANKMENT COMPACTION AND INSIDE SLOPE FILL

PROVOST & PRITCHARD ENGINEERING GROUP, INC. ALL RIGHTS RESERVED. This firm or Provost & Pritchard Engineering Group, Inc. expressly disclaims any and all liability for the use of these plans in any form or manner whatsoever, nor are they to be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written consent of Provost & Pritchard Engineering Group, Inc. The use of these plans is limited to the project and location specified on the title block. No part of these plans may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written consent of Provost & Pritchard Engineering Group, Inc. All rights reserved.

FOR REVIEW ONLY
10/21/2024

FOR REVIEW ONLY

2024 CANAL MAINTENANCE PROJECT
ANDERSON-COTTONWOOD IRRIGATION DISTRICT
SHASTA COUNTY
SECTIONS
TYPICAL CANAL SECTION

PROVOST & PRITCHARD
AN Employee Owned Company
405 W FIFTH AVENUE
CLOVIS, CALIFORNIA 93611-9166
559.449.2700 FAX 559.449.2715
http://provostandpritchard.com

DESIGN ENGINEER:
DANIEL KERNS
LICENSE NO:
84100
DRAFTED BY:
BB
CHECKED BY:
DK
DATE: 10/10/2024
JOB NO: ---
PROJECT NO:
PHASE: ---
ORIGINAL SCALE SHOWN IS ONE
INCH. ADJUST SCALE FOR
REDUCED OR ENLARGED PLANS.
SHEET
CS1
1 OF 1

10/21/2024 12:33 PM \\EgnyDev\Drive\Clients\Anderson_Cottonwood_ID-4191\419123002\Emergency_Eng_Svcs\300_CAD\340_Sheet_Sha99_Exhibits\ACD_Canal_Compaction\2024-1010_TYPICAL_CANAL_SECTION.dwg -Danny Kerns

2024-25 Offseason Capital Improvement Project Budget

Project Cost Break down

Project Budget

Project	Contractor	Linear Feet	Not To Exceed
Spring Gulch	Steve Manning	5,400	\$756,000
Panorama	Steve Manning	8,000	\$720,000
Engineering Services	Provost & Pritchard	N/A	\$70,000
Total		13,400	\$1,546,000

PROVOST & PRITCHARD CONSULTING GROUP

3387 Bodero Ln • Chico, CA 95973 • (866) 776-6200
www.provostandpritchard.com

October 21, 2024

Dan Ruiz, General Manager
Anderson-Cottonwood Irrigation District
2810 Silver Street
Anderson, CA 96007

**Subject: Engineering Services During Construction for ACID's 2024 Main Canal Maintenance Project,
Shasta County, California**

Mr. Ruiz,

Thank you for the opportunity to submit this proposal to provide engineering services during construction for the subject project. This proposal discusses our understanding of the project, recommends a scope of services together with associated fees, deliverables and approximate schedules, sets forth our assumptions and discusses other services that may be of interest as the project proceeds.

PROJECT UNDERSTANDING

We understand that Anderson-Cottonwood Irrigation District (ACID, District) plans to perform maintenance activities along two specific portions of the District's Main Canal identified as the Spring Gulch and Panorama Point reaches. The maintenance work will likely be performed by two contractors on a time and materials contractual basis. While District staff have developed basic project objectives and scope requirements which include descriptions of the limits of work and specific tasks requested of contractors, the work has not been developed into a set of formal construction documents (project plans and specifications). Therefore, it is anticipated that the District may need assistance during the construction period and have asked Provost & Pritchard for this proposal to provide engineering services during construction. The scope of services described below is provided as a list of items that the District may select to best serve the needs of the project and District. The actual scope of services provided may vary at the request of the District.

SCOPE OF SERVICES

Our proposed scope of work is described below.

PHASE CON: ENGINEERING SERVICES DURING CONSTRUCTION

Provost & Pritchard will assist the District by providing engineering services throughout the duration of construction of the 2024 Main Canal Maintenance Project. Below is a list of services that can be provided at the request of the District over the duration of the Project.

- Participate in Contractor project site visits prior to, or during, contract negotiation process.
- Provide Contract Administration service (Review T&M progress payments and make recommendations to ACID for payment, etc.).
- Attend Contractors' pre-construction meeting(s).

https://us-partner-integrations.egnyte.com/msoffice/wopi/files/6ff40201-bdda-4c8c-9e4b-bb10b27d1580/WOPIServiceld_TP_EGNYTE_PLUS/WOPIUserId_145.ppeng.egnyte.com/2024-1021_2024_Engineering_Services_During_Construction_V2.docx

- Assist District with review of and responses to Contractor RFIs and other construction correspondence.
- Construction Observation: provide periodic engineering presence on-site during construction (8 hours/week for 22 weeks assumed).
- Review existing canal conditions (hydraulic, soils, etc.) and provide field recommendations for maintenance work activities.
- Assist District with scheduling and coordination of embankment fill compaction testing when required.
- Attend weekly construction coordination meetings to discuss contractor progress, schedule, field issues, etc. Meetings are assumed to be on the same day that construction observation would occur.
- Attend contractor final walk-through meeting(s) and develop completion punch list.

PROFESSIONAL FEES

Provost & Pritchard Consulting Group will perform these services on a time and materials basis, in accordance with our Standard Fee Schedule in effect at the time services are rendered. These fees will be invoiced monthly as they are accrued, and our total fees, including reimbursable expenses, will not exceed our estimate of \$70,000 without additional authorization.

SCHEDULE

Once we receive an executed copy of this Proposal and are authorized to proceed, we will be prepared to begin work immediately. It is anticipated that the maintenance work activities will be complete by April 15th, 2025. It is anticipated that Provost & Prichard will provide the services described above until shortly after the completion of the work.

ADDITIONAL SERVICES

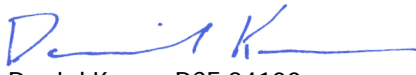
The following services are not included in this proposal, however, these and others can be provided at additional cost, upon request.

- Topographic and Boundary Survey
- Appropriate environmental documentation (California Environmental Quality Act/National Environmental Policy Act)
- Pre-construction and/or Post-construction Biological Surveys
- Nesting Bird Surveys in accordance with the Migratory Bird Treaty Act (MBTA)
- Storm Water Pollution Prevention Plan (SWPPP) in compliance with State Water Resources Control Board (SWRCB) Construction General Permit
- Additional office or field services required due to any governmental agency changes in ordinances, codes, policies, procedures, or requirements after the date of this agreement.

TERMS AND CONDITIONS

This project is authorized in accordance with the Consultant Services Agreement (23-293) dated June 5, 2023 between Anderson-Cottonwood Irrigation District and Provost & Pritchard Engineering Group, Inc. (dba Provost & Pritchard Consulting Group). Please sign the proposal and return to Daniel Kerns at dkerns@ppeng.com. These documents will serve as our Notice to Proceed. This proposal is valid for 30 days from the date above.

Sincerely,
Provost & Pritchard Consulting Group


Daniel Kerns, RCE 84100
Project Manager


Alex Collins, RCE 78242
Director of Operations

TERMS AND CONDITIONS ACCEPTED

By Anderson-Cottonwood Irrigation District

Signature

Printed Name

_____ Title _____ Date