

**ADDENDUM NO. 5  
TO  
Natomas Mutual Water Company  
American Basin Fish Screen & Habitat Improvement Project  
Sankey Diversion and Canal Facilities**

**ADDENDUM NO. 5  
TO  
Natomas Mutual Water Company  
American Basin Fish Screen & Habitat Improvement Project**

**Sankey Diversion and Canal Facilities**

This Addendum No. 5 consists of 12 pages plus Exhibits A through G as described in the Exhibits Table of Contents following Page 5-12 of the Addendum. It is the responsibility of the Bidder to assure and guarantee by acknowledging the receipt of this Addendum in the Bid Form that the Bidder has received the addendum in its entirety, and that the Bidder accepts all conditions contained herein.

---

**ADDENDUM NO. 1**

None

**ADDENDUM NO. 2**

1. VOLUME 1 – SPECIFICATIONS DIVISIONS 0 and 1 -- ITEM NO. 6, SECTION 1040 – COORDINATION  
Delete Item No. 6 of Addendum No. 2 in its entirety. Refer also to Item No. 6 of this Addendum No. 5.

**ADDENDUM NO. 3**

None

**ADDENDUM NO. 4**

None

**VOLUME 1 – SPECIFICATIONS DIVISIONS 0 and 1**

2. SECTION 00300 – BID FORM  
Delete Section 00300 – BID FORM in its entirety and replace it with revised Section 00300 – BID FORM as contained in Exhibit A of this Addendum No. 5.

3. SECTION 00500 – AGREEMENT

Delete Section 00500 – AGREEMENT in its entirety and replace it with revised Section 00500 – AGREEMENT as contained in Exhibit B of this Addendum No. 5.

4. SECTION 01025 – MEASUREMENT AND PAYMENT

Delete Section 01025 – MEASUREMENT AND PAYMENT in its entirety and replace it with revised Section 01025 – MEASUREMENT AND PAYMENT as contained in Exhibit C of this Addendum No. 5.

5. SECTION 01040 – COORDINATION

On page 01040-2, delete the Project Milestone table below paragraph 1.05 B and replace it with the following:

<b>Milestone</b>	<b>Completion Date</b>
Intermediate Completion No. 1	October 31, 2010
Intermediate Completion No. 2	July 1, 2012
Intermediate Completion No. 3	September 1, 2012
Substantial Completion	October 31, 2012
Final Completion	December 31, 2012

6. SECTION 1040 – COORDINATION

On page 01040-4, paragraph 1.06.B, add new item 8. as follows:

“8. Bennett and Northern Irrigation System. The final interconnection of the Sankey Canal with the Bennett and Northern irrigation canals shall not be completed until after the Sankey Diversion and Canal system are fully operational. Maintain continuity of the irrigation supply from the Bennett and Northern Pumping Plants for interim connections and crossings. These systems are typically operated during the irrigation season from April 1 to September 30, and then operated for rice field re-flooding beginning around November 1. Complete the planning for any outages and bypasses required for construction activities in accordance with 1.07, Existing Facility Operations. Contractor shall submit a plan for the tie-in work at the Bennett and Northern Pumping Plants for approval.”

7. SECTION 01040 – COORDINATION

On page 01040-4, add a new paragraph 1.06.C as follows:

“C. Schedule A and Schedule B Coordinated Completion: The work required to complete the work on both Schedules A and B requires cooperation and coordination between the Schedules A and B Contractors and the Owner.

1. The tie-ins of the new Sankey Canal to the existing Bennett and Northern Canals are required to occur between October 1 and October 31, 2012.

2. All work on Schedule B from the interface with Schedule A up to and including the Bennett Canal Crossing Structures must be complete by the Schedule B Contractor by July 1, 2012.
3. Between July 1 and September 1, 2012, the Schedule A Contractor will use the new Sankey Canal between the Schedule A/B interface point and the Bennett Canal Crossing Structure to conduct field, functional, and performance testing (field testing period). The Schedule A Contractor will discharge test pumping flows into the canal. Water pumped into the canal will be held in storage in the canal and discharged to the Vestal Drain using the Schedule B facilities. Canal discharges to the Vestal Drain will be at a maximum rate of 25 cfs. Whenever the water depth in the canal exceeds 8 feet at the Bennett Canal Crossing structure, the Schedule A Contractor shall cease pumping until the canal is drained below this depth. During the period between July 1 and September 1, 2012, the Schedule A Contractor must successfully perform all field functional and performance tests for the new diversion pumps, motors, AFDs, SSRV, and the vacuum pump system as well as prove that the Schedule A facilities are ready to continuously deliver the design flow rate into the canal system on a permanent basis.
4. The Schedule B Contractor shall operate the Sankey Canal facilities during the Schedule A Contractor's field testing period described above. All operations shall be scheduled to accommodate the Schedule A Contractor's testing activities.
5. The Schedule A Contractor shall provide a detailed testing activity schedule every day during the field testing period. It shall be a sub-network of the Schedule A Contractor's overall testing and startup schedule and shall be updated daily to reflect the actual planned performance of the work for at least 5 days in advance.
6. After the canal tie-ins are complete, the Facility Performance Demonstrations shall be conducted as a condition precedent to Final Completion.
7. The Schedule B Contractor shall incorporate the detailed activities required to accomplish these sequencing and coordination requirements into his tie-in plan and his construction schedule.
8. The Schedule A Contractor shall incorporate the detailed activities required to accomplish these sequencing and coordination requirements into his construction schedule, Facility Startup Plan, and testing schedule."

8. SECTION 01040 – COORDINATION

On page 01040-7, add new paragraph 1.11 as follows:

“1.11 PRECONSTRUCTION AND CONSTRUCTION VIDEOTAPING

- A. Prepare video tape records of all project work areas and public and private access roads, as described herein, prior to conducting any work at the site or using any roads.
- B. Video records shall be recorded or transferred onto DVD. They shall be high quality recordings, suitable for clear viewing on both computer screens and 42-inch wide screen TVs without distortion or poor focus.
- C. Submit two copies of all video documentation on DVD to the Owner within 2 days of shooting the footage.
- D. Document preconstruction conditions for all work areas, all private properties used as part of the work, all private roads used for any project purpose, and all Sutter County roads used to haul materials and equipment of any kind.
- E. Whether used for the Work or not, document the preconstruction condition of the existing Sacramento River and Natomas Cross Canal levees and all access roads either on, or adjacent to, the levees. Levee documentation shall be provided for all sections of the levees actually used for, or that are adjacent to, the Contractor's material and equipment hauling operations or any other aspect of the Work.
- F. Video documentation shall include detailed footage of the condition of all roads and private property, including close-up views of typical undamaged surfacing and other roadway features, plus close-up views of any pre-existing damage. Supplement video documentation with photographic documentation for all pre-existing damage.
- G. No work, materials delivery or hauling, or equipment delivery of any kind, will be allowed until video documentation for the affected area or roadway is provided to the Owner.
- H. During construction, provide video documentation of any damage to any area covered by preconstruction video documentation. Supplement video documentation with photographic documentation for all damage.

- I. As soon as possible after a portion of the work area is no longer being used for the Work, or a roadway will no longer be used for material or equipment hauling to support the Work, provide video documentation that is substantially the same as the original preconstruction footage to document the post-construction condition of the area or roadway.”

9. SECTION 01500 – CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

On page 01500-5, delete paragraph 2.01.A.1 in its entirety, and replace it with new paragraph 2.01.A.1 as follows:

“1. Engineer’s field office shall be provided as part of Schedule A.”

10. SECTION 01500 – CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

On page 01500-12, add new paragraph H. as follows:

“H. Verona Landing Marina and Campground Temporary Effluent Storage and Disposal:

1. Verona Landing Marina and Campground are located immediately adjacent to and north of the Schedule A work area on the river side of the levee.
2. The Verona Landing and Campground complex has an existing sewage treatment system that provides an unknown level of sewage treatment to the raw sewage generated at the site prior to its disposal via the existing leachfield.
3. For the purposes of this contract, the effluent generated at the Verona Landing and Campground is considered raw sewage. It has peak summertime flows of 1500 gallons per day and wintertime flows less than 1000 gals per day.
4. Demolition work for Schedule A requires the removal of the existing leachfield under the footprint of the new Sankey Diversion site.
5. Schedule A contractor shall provide a temporary effluent disposal storage tank, containment area, shade and rain shelter, and a septic pumping service to periodically pump the storage tank and dispose of the collected effluent.
6. Temporary effluent storage and disposal system shall be installed and functional before existing leachfield is taken out of service and demolished.

7. Minimum storage tank size shall be 5,000 gallons and tank shall be covered and installed on a stable support system.
8. Tank shall be filled with clean water to its maximum capacity after being erected on-site to demonstrate that tank and all connections are watertight. Hold the tank full of water for at least 24-hours to demonstrate its watertightness.
9. The storage tank shall be placed as close as possible to the edge of the Contractor's work area on the south end of the campground area.
10. Provide a secondary containment area suitable to contain the entire tank volume, plus 6-inches of freeboard. Containment materials must have a permeability less than  $1 \times 10^{-6}$  cm/sec.
11. Provide proper drainage around the containment area and provide a shade and rain shelter over the tank and containment area.
12. Shade and rain shelter structure shall be new, wood pole construction, with a wood rainproof roof. Maintain structure in like-new condition for duration of its use.
13. Pump the tank as often as needed to prevent overflow. Dispose of all pumped effluent at a County Health Department approved wastewater treatment plant septage receiving station.
14. Pumping and disposal service shall be provided by an experienced and properly licensed septic tank pumping service.
15. Contractor shall assume that the pumping service will be provided access to the tank site through the Verona Landing Marina and Campground property.
16. Contractor shall assume that the tank will be in place and operational for 30 months. However, once the Wisconsin Mound system in Schedule B is complete and functional, the temporary system may be removed.
17. Contractor shall demolish and remove the tank and structure and regrade and revegetate the containment area and site after the tank is no longer needed.
18. Contractor shall provide and gain approval of detailed shop drawings of the layout and configuration of the tank and piping connections, the containment area, site grading, and the shade and rain shelter at least 60 days prior to demolishing the existing leach field.

19. Contractor shall assume that the Owner will obtain the permits required to place and operate the tank at the site. Contractor shall be responsible for all permits and costs related to the pumping service operations and disposal of the effluent.”

## **VOLUME 2 – SCHEDULE A, SANKEY DIVERSION FACILITIES, SPECIFICATIONS DIVISION 2 THROUGH 16**

11. SECTION 02316 – FILL AND BACKFILL  
On page 5 of Section 02316, delete the last sentence of paragraph 2.07.C in its entirety, beginning with the words “Permeability shall not...” and ending with the words “...accordance with ASTM D5084.”
12. SECTION 05120 – STRUCTURAL STEEL  
On page 4 of Section 05120, delete paragraph 2.05.A.1 in its entirety, beginning with the words “An independent testing...” and ending with the words “...and ASTM A153.” and replace it with the following new paragraph:  
  - “1. An independent testing agency shall be retained by the Contractor and approved by Engineer to inspect and test hot-dip galvanized fabricated items in accordance with ASTM A123 and ASTM A153.”

## **VOLUME 3 – SCHEDULE A, SANKEY DIVERSION FACILITIES, DRAWINGS**

13. DRAWING NUMBER G-10 – MECHANICAL LEGEND AND PIPING SCHEDULE  
In the Piping Schedule at the upper right portion of the drawing, change the LINING/COATING SYSTEM NO. for 36-54 inch diameter, RW service, WSP material, EXP (Exposed), from “CMLC” to “CM/No. 5”.
14. DRAWING NUMBER G-10 – MECHANICAL LEGEND AND PIPING SCHEDULE  
In the Piping Schedule at the upper right portion of the drawing, add the following Notes to Item 5 Lining/Coating:  

“CM: Cement Mortar  
CMLC: Cement Mortar Lined and Coated  
Refer to Specification Section 09900 for Painting Systems and additional requirements.”
15. DRAWING NUMBER SNK-C-6 – SITE PARTIAL PLAN, SECTIONS AND DETAILS  
Add the following Note 3 to the Partial Plan at the upper left portion of the drawing:  
  - “3. Provide privacy slats in chain link fence around perimeter of Control

Building and Valve Vault fenced areas (between Point Nos. 11, 12, 13, 14, 15, 21, 22, and 11).”

16. DRAWING NUMBER SNK-D-1 – DEMOLITION PLAN AND DETAILS

Delete Note 3. in the lower center portion of the drawings and replace it with the following new Note 3:

“3. Contractor shall cap existing effluent line at the conclusion of the Work. During the Work, provide a temporary sewage effluent holding tank and provide pumping and disposal services as specified in Specification Section 01500 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS.”

17. DRAWING NUMBER SNK-YP-3 – DISCHARGE PIPING PROFILE

Delete Drawing No. SNK-YP-3 in its entirety and replace it with revised Drawing No. SNK-YP-3 as contained in Exhibit D of this Addendum No. 5.

18. DRAWING NUMBER SNK-S-20 – PANEL GUIDE DETAILS

In Note 1 at the bottom right portion of the drawing, change the words “ 6” MAX ” to “ 6.5” MAX”.

**VOLUME 4 – SCHEDULE B, SANKEY CANAL FACILITIES, – DIVISION 2, 3, 5, 9, AND 16**

19. SECTION 02222 – STRIPPING AND EXCAVATION

On page 02222-2, paragraph 3.3 Topsoil, subparagraph B., add the following new sentences after the first sentence:

“The 12 inches excavation depth includes the 0.35 feet removed under stripping. The excavated materials, after the 0.35 feet has been removed, may be used within the canal embankment with a minimum three (3) feet of cover of embankment materials.”

20. SECTION 02224 – STRUCTURAL EXCAVATION AND BACKFILL

On page 02224-4, paragraph 3.4 Field Quality Control, subparagraph A., delete the phrase “The following tests will be performed by the Engineer:” and replace it with the phrase “The following tests will be performed by the Contractor:”

21. SECTION 02226 – EMBANKMENT CONSTRUCTION

On page 02226-2, paragraph 2.1 Material, subparagraph A., delete the second sentence of the second paragraph beginning with “Compacted earthfill materials...” and ending with “...thirty (30) and five (5).” and replace it with the following sentences:

“Embankment materials with a liquid limit higher than forty-five (45) may be used within the embankment with a minimum of three (3) feet of cover utilizing

materials with a liquid limit less than forty-five (45). Embankment materials shall have a liquid limit less than fifty-five (55).”

22. SECTION 02226 – EMBANKMENT CONSTRUCTION

On page 02226-6, paragraph 3.8 Field Quality Control, subparagraph A., delete the phrase “The following tests will be performed by the Engineer.” and replace it with the phrase “The following tests will be performed by the Contractor.”

23. SECTION 02226 – EMBANKMENT CONSTRUCTION

On page 02226-7, article 4. MEASUREMENT AND PAYMENT, delete paragraphs 4.1 Measurement and 4.2 Payment in their entirety, including all subparagraphs, and replace them with new paragraphs 4.1 and 4.2 as follows:

“4.1 Measurement

- A. Levee embankment and permanent access ramps will be measured for payment by the cubic yard to the nearest 1.0 cubic yard to the minimum dimensions shown on the plans. The basis for the measurement will be cross sections of the areas to be filled taken after clearing, grubbing, stripping and the theoretical cross sections from the grades, side slopes, crown widths, and other dimensions shown on the plans or modifications thereof as directed by the Engineer, specified herein, with the following limitations:
  - 1. No measurement will be made of additional material resulting from the above-grade tolerance permitted.
  - 2. Volumes occupied by drainage structures will not be included in measurement of canal embankment for payment.
- B. Volumetric quantities will be determined by the average end area method.
- C. Temporary ramps will not be measured for payment. However, the volume of materials used for the construction of the temporary ramp will be deducted from the volumetric quantities for excavation and the levee embankment, unless materials are used in construction of the embankment.

4.2 Payment

- A. Compacted Embankment, measured as specified above will be paid for at the contract unit price per cubic yard, which price will be payment in full for furnishing all labor, materials, tools, equipment and incidentals, and doing all work necessary to construct compacted embankments as specified, including providing

necessary borrow material for the project and hauling of materials from the Borrow Source.

1. Payment will be made for all canal embankment, permanent access ramps, and other fills placed as required within the net cross section.
2. No payment will be made for the embankment foundation preparation, shrinkage of material or materials placed above the net grades and slopes as allowance for shrinkage.
3. Separate payment will not be made for grading beyond the toe of the embankment for items such as filling in low spots or providing surface drainage away from the embankment.
4. No payment will be made for temporary roads or ramps.

B. Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Compacted Embankment	Cubic Yard”

24. SECTION 02230 – AGGREGATE BASE

On pages 02230-3 and 4, article 4. MEASUREMENT AND PAYMENT, delete paragraphs 4.1 Measurement and 4.2 Payment in their entirety, including all subparagraphs, and replace them with new paragraphs 4.1 and 4.2 as follows:

“4.1 Measurement

- A. Aggregate base course will be measured for payment by the ton, to the nearest 0.1 ton. Quantities for payment will be certified by individual truck weight tickets delivered to the Engineer at the time of delivery of each truckload of material. Moisture content not exceeding six percent (6%) by weight will be acceptable in determining payment quantities. Deductions will be made from the certified weight for moisture in excess of this amount and for materials in excess of the allowable thickness. Deductions shall be made for new materials mixed with reused or reclaimed aggregate base materials.
- B. Aggregate base course placed at locations not shown on the plans or approved by the Engineer will not be measured for payment.
- C. Aggregate base course for repairs to pavement areas removed for required excavations will be paid for under this section.

4.2 Payment

- A. Aggregate Base Course will be paid for at the contract price per ton, which price will be payment in full for furnishing all labor, materials, tools, equipment and incidentals, and doing all work necessary to complete the placement of aggregate base course as specified including compacting, shaping, subgrade preparation, and subgrade compaction.
- B. Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Aggregate Base Course	Ton”

25. SECTION 02512 – WELDED STEEL PIPE

On page 02512-3, paragraph 2.1 Steel Pipe and Fittings, subparagraph A., delete item 1. in its entirety, beginning with “ASTM A53,…” and ending with “...Type E or S.”, and replace it with the following new item 1.:

“1. AWWA C-200, minimum yield strength of 42,000 psi.”

26. SECTION 02512 – WELDED STEEL PIPE

On page 02512-4, paragraph 2.2 Protective Coatings, add the following new sentence to the end of subparagraph B:

“Buried sections of the pipe shall be shop wrapped. Exposed pipe shall be coated with polyurethane in accordance with AWWA C-222.”

27. SECTION 02610 – REINFORCED CONCRETE PIPE

On page 02610-3, paragraph 3.1 Earth Work, subparagraph A. Testing., delete the first full sentence beginning with “Engineer will perform…” and ending with “...by these Specifications.” and replace it with the following new sentence:

“Contractor shall perform all compaction testing as required by these Specifications.”

**VOLUME 5 – SCHEDULE B, SANKEY CANAL FACILITIES, DRAWINGS**

28. DRAWING NUMBER G-003 – SCHEDULE OF VALUES

The following items in the SCHEDULE OF VALUES have been revised as shown below:

ITEM	ESTIMATED QUANTITY	UNIT
24" HDPE	216	LF
24" SLIDE GATE	3	EA
MANUAL WHEEL	5	EA
IRRIGATION TURNOUT	2	EA

29. DRAWING NUMBER C-002 – PLAN & PROFILE STA 13+00 TO 28+00

Delete Drawing No. C-002 in its entirety and replace it with revised Drawing No. C-002 as contained in Exhibit E of this Addendum No. 5.

30. DRAWING NUMBER C-301 – VESTAL DRAIN

Delete Drawing No. C-301 in its entirety and replace it with revised Drawing No. C-301 as contained in Exhibit F of this Addendum No. 5.

31. DRAWING NUMBER C-701 – FIELD DRAIN - TURNOUT

Delete Drawing No. C-701 in its entirety and replace it with revised Drawing No. C-701 as contained in Exhibit G of this Addendum No. 5.

32. DRAWING NUMBER C-903 – DETAILS

Add the following note to Drawing C-903:

“Note: Trench Detail 3 shall be used for reinforced concrete pipe. Trench Detail 4 shall be used for HDPE and buried WSP pipe. The gradation for the bedding material for both details is given in Section 02610, Part 3.1 C. Bedding Material.”

NATOMAS MUTUAL WATER COMPANY

Dee Swearingen, General Manager

3/3/2010

Date

**ADDENDUM NO. 5**

**EXHIBITS TABLE OF CONTENTS**

<b>EXHIBIT</b>	<b>DESCRIPTION</b>	<b>NUMBER OF SHEETS</b>
A	Volume 1 Schedules A and B Revised Division 0 Specification Section 00300 – BID FORM	10
B	Volume 1 Schedules A and B Revised Division 0 Specification Section 00500 – AGREEMENT	10
C	Volume 1 Schedules A and B Revised Division 1 Specification Section 01025 – MEASUREMENT AND PAYMENT	10
D	Volume 3 Schedule A Revised Contract Drawing SNK-YP-3	1
E	Volume 5 Schedule B Revised Contract Drawing C-002	1
F	Volume 5 Schedule B Revised Contract Drawing C-301	1
G	Volume 5 Schedule B Revised Contract Drawing C-701	1

**EXHIBIT A**  
**Volume 1**  
**Schedules A and B**  
**Revised Division 0 Specification**  
**Section 00300 – BID FORM**

NOTE TO BIDDER: Use typewriter or BLACK ink for completing this Bid Form.

**BID FORM**

To: Dee Swearingen, General Manager  
Natomas Mutual Water Company

Address: 2601 W. Elkhorn Boulevard  
Rio Linda, California 95673

Project Identification: American Basin Fish Screen & Habitat Improvement Project—  
Sankey Diversion

1. **BIDDER'S DECLARATION AND UNDERSTANDING.**

1.1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

1.2. By signing this Bid Form, Bidder certifies that neither it nor any employee with a proprietary interest in Bidder has ever been disqualified, removed, or otherwise prevented from bidding on or completing a federal, state, or local government project because of a violation of law or a safety regulation.

1.3. In submitting this Bid, Bidder acknowledges and accepts Contractor's representations as more fully set forth in the Agreement Form.

1.4. In submitting this Bid, Bidder certifies Bidder is qualified to do business in the State of California as required by laws, rules, and regulations or, if allowed by statute, covenants to obtain such qualification prior to contract award.

2. **CONTRACT EXECUTION AND BONDS.**

2.1. The undersigned Bidder agrees, if this Bid is accepted, to enter into an Agreement with Owner on the form included in the Bidding Documents to perform and furnish Work as specified or indicated in the Bidding Documents for the Contract Price derived from the Bid and within the Contract Times indicated in the Agreement and in accordance with the other terms and conditions of the Bidding Documents.

**ADDENDUM NO. 5**

**NATOMAS MUTUAL WATER COMPANY  
AMERICAN BASIN FISH SCREEN & HABITAT IMPROVEMENT PROJECT—  
SANKEY DIVERSION**

2.2. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

3. **INSURANCE.**

3.1. Bidder further agrees that the Bid amount(s) stated herein includes specific consideration for the specified insurance coverages.

4. **CONTRACT TIMES.**

4.1. Bidder agrees to accept Contract Times set forth in the Agreement Form.

5. **LIQUIDATED DAMAGES.**

5.1. Bidder accepts the provisions in the Agreement Form as to liquidated damages.

6. **ADDENDA.**

6.1. Bidder hereby acknowledges that it has received Addenda Nos.

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

(Bidder shall insert number of each Addendum received) and agrees that Addenda issued are hereby made part of the Bidding Documents, and Bidder further agrees that this Bid includes impacts resulting from said Addenda.

7. **SALES AND USE TAXES.**

7.1. Bidder agrees that federal, state, and local sales and use taxes are included in stated Bid prices for the Work.

8. **BASE BIDS.**

8.1. **Bid Prices:**

8.1.1. Unit Prices shall be independent of the exact quantity involved and shall be a true representation of the cost to furnish and install said item. Estimated quantities are not guaranteed; they are solely for comparing bids and establishing the initial Contract Price.

8.1.2. Lump sum prices shall include all Work not covered by other bid items.

**8.2. Bid Schedule Combinations and Determination of Apparent Low Bidder:**

8.2.1. Owner reserves the right to award individual contracts for Schedule A and Schedule B, or a single contract for Combined Schedules A and B, as deemed by the Owner to be in the best interests of the Project.

8.2.2. Bidder shall insert Bid prices for Schedule A, Schedule B, or for Combined Schedules A and B.

8.2.3. Insert the words “No Bid” if Bidder is not submitting a Bid for Schedule A, Schedule B, or for Combined Schedules A and B.

8.2.4. Bidders who do not insert Bid prices for Combined Schedules A and B per Article 8.5 below will only be considered for individual awards of Schedule A or Schedule B.

8.2.5. If a Bidder has not submitted a Bid for Combined Schedules A and B per Article 8.5 below, said Bidder will only be considered for award of a single Bid Schedule regardless of the Bidder’s combined bid amounts for Schedules A and B.

8.2.6. If a Bidder is the Apparent Low Bidder for both Schedules A and B, and has not submitted a Bid for Combined Schedules A and B, Bidder will be considered the Apparent Low Bidder for whichever Schedule A or Schedule B contract Owner determines is in the best interests of the Project.

8.2.7. The Apparent Low Bidder for Combined Schedules A and B per Article 8.5 below will be determined solely by the Base Bid per Article 8.5.

8.2.8. If the combined Bid amounts of the Apparent Low Bidder for Schedule A and the Apparent Low Bidder for Schedule B are lower than the Base Bid of the Apparent Low Bidder for Combined Schedules A and B, the individual Apparent Low Bidders for Schedules A and B will be considered the Apparent Low Bidders for the Project.

8.3. Base Bid: Schedule A—Sankey Diversion Facilities:

8.3.1. Lump Sum Work: For the Work on Schedule A—Sankey Diversion Facilities, Bidder further agrees to accept as full payment for the Lump Sum Work proposed within the Bidding Documents, **excluding items listed below**, based upon the undersigned’s own estimate of quantities and costs and including sales, consumer, use, and other taxes, except as provided below, and overhead and profit, the following lump sum of:

\_\_\_\_\_ Dollars  
 and \_\_\_\_\_ Cents      \$ \_\_\_\_\_

8.3.2. Lowest Priced Fish Screen: Bidder further agrees to accept as payment for the Work specified in the Bidding Documents for providing the fish screen listed below. Additional instructions for the Bidder are as follows:

8.3.2.1. Provide Bid price for each fish screen panel type listed below. Selection of the alternate to be provided will be made by Owner from those priced by Bidder as best serves the interest of Owner.

8.3.2.2. Include in the amount bid to furnish the screen panels F.O.B. Project site. Work required to install the fish screen panels and all other work required to fully incorporate the fish screen panels into the Project, complete, shall be included in the bid item for Lump Sum Work shown above in subparagraph 8.2.

<b>FISH SCREEN PANEL AMOUNT BID</b>		
Section: 13020		
Description: Fish Screens – 12 Panels		
<b>Alt</b>	<b>Manufacturer</b>	<b>Amount Bid</b>
A	Wedge Wire	\$
B	Profile Wire (Hendrick Screen Co. B6S)	\$

Lowest Priced Fish Screens (Alt A or B):

\_\_\_\_\_ Dollars  
 and \_\_\_\_\_ Cents      \$ \_\_\_\_\_

8.3.3. Schedule A Base Bid Summary:

8.3.3.1. Lump Sum Work: \$ \_\_\_\_\_

8.3.3.2. Lowest Priced Fish Screens: \$ \_\_\_\_\_

8.3.3.3. TOTAL BASE BID SCHEDULE A \$ \_\_\_\_\_

8.4. Base Bid: Schedule B—Sankey Canal Facilities:

8.4.1. Unit Price Work: For the Work on Schedule B—Sankey Canal Facilities, Bidder further agrees to accept as full payment for the Unit Price Work proposed within the Bidding Documents, based upon the undersigned’s own estimate of costs and including sales, consumer, use, and other taxes, except as provided below, and overhead and profit, the following unit prices:

Item	Unit	Estimated Quantity	Unit Price	Extended Total
B.1 Compacted Embankment	Cubic Yard (CY)	350,000 CY		
B.2 Aggregate Base Course	Ton	1400 Tons		
Total for Unit Price Work				

8.4.2. Lump Sum Work: For the Work on Schedule B—Sankey Canal Facilities, Bidder further agrees to accept as full payment for the Lump Sum Work proposed within the Bidding Documents, based upon the undersigned’s own estimate of quantities and costs and including sales, consumer, use, and other taxes, except as provided below, and overhead and profit, the following lump sum of:

\_\_\_\_\_ Dollars  
 and \_\_\_\_\_ Cents \$ \_\_\_\_\_

**ADDENDUM NO. 5**

NATOMAS MUTUAL WATER COMPANY  
 AMERICAN BASIN FISH SCREEN & HABITAT IMPROVEMENT PROJECT—  
 SANKEY DIVERSION

8.4.3. Base Bid Summary:

8.4.3.1. Unit Price Work: \$ \_\_\_\_\_

8.4.3.2. Lump Sum Work: \$ \_\_\_\_\_

8.4.3.3. TOTAL BASE BID SCHEDULE B  
 \$ \_\_\_\_\_

8.5. Base Bid: Combined Schedules A and B—Sankey Diversion and Sankey Canal Facilities:

8.5.1. Lump Sum Work: For the Work on Schedule A—Sankey Diversion Facilities, Bidder further agrees to accept as full payment for the Lump Sum Work proposed within the Bidding Documents, **excluding items listed below**, based upon the undersigned’s own estimate of quantities and costs and including sales, consumer, use, and other taxes, except as provided below, and overhead and profit, the following lump sum of:

\_\_\_\_\_ Dollars

and \_\_\_\_\_ Cents \$ \_\_\_\_\_

8.5.1. Unit Price Work: For the Work on Schedule B—Sankey Canal Facilities, Bidder further agrees to accept as full payment for the Unit Price Work proposed within the Bidding Documents, based upon the undersigned’s own estimate of costs and including sales, consumer, use, and other taxes, except as provided below, and overhead and profit, the following unit prices:

Item	Unit	Estimated Quantity	Unit Price	Extended Total
B.1 Compacted Embankment	Cubic Yard (CY)	350,000 CY		
B.2 Aggregate Base Course	Ton	1400 Tons		
Total for Unit Price Work				

AMERICAN BASIN FISH SCREEN & HABITAT IMPROVEMENT PROJECT—  
SANKEY DIVERSION

8.5.2. Lump Sum Work: For the Work on Schedule B—Sankey Canal Facilities, Bidder further agrees to accept as full payment for the Lump Sum Work proposed within the Bidding Documents, **excluding items listed below**, based upon the undersigned’s own estimate of quantities and costs and including sales, consumer, use, and other taxes, except as provided below, and overhead and profit, the following lump sum of:

\_\_\_\_\_ Dollars  
and \_\_\_\_\_ Cents \$ \_\_\_\_\_

8.5.3. Lowest Priced Fish Screen: Bidder further agrees to accept as payment for the Work specified in the Bidding Documents for providing the fish screen listed below. Additional instructions for the Bidder are as follows:

8.5.3.1. Provide Bid price for each fish screen panel type listed below. Selection of the alternate to be provided will be made by Owner from those priced by Bidder as best serves the interest of Owner.

8.5.3.2. Include in the amount bid to furnish the screen panels F.O.B. Project site. Work required to install the fish screen panels and all other work required to fully incorporate the fish screen panels into the Project, complete, shall be included in the bid item for Lump Sum Work shown above in subparagraph 8.4.1.

<b>FISH SCREEN PANEL AMOUNT BID</b>		
Section: 13020		
Description: Fish Screens – 12 Panels		
<b>Alt</b>	<b>Manufacturer</b>	<b>Amount Bid</b>
A	Wedge Wire	\$
B	Profile Wire (Hendrick Screen Co. B6S)	\$

Lowest Priced Fish Screens (Alt A or B):

\_\_\_\_\_ Dollars  
and \_\_\_\_\_ Cents \$ \_\_\_\_\_

8.5.4. Combined Schedules A and B Base Bid Summary:

8.5.4.1. Lump Sum Work Schedule A: \$ \_\_\_\_\_

8.5.4.2. Unit Price Work Schedule B: \$ \_\_\_\_\_

8.5.4.3. Lump Sum Work Schedule B: \$ \_\_\_\_\_

8.5.4.4. Lowest Priced Fish Screens: \$ \_\_\_\_\_

8.5.4.5. TOTAL BASE BID COMBINED SCHEDULES A AND B  
\$ \_\_\_\_\_

9. BONDS AND INSURANCE.

9.1. If Bidder is awarded a construction contract from this Bid, the surety who provides the Performance and Payment Bond(s) shall be:

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

Street City State Zip

9.2. Surety listed on U.S. Department of Treasury Circular 570 list, see General Conditions, Paragraph 5.01.B (Yes/No) \_\_\_\_\_.

9.3. Surety has A.M. Best rating of A:X or higher, see Supplementary Conditions, Paragraph SC-5.02.A (Yes/No) \_\_\_\_\_.

9.4. Insurance companies that will provide insurance for the Project have A.M Best rating of A:X or higher, see Supplementary Conditions, Paragraph SC-5.02.A (Yes/No) \_\_\_\_\_.

10. LICENSE.

10.1 Class \_\_\_\_\_, California Contractor License No.: \_\_\_\_\_.

11. BIDDER.

SUBMITTED on \_\_\_\_\_, 2010.

If Bidder is:

An Individual

Name (*typed or printed*): \_\_\_\_\_

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

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(*Signature of general partner – attach evidence of authority to sign*)

Name (*typed or printed*): \_\_\_\_\_

A Corporation

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
(*Signature – attach evidence of authority to sign*)

Name (*typed or printed*): \_\_\_\_\_

Title: \_\_\_\_\_ (CORPORATE SEAL)

Attest: \_\_\_\_\_  
(*Signature of Corporate Secretary*)

Date of Qualification to do business is: \_\_\_\_\_

**ADDENDUM NO. 5**

**NATOMAS MUTUAL WATER COMPANY  
AMERICAN BASIN FISH SCREEN & HABITAT IMPROVEMENT PROJECT—  
SANKEY DIVERSION**

A Joint Venture

Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(*Signature of joint venture partner – attach evidence of authority to sign*)

Name (*typed or printed*): \_\_\_\_\_

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

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

**12. BIDDER CONTACT INFORMATION.**

Bidder's Business Address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

**END OF SECTION**

**EXHIBIT B**  
**Volume 1**  
**Schedules A and B**  
**Revised Division 0 Specification**  
**Section 00500 – AGREEMENT**

**AGREEMENT**

THIS AGREEMENT is by and between Natomas Mutual Water Company  
(Owner) and \_\_\_\_\_  
\_\_\_\_\_  
(Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

1. WORK

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

- a. Schedule A—Sankey Diversion Facilities, including a new fish screen structure, a 434 cfs pumping plant, and appurtenant piping, structures, and facilities on the Sacramento River in Sutter County.
- b. Schedule B—Sankey Canal Facilities, including a new Highline irrigation canal including a pipe bridge and connection to existing irrigation system located south of the Natomas Cross Canal in Sutter County.

2. ENGINEER

2.1. The Project has been designed by CH2M HILL (Schedule A) and Mead & Hunt, Inc. (Schedule B), who will act as Owner's representatives, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

3. CONTRACT TIMES AND LIQUIDATED DAMAGES

3.1. Contract Times:

3.1.1. Contractor shall achieve Substantial Completion no later than October 31, 2012 and Work shall be completed and ready for final payment and acceptance (Final Completion) in accordance with Paragraph 14.07 of the General Conditions no later than December 31, 2012.

3.1.2. Owner has committed to performing no work in the Sacramento River between November 1 of each year and June 1 of the following year. To

protect the levee system and maintain the construction schedule, Owner has established that all cofferdam and sheet pile installation and related Work in the floodway of the Sacramento River must be complete by October 31, 2010 (Intermediate Completion No. 1) and if this is not accomplished, the Project will be delayed.

3.1.3. The completion of the work on Schedule A and Schedule B are interdependent and late completion by one portion of the work has the potential to delay the other. As such, it is important that the work on the two schedules be completed in a coordinated manner. The Owner has established that all of the Work on the portion of Schedule B between the interface point with Schedule A and the Bennett Canal Crossing Structure (inclusive) must be completed and capable of accepting and storing Sacramento River water discharged into the canal by the Schedule A facilities, plus draining said water to the Vestal Drain, all before July 1, 2012 (Intermediate Completion No. 2), or the Project will be delayed.

3.1.4. The completion of the work on Schedule A and Schedule B are interdependent and late completion by one portion of the work has the potential to delay the other. As such, it is important that the work on the two schedules be completed in a coordinated manner. The Owner has established that all of the field, functional, and performance testing required for the Project pumps, motors, AFDs, SSRV, and vacuum pump system must be successfully completed and that the system be capable of continuously delivering Sacramento River water into the Sankey Canal at full design flow before September 1, 2012 (Intermediate Completion No. 3), or the Project will be delayed.

### 3.2. Liquidated Damages:

3.2.1. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph Contract Times above, plus any extensions thereof allowed in accordance with Article 12 of General Conditions. Owner and Contractor also recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner the amounts described below.

3.2.1.1. If the Contractor neglects, refuses, or fails to Substantially Complete the Work within the Contract Times, or any Owner-granted extension thereof, Contractor shall pay Owner the following amount:

3.2.1.1.1. If Schedules A and B are awarded as a combined contract to the same Contractor, Contractor shall pay Owner Ten Thousand Dollars (\$10,000) for each day that expires after the time specified in paragraph Contract Times above, for Substantial Completion until the Work is substantially complete.

3.2.1.1.2. If Schedule A is awarded as a separate individual contract, the Contractor shall pay Owner Five Thousand Dollars (\$5,000) for each day that expires after the time specified in paragraph Contract Times above, for Substantial Completion until the Work is substantially complete.

3.2.1.1.3. If Schedule B is awarded as a separate individual contract, the Contractor shall pay Owner Five Thousand Dollars (\$5,000) for each day that expires after the time specified in paragraph Contract Times above, for Substantial Completion until the Work is substantially complete.

3.2.1.2. After Substantial Completion, if Contractor neglects, refuses, or fails to complete the remaining Work within the Contract Times or any Owner-granted extension thereof, Contractor shall pay Owner the following amount.

3.2.1.2.1. If Schedules A and B are awarded to the same Contractor, Contractor shall pay Owner Two Thousand Five Hundred Dollars (\$2,500) for each day that expires after the time specified in paragraph Contract Times above, for Final Completion until all Work is complete.

3.2.1.2.2. If Schedule A is awarded as a separate individual contract, Schedule A Contractor shall pay Owner Two Thousand Five Hundred Dollars (\$2,500) for each day that expires after the time specified in paragraph Contract Times above, for Final Completion until all Work is complete.

3.2.1.2.3. If Schedule B is awarded as a separate individual contract, Schedule B Contractor shall pay Owner Two Thousand Five Hundred Dollars (\$2,500) for each day that

expires after the time specified in paragraph Contract Times above, for Final Completion until all Work is complete.

3.2.1.3. If Schedule A Contractor neglects, refuses, or fails to complete all cofferdam and sheet pile work in the Sacramento River by October 31, 2010, or by any Owner-granted extension thereof, Schedule A Contractor shall pay Owner Five Thousand Dollars (\$5,000) for each day that expires after the time specified herein for Intermediate Completion No. 1 until all cofferdam and sheet pile work in the Sacramento River is complete.

3.2.1.4. If Schedule B Contractor neglects, refuses, or fails to complete all of the Work on the portion of Schedule B between the interface point with Schedule A and the Bennett Canal Crossing Structure (inclusive) or the same portion of the Schedule B work is not capable of accepting and storing Sacramento River water discharged into the canal by the Schedule A facilities, plus draining said water to the Vestal Drain, all by July 1, 2012, or by any Owner-granted extension thereof, Schedule B Contractor shall pay Owner Five Thousand Dollars (\$5,000) for each day that expires after the time specified herein for Intermediate Completion No. 2 until all of the Work on the portion of Schedule B between the interface point with Schedule A and the Bennett Canal Crossing Structure (inclusive) is complete and capable of accepting and storing Sacramento River water discharged into the canal by the Schedule A facilities, plus draining said water to the Vestal Drain.

3.2.1.5. If Schedule A Contractor neglects, refuses, or fails to successfully complete all of the field, functional, and performance testing required for the Project pumps, motors, AFDs, SSRV, and vacuum pump system or fails to provide a system capable of continuously delivering Sacramento River water into the Sankey Canal at the full design flow rate by September 1, 2012, or by any Owner-granted extension thereof, Schedule A Contractor shall pay Owner Five Thousand Dollars (\$5,000) for each day that expires after the time specified herein for Intermediate Completion No. 3 until all Work on the field, functional, and performance testing required for the Project pumps, motors, AFDs, SSRV, and

vacuum pump system is successfully complete and the system is capable of continuously delivering Sacramento River water into the Sankey Canal at the full design flow rate.

3.2.2. If Schedules A and B are awarded to the same Contractor, liquidated damages will not be assessed by Owner for Intermediate Completion Nos. 2 and 3.

3.2.3. Owner will recover such liquidated damages by deducting the amount owed from the final payment or any retainage held by Owner.

4. CONTRACT PRICE

4.1. Owner will pay Contractor for completion of the Work and in accordance with the conformed Bid, which is included as an Exhibit to this Agreement, an amount equal to the following sum:

\_\_\_\_\_ Dollars  
(Words)

and \_\_\_\_\_ Cents \$ \_\_\_\_\_  
(Words) (Figures)

5. RETAINAGE

5.1. Prior to Final Completion, Owner will retain from progress payments 10 percent of the value of Work completed and 10 percent of the value of stored materials and equipment.

6. CONTRACTOR'S REPRESENTATIONS

6.1. In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

6.1.1. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

6.1.2. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

6.1.3. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

6.1.4. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions. Contractor acknowledges that such reports and drawings are not Contract Documents.

6.1.5. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

6.1.6. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

6.1.7. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

6.1.8. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

6.1.9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

6.1.10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

6.1.11. Contractor certifies that there is no more than one final, unappealable finding of contempt of court by a federal court in last 2 years because of Contractor's failure to comply with a National Labor Relations Board order.

7. CONTRACT DOCUMENTS

7.1. Contents:

7.1.1. The Contract Documents which comprise the entire Agreement between Owner and Contractor concerning the Work are defined in subparagraph 1.01.A.12 of the General Conditions. The Contract Documents are:

7.1.1.1. Advertisement for Bids

7.1.1.2. Instructions to Bidders

7.1.1.3. Bidder's Checklist

7.1.1.4. Bid Form

7.1.1.5. List of Subcontractors (Schedules A, and B, and Combined Schedules A and B)

7.1.1.6. Equipment Supplier Provider List

7.1.1.7. Bid Bond

7.1.1.8. Noncollusion Affidavit

7.1.1.9. Nondiscrimination Clause

7.1.1.10. Drug-Free Workplace Certification

7.1.1.11. Certification Regarding Lobbying

7.1.1.12. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

7.1.1.13. This Agreement

7.1.1.14. Performance Bond

7.1.1.15. Payment Bond

7.1.1.16. General Conditions

7.1.1.17. Supplementary Conditions

7.1.1.18. Specifications as listed in the Table of Contents.

7.1.1.18.1. Division 1—General Requirements applies to both Schedules A and B.

7.1.1.18.2. Divisions 2 through 16 applicable to Schedule A.

7.1.1.18.3. Divisions 2 through 16 applicable to Schedule B.

7.1.1.19. Drawings:

7.1.1.19.1. Consisting of 109 sheets with each sheet bearing the following general title: “American Basin Fish Screen & Habitat Improvement Project—Sankey Diversion” prepared by CH2M HILL are applicable to Schedule A.

7.1.1.19.2. Consisting of 44 sheets with each sheet bearing the following general title: “American Basin Fish Screen & Habitat Improvement Project—Sankey Canal” prepared by Mead & Hunt are applicable to Schedule B.

7.1.1.20. Addenda (numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive).

7.1.1.20.1. Addenda items applicable to Schedule A or Schedule B Specifications or Drawings are considered Contract Documents for the applicable Schedule.

7.1.2. Exhibits to this Agreement (enumerated as follows):

7.1.2.1. Exhibit A to Agreement - State of California Flow Down Provisions

7.1.2.2. Documentation submitted by Contractor prior to Notice of Award

7.1.3. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

7.1.3.1. Notice to Proceed

7.1.3.2. Work Change Directives

7.1.3.3. Change Order(s)

7.2. The Contract Documents may only be amended, modified, or supplemented as provided in Article 3.04 of the General Conditions.

8. WORKERS COMPENSATION INSURANCE

8.1. By signing this Agreement I, Contractor, hereby attests that I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Agreement.

9. MISCELLANEOUS

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

9.2. Successors and Assigns: Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

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

9.4. Assignment of Contract:

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

**ADDENDUM NO. 5**

**NATOMAS MUTUAL WATER COMPANY  
AMERICAN BASIN FISH SCREEN & HABITAT IMPROVEMENT PROJECT—  
SANKEY DIVERSION**

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on \_\_\_\_\_, 2010 (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

Natomas Mutual Water Company \_\_\_\_\_

\_\_\_\_\_

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

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

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

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

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

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

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

Address for giving notices:

Address for giving notices:

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

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

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

License No. \_\_\_\_\_  
(Where applicable)

Agent for service or process: \_\_\_\_\_  
\_\_\_\_\_

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

**END OF SECTION**

**EXHIBIT C**  
**Volume 1**  
**Schedules A and B**  
**Revised Division 1 Specification**  
**Section 01025 – MEASUREMENT AND PAYMENT**

**SECTION 01025  
MEASUREMENT AND PAYMENT**

**PART 1 GENERAL**

1.01 SUBMITTALS

A. Informational Submittals:

1. Schedule of Values: Submit on Contractor's standard form with format and content consistent with requirements specified herein.
2. Schedule of Estimated Progress Payments:
  - a. Submit with initially acceptable Schedule of Values.
  - b. Submit adjustments thereto with Application for Payment.
3. Application for Payment.
4. Final Application for Payment.

1.02 SCHEDULE OF VALUES

A. Submit a Schedule of Values for all of the Work within 15 calendar days after Execution of the Contract. The Schedule of Values for all of the Work shall include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Component parts shall include, but not be limited to, the following:

1. Schedule A—Sankey Diversion Facilities:
  - a. Bonds and insurance.
  - b. Mobilization and Site offices.
  - c. Construction surveying.
  - d. Temporary Effluent Storage and Disposal (provide monthly amount).
  - e. Cofferdam.
  - f. H-piles.
  - g. Tremmie seal.
  - h. Training walls (breakdown by location and by sheet pile and anchor work).
  - i. Access Road Fill.
  - j. Access Bridge Abutments.
  - k. Access Bridges.
  - l. Debris Boom and piles.
  - m. Dredging and dewatering.
  - n. Riprap.

- o. Site Work (breakdown by area and work type).
  - p. Miscellaneous fills (breakdown by location and fill type).
  - q. Discharge pipelines.
  - r. Concrete fish screen and pumping structure.
  - s. Irrigation pumps and AFDs.
  - t. Vacuum pumping system.
  - u. Installation of equipment (breakdown by specific equipment).
  - v. Sediment jetting pump and piping.
  - w. Fish screen panels.
  - x. Solid panels.
  - y. Fish screen brush cleaner.
  - z. Valve vault (including structural and mechanical).
  - aa. Canal Outfall Structure.
  - bb. Control Building.
  - cc. All other piping and mechanical equipment (breakdown by individual component)
  - dd. All other structures (breakdown by structure).
  - ee. Instruments and control panels (breakdown by instrument and control panel).
  - ff. Electrical panels (breakdown by panel).
  - gg. All other electrical work (breakdown by location and work type).
  - hh. Pipe leakage testing.
  - ii. Testing and startup (breakdown by testing type and location).
  - jj. Cleanup.
  - kk. Demobilization.
2. Schedule B—Sankey Canal Facilities:
- a. Bonds and insurance.
  - b. Mobilization and Site offices.
  - c. Construction surveying.
  - d. Temporary Drainage and Dewatering (breakdown by location and type of work).
  - e. Site clearing, grubbing, and stripping (breakdown by type of work).
  - f. Borrow site excavation.
  - g. Borrow site hauling.
  - h. General excavation.
  - i. New Canal embankment compaction and trimming.
  - j. Access road and ramps fill (breakdown by location and fill type).
  - k. Miscellaneous fills (breakdown by location and fill type).
  - l. Drainage ditch.
  - m. Rice boxes.
  - n. Riprap.
  - o. Piping (breakdown by location, size and type).

AMERICAN BASIN FISH SCREEN & HABITAT IMPROVEMENT PROJECT—  
SANKEY DIVERSION

- p. Twin track weirs (breakdown by location).
  - q. Cast-in-place concrete work (breakdown by location and type of work).
  - r. Hydroseeding.
  - s. Native Seeding.
  - t. Stilling wells and level transducers.
  - u. Hibernacula.
  - v. Motor-actuated slide gates (breakdown by location and size).
  - w. Slide gate controls and control panels (breakdown by location and equipment type).
  - x. Electrical service poles installation and transformers (breakdown by location).
  - y. Flowmeters and SCADA equipment.
  - z. Electrical equipment concrete service pads.
  - aa. Electrical appurtenances (breakdown by location and equipment type).
  - bb. Wisconsin Mound System and forcemain.
- B. These discrete Work items shall be presented separately and distinctly for each individual structure and improvement, as applicable. Such prices shall include an appropriate amount of overhead and profit applicable to each item of Work. Modify Schedule of Values as necessary to meet approval of Owner and Engineer. Application for payment will not be accepted by Engineer until approval has been given on Contractor's Schedule of Values.
- C. Unit Price Work: Reflect unit price quantity and price breakdown from conformed Bid Form.
- D. Lump Sum Work: Reflect total contract price in consideration of unit price work.
- E. An unbalanced or front-end loaded schedule will not be acceptable.
- F. Summation of the complete Schedule of Values representing all Work shall equal the Contract Price.
- G. Submit Schedule of Values on compact disk (CD) in a spreadsheet format compatible with the latest version of Microsoft Excel.
- H. Upon request of Engineer, provide support documentation to support the accuracy of the Schedule of Values.

**1.03 SCHEDULE OF ESTIMATED PROGRESS PAYMENTS**

- A. Provide listing of projected pay requests throughout Contract Times aggregating initial Contract Price.
- B. Base projected progress payments on initially accepted progress schedule. Adjust monthly to reflect subsequent adjustments in progress schedule and Contract Price as reflected in change orders to the Contract Documents.

**1.04 APPLICATION FOR PAYMENT**

- A. Transmittal Summary Form: Attach one Summary Form with each detailed Application for Payment for each schedule and include Request for Payment of Materials and Equipment on Hand as applicable. Execute certification by authorized officer of Contractor.
- B. Use detailed Application for Payment Form suitable to Engineer.
- C. Provide separate form for each schedule as applicable.
- D. Include accepted and updated Schedule of Values for each schedule or portion of lump sum Work and the unit price breakdown for work to be paid on unit price basis.
- E. Preparation:
  - 1. Round values to nearest dollar.
  - 2. List each Change Order executed prior to date of submission as separate line item. Totals to equal those shown on the Transmittal Summary Form for each schedule as applicable.
  - 3. Submit Application for Payment, including a Transmittal Summary Form and detailed Application for Payment Form(s) for each schedule as applicable, a listing of materials on hand for each schedule as applicable, and such supporting data as may be requested by Engineer.

**1.05 MEASUREMENT**

- A. Weighing, measuring, and metering devices used to measure quantity of materials for Work shall be suitable for purpose intended and conform to tolerances and specifications as specified in National Institute of Standards and Technology, Handbook 44.
- B. Whenever pay quantities of material are determined by weight, material shall be weighed on scales furnished by Contractor and certified accurate by state

agency responsible. Weight or load slip shall be obtained from weigher and delivered to Owner's representative at point of delivery of material.

- C. Vehicles used to haul material being paid for by weight shall be weighed empty daily and at such additional times as required by Engineer. Each vehicle shall bear a plainly legible identification mark.
- D. Materials that are specified for measurement by the cubic yard measured in the vehicle shall be hauled in vehicles of such type and size that actual contents may be readily and accurately determined. Unless all vehicles are of uniform capacity, each vehicle must bear a plainly legible identification mark indicating its water level capacity. Vehicles shall be loaded to at least their water level capacity. Loads hauled in vehicles not meeting above requirements or loads of a quantity less than the capacity of the vehicle, measured after being leveled off as above provided, will be subject to rejection, and no compensation will be allowed for such material.
- E. Measurement will be made for unit price items as described in the applicable Technical Specifications.

#### 1.06 PAYMENT

- A. General:
  - 1. Progress payments will be made within 90 days of receipt of an acceptable Contractor's Application for Payment.
  - 2. Contractor's Application for Payment shall be submitted monthly with the date for submission established at the Preconstruction Conference.
- B. Payment for Lump Sum work covers all Work as shown. Payment will be made in accordance with the Schedule of values and the percentage complete.
- C. Payment for unit price items covers all labor, materials and services necessary to furnish and install the unit price items, as described in the applicable Technical Specifications.
- D. Payment for all the Work shown or specified in Contract Documents is included in the Contract Price.

1.07 NONPAYMENT FOR REJECTED OR UNUSED PRODUCTS

A. Payment will not be made for following:

1. Loading, hauling, and disposing of rejected material.
2. Quantities of material wasted or disposed of in manner not called for or allowed under Contract Documents.
3. Rejected loads of material, including material rejected after it has been placed by reason of failure of Contractor to conform to provisions of Contract Documents.
4. Material not unloaded from transporting vehicle.
5. Defective Work not accepted by Owner.
6. Material remaining on hand after completion of Work, unless required under Contract to be turned over to Owner.

1.08 PARTIAL PAYMENT FOR STORED MATERIALS AND EQUIPMENT

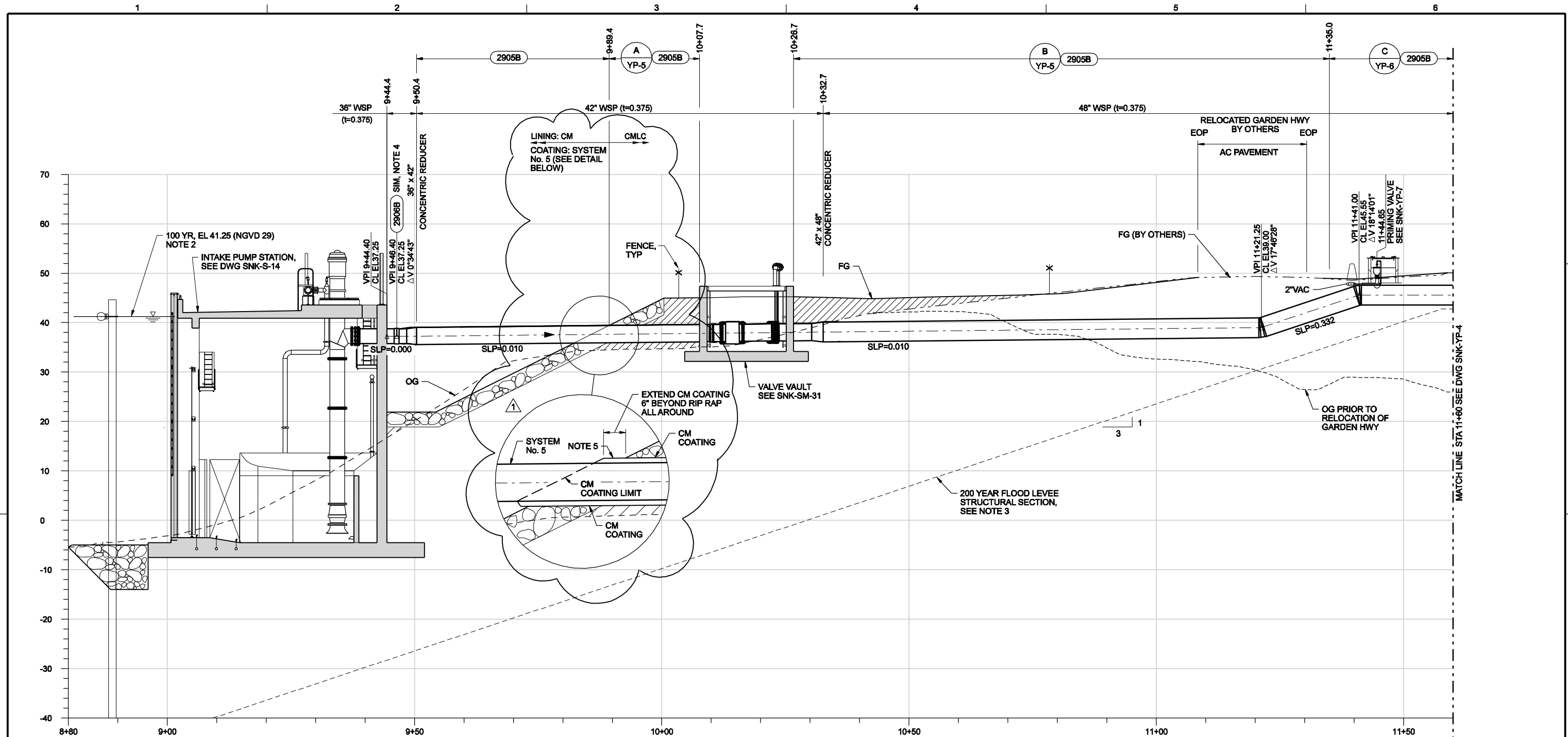
- A. Partial Payment: No partial payments will be made for materials and equipment delivered or stored unless Shop Drawings or preliminary operation and maintenance manuals are acceptable to Engineer.
- B. Final Payment: Will be made only for products incorporated in Work; remaining products, for which partial payments have been made, shall revert to Contractor unless otherwise agreed, and partial payments made for those items will be deducted from final payment.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**

**EXHIBIT D**  
**Volume 3**  
**Schedule A**  
**Revised Contract Drawing SNK-YP-3**



**NOTES:**

1. STATIONING SHOWN FOR PIPE 3. ACTUAL STATIONING AND LENGTHS FOR PIPE 1, 2, 4 & 5 WILL VARY.
2. FEMA CRITERIA 100 YEAR WATER SURFACE ELEVATIONS FROM SACRAMENTO RIVER UNET MODEL SIMULATIONS 6/4/08 PROVIDED BY MBK ENGINEERS.
3. CONTRACTOR SHALL NOT EXCAVATE INTO 200 YEAR FLOOD LEVEE STRUCTURAL SECTION. TOP ELEVATION IS 42.74.
4. USE FULL FILLET WELD INSIDE AND OUTSIDE, T = 1/16"
5. CM COATING/SYSTEM No. 5 COATING OVERLAP SHALL BE 3-INCHES MIN. OVERLAP PRIMER BENEATH THE CM COATING. OVERLAP TOP COAT OVER CM COATING.

**"R" LINE PROFILE**

V= 1"=10'  
H= 1"=10'



DSGN	W OHLIN				
DR	B CHELONIS				
CHK	P RYAN	2/24/10	ADDENDUM No. 5	BMI	PKR
APVD	P RYAN	NO.	DATE	BY	APVD
			REVISION		

**VERIFY SCALE**  
 BAR IS ONE INCH ON ORIGINAL DRAWING.  
 0 1"  
 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

**CH2MHILL**  
 AREA OFFICE: 2485 NATOMAS PARK DR. SUITE 600 SACRAMENTO, CA 95833 (916) 920-0300  
 DESIGN OFFICE: 2525 AIRPARK DR. REDDING, CA 96001 (530) 243-5631

**NATOMAS MUTUAL WATER COMPANY**  
 AMERICAN BASIN FISH SCREEN AND HABITAT IMPROVEMENT PROJECT - SANKEY DIVERSION

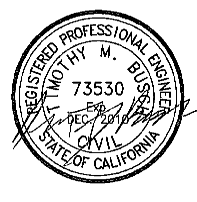
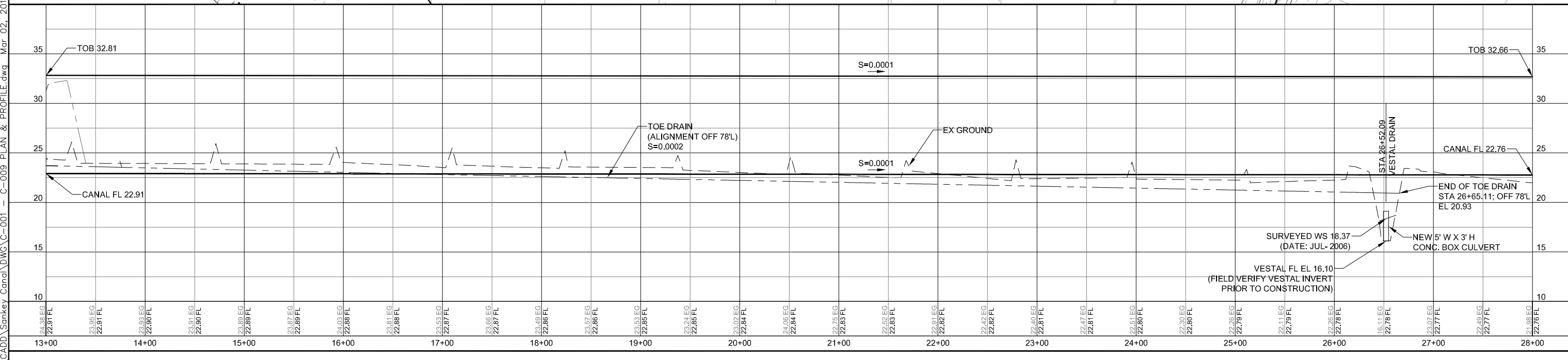
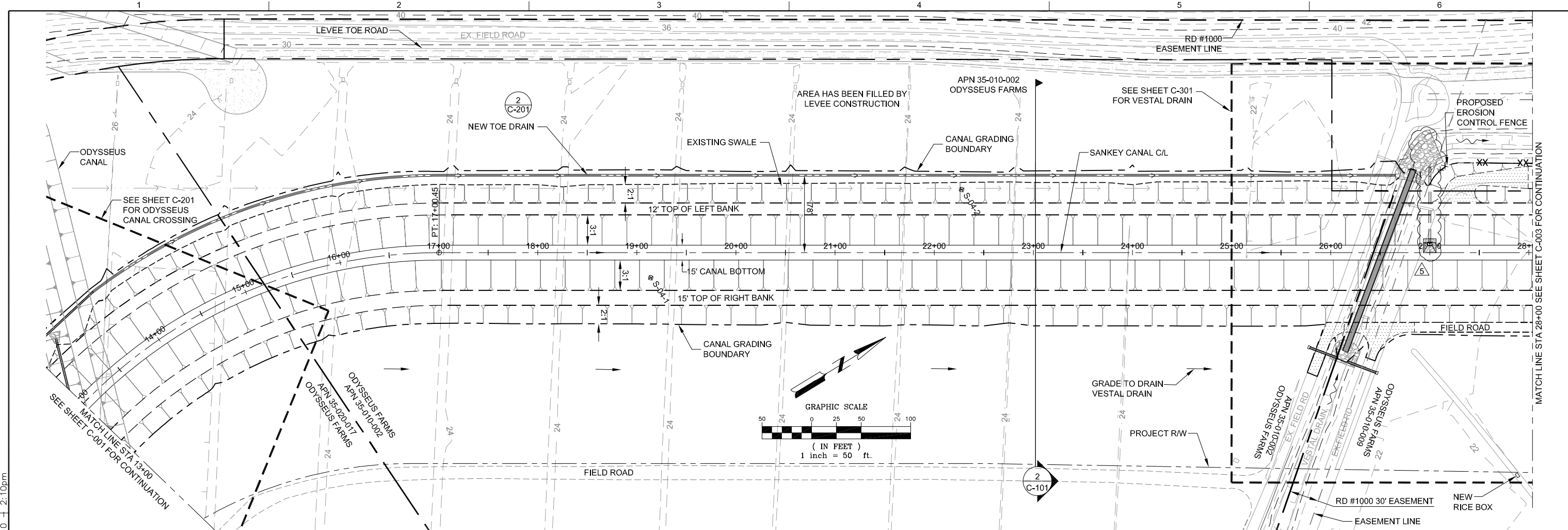
**SCHEDULE A - SANKEY DIVERSION FACILITIES**  
 DISCHARGE PIPING PROFILE

SHEET	24
DWG	SNK-YP-3
DATE	JANUARY 2010
PROJ	172791

THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN ARE AN INSTRUMENT OF PROFESSIONAL SERVICE AND ARE THE PROPERTY OF CH2M HILL. REUSE OF DOCUMENTS: CH2M HILL AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF CH2M HILL.

**EXHIBIT E**  
**Volume 5**  
**Schedule B**  
**Revised Contract Drawing C-002**

S:\14154-00\07001\TECH\CADD\Sankey Canal\DWG\C-001 - C-009 PLAN & PROFILE.dwg Mar 02, 2010 2:10pm



DSGN	TNT			
DR	JTH			
CHK	SRS	5	3/2/10	
APVD	TMB	NO.	DATE	

ADDENDUM 5  
REVISION

BY JTH TMB  
APVD

VERIFY SCALE  
BAR IS ONE INCH ON ORIGINAL DRAWING.  
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.



Mead & Hunt, Inc.  
180 Promenade Circle,  
Suite 240  
Sacramento, CA 95834  
916.971.3961  
fax: 916.971.0578  
www.meadhunt.com



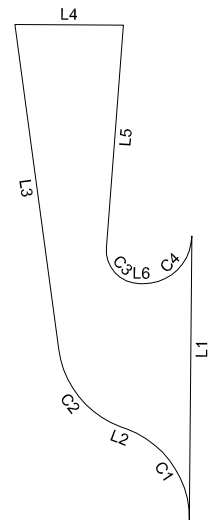
NATOMAS MUTUAL WATER COMPANY  
AMERICAN BASIN FISH SCREEN AND HABITAT IMPROVEMENT PROJECT  
LANDSIDE FACILITIES

CIVIL  
SCHEDULE B - SANKEY CANAL FACILITIES  
PLAN & PROFILE - STA 13+00 TO 28+00

SHEET	7
DWG	C-002
DATE	JANUARY 2010
PROJ	14154-00-07001

THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF MEAD & HUNT. REUSE OF DOCUMENTS: MEAD & HUNT AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF MEAD & HUNT.

**EXHIBIT F**  
**Volume 5**  
**Schedule B**  
**Revised Contract Drawing C-301**



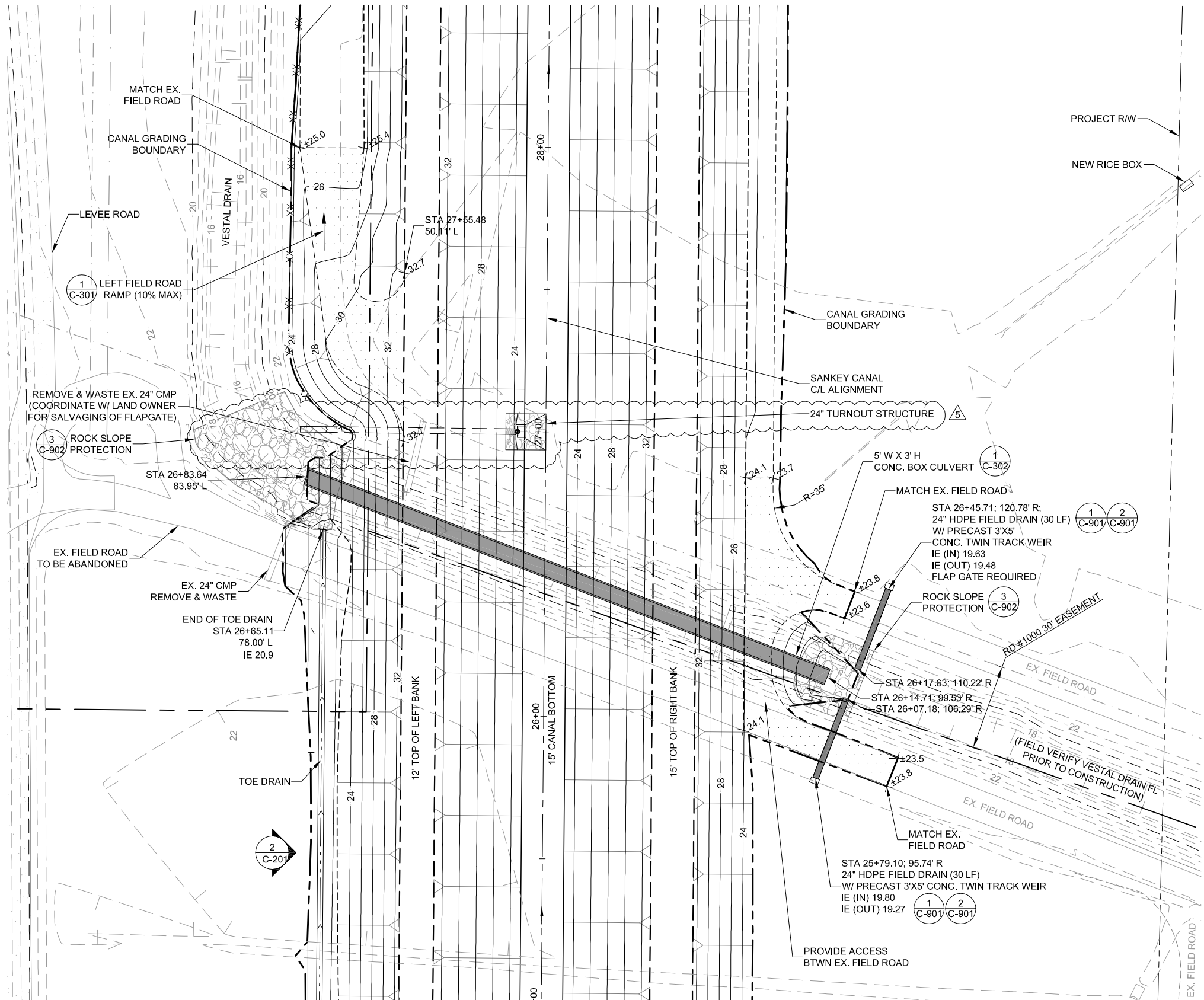
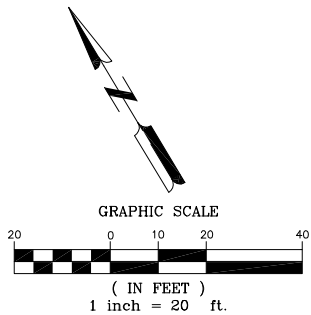
LINE DATA		
SEGMENT	LENGTH	DIRECTION
L1	59.11	S31° 27' 25"W
L2	1.43	N38° 36' 32"W
L3	68.30	N23° 21' 04"E
L4	22.54	S58° 36' 32"E
L5	46.44	S35° 21' 03"W
L6	0.77	S58° 33' 00"E

PARCEL CURVE DATA			
SEGMENT	LENGTH	RADIUS	DELTA
C1	24.46	20.00	70.06
C2	21.63	20.00	61.96
C3	11.47	7.00	93.90
C4	15.70	10.00	89.97

**LEFT FIELD ROAD RAMP GEOMETRY**

SCALE 1"=20'

NOTE:  
TEMPORARY DEWATERING PUMPING AND PIPING MAY BE NECESSARY TO CONTINUE DRAINAGE FROM VESTAL DRAIN DURING CONSTRUCTION



DSGN	TNT								
DR	JTH								
CHK	SRS	5	3/2/10						
APVD	TMB	NO.	DATE	ADDENDUM 5	REVISION	BY	TMB	APVD	

VERIFY SCALE  
BAR IS ONE INCH ON ORIGINAL DRAWING.  
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

**MEAD HUNT**  
www.meadhunt.com

Mead & Hunt, Inc.  
180 Promenade Circle,  
Suite 240  
Sacramento, CA 95834  
916.971.3961  
fax: 916.971.0578

**NATOMAS MUTUAL WATER COMPANY**  
AMERICAN BASIN FISH SCREEN AND HABITAT IMPROVEMENT PROJECT  
LANDSIDE FACILITIES

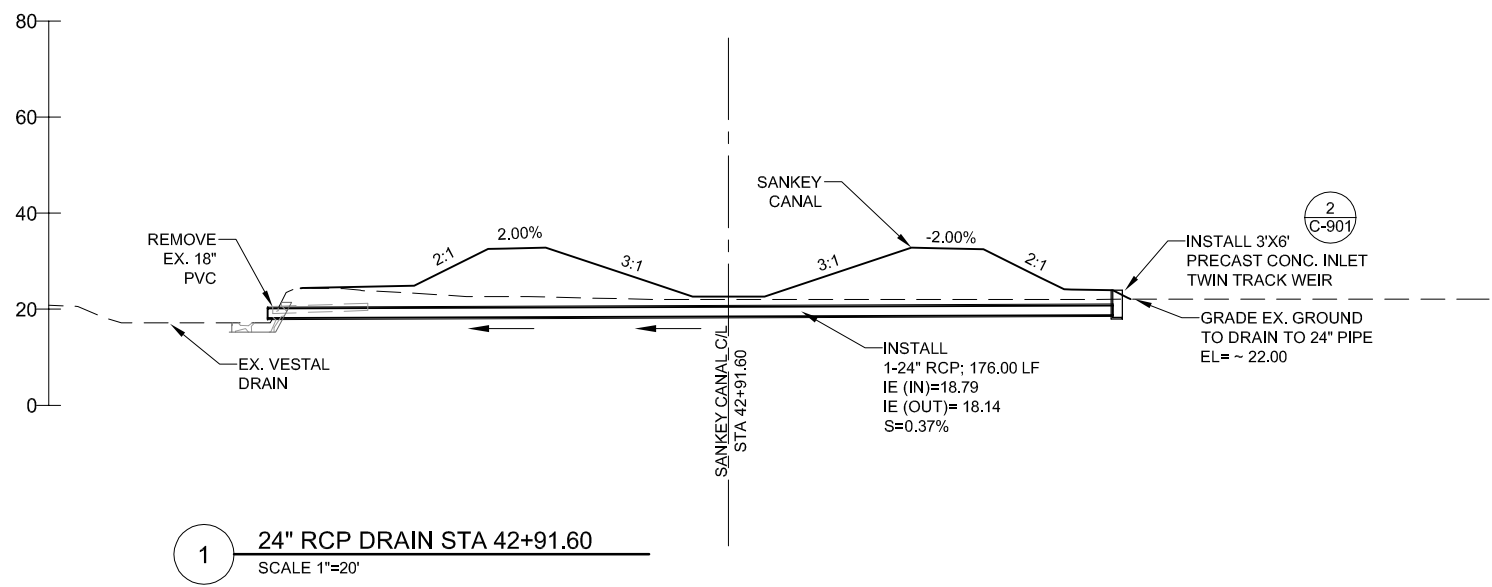
CIVIL  
**SCHEDULE B - SANKEY CANAL FACILITIES VESTAL DRAIN**

SHEET	19
DWG	C-301
DATE	JANUARY 2010
PROJ	14154-00-07001

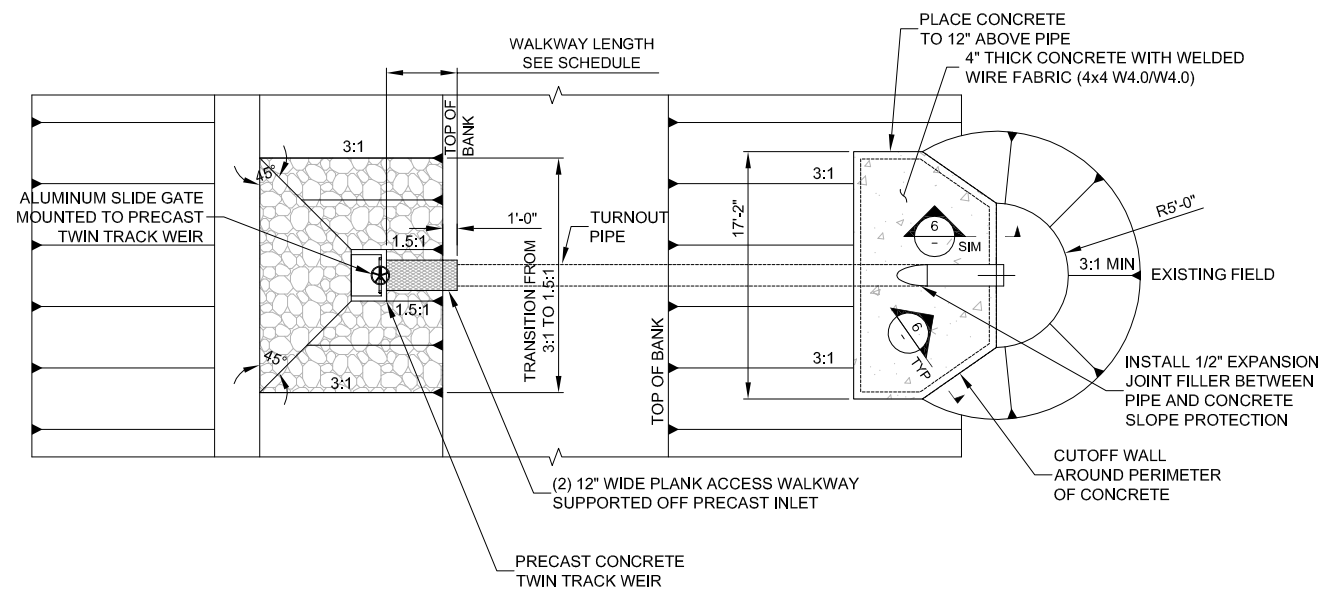
S:\14154-00\07001\TECH\CADD\Sankey Canal\DWG\C-301 VESTAL DRAIN.dwg Mar 02, 2010 - 2:11pm

THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN AS AN INSTRUMENT OF PROFESSIONAL SERVICE IS THE PROPERTY OF MEAD & HUNT. REUSE OF DOCUMENTS: MEAD & HUNT AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF MEAD & HUNT.

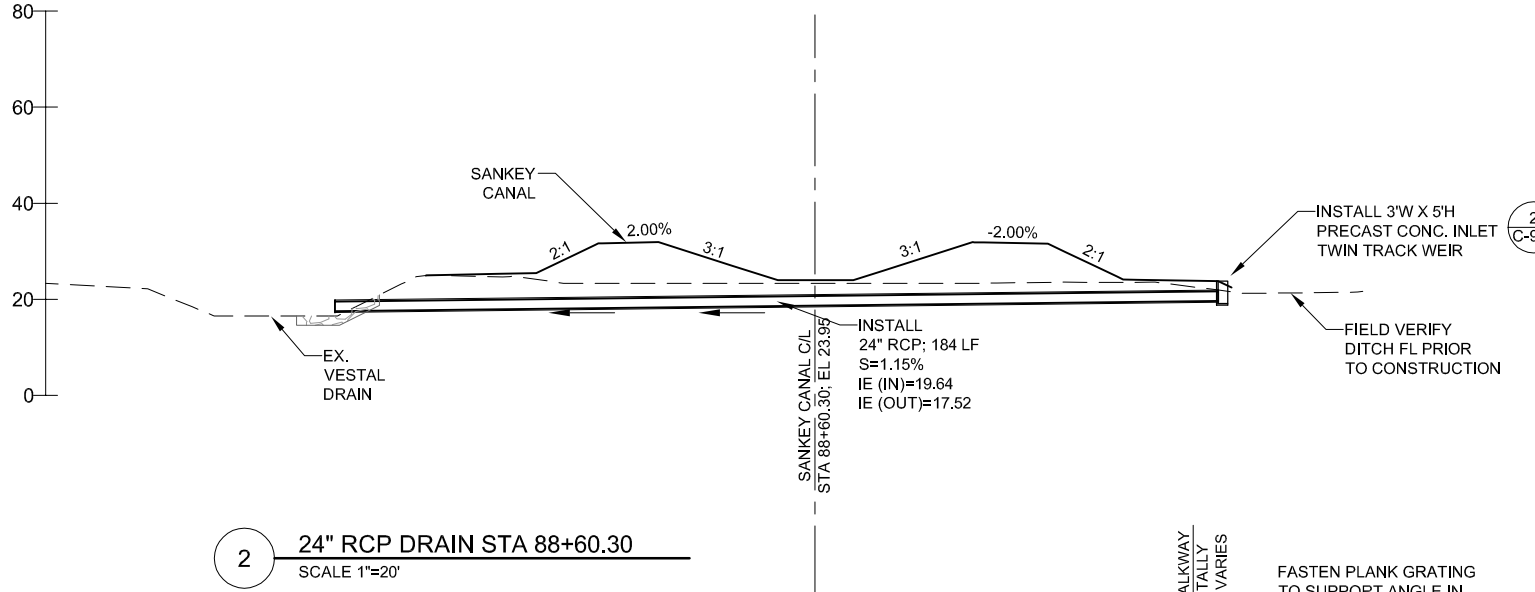
**EXHIBIT G**  
**Volume 5**  
**Schedule B**  
**Revised Contract Drawing C-701**



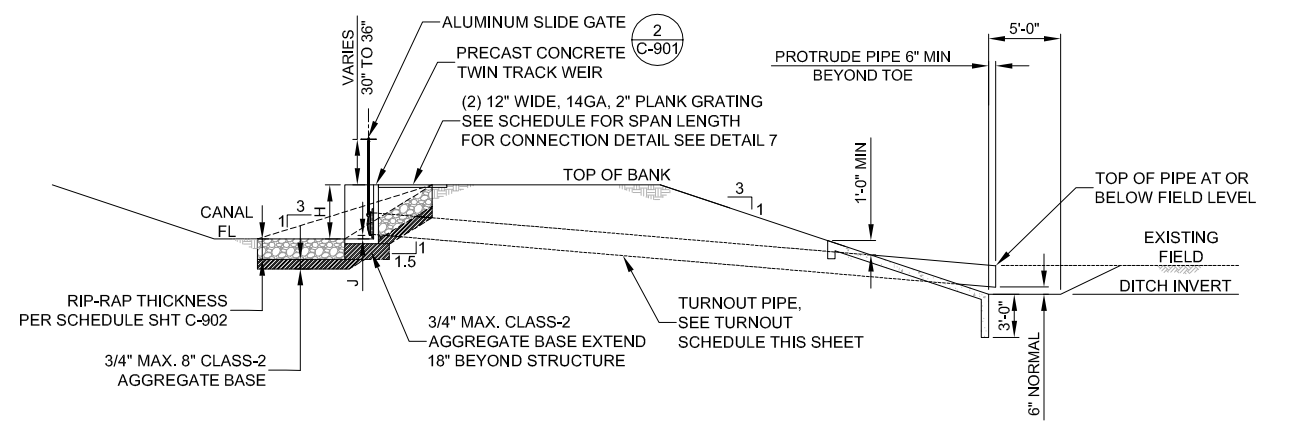
1 24" RCP DRAIN STA 42+91.60  
SCALE 1"=20'



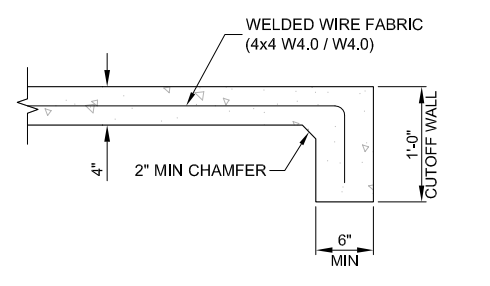
3 TURNOUT PLAN VIEW (TYP.)  
SCALE: NTS



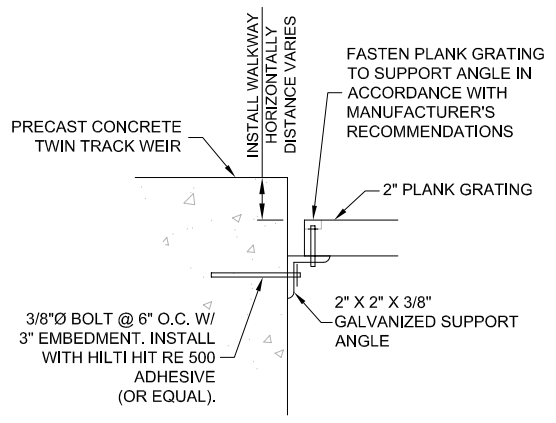
2 24" RCP DRAIN STA 88+60.30  
SCALE 1"=20'



4 TURNOUT ELEVATION VIEW (TYP.)  
SCALE: NTS



6 CONCRETE SLOPE PROTECTION  
TYPICAL SECTION  
SCALE: 1" = 10'

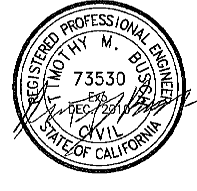


7 WALKWAY SUPPORT DETAIL  
SCALE: 1" = 4'

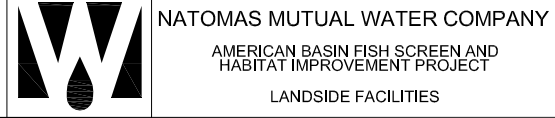
DITCH & FIELD TURNOUT PIPE SCHEDULE										
SHEET #	OUTFALL TO	HOPE PIPE SIZE (IN)	PIPE LENGTH (FT)	PIPE INLET INVERT	INLET STATION/OFFSET	*PIPE OUTLET INVERT	OUTLET STATION/OFFSET	WALKWAY SPAN LENGTH	ALUMINUM SLIDE GATE	TWIN TRACK WEIR
C-005, C-401, C-402	DITCH	24"	32	25.92	65+43.87; 125.50 R	24.80	65+11.87; 125.50 R	4.7'	24"	4'W X 6'H
C-005, C-401, C-402	FIELD	18"	38	26.39	65+57.71; 113.00 R	24.30	65+95.71; 113.00 R	6.0'	18"	3'W X 6'H
C-002, C-301	VESTAL DRAIN	24"	76	23.29	27+00.00	21.00	27+00.00; 86.25 L	10.25'	24"	3'W X 6'H

\* TOP OF PIPE SHALL BE AT OR BELOW EXISTING FIELD ELEVATION. OUTFALLS TO DITCHES SHALL USE EXISTING DITCH FLOWLINE AS DOWNSTREAM INVERT ELEVATION. PIPE INVERTS AND LENGTHS SHOWN IN TABLE SHALL BE FIELD VERIFIED.

5 TURNOUT SCHEDULE



DSGN	TNT									
DR	JTH									
CHK	SRS	5	3/2/10							
APVD	TMB	NO.	DATE	ADDENDUM 5	REVISION	JTH	TMB	APVD		



CIVIL  
SCHEDULE B - SANKEY CANAL FACILITIES  
FIELD DRAIN-TURNOUT

SHEET	32
DWG	C-701
DATE	JANUARY 2010
PROJ	14154-00-07001

S:\14154-00\07001\TECH\CADD\Sankey Canal\DWG\C-701 FIELD DRAIN.dwg Mar 02, 2010 - 2:44pm

REUSE OF DOCUMENTS: THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF MEAD & HUNT. IT IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF MEAD & HUNT.