

2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 18 November 2002	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. <i>(If applicable)</i>
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6. ISSUED BY LOS ANGELES DISTRICT, COE CESPL-CT-WEST REGION BRANCH P.O. BOX 532711 LOS ANGELES, CA 90053-2325	7. ADMINISTERED BY <i>(If other than Item 6)</i>
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8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i>	(✓)	9A. AMENDMENT OF SOLICITATION NO. DACW09-02-B-0004
	X	9B. DATED <i>(SEE ITEM 11)</i> 17 OCTOBER 2002
		10A. MODIFICATION OF CONTRACTS/ORDER NO.
		10B. DATED <i>(SEE ITEM 13)</i>

CODE	FACILITY CODE	11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
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The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: <i>(Specify authority)</i> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES <i>(such as changes in paying office, appropriation date, etc.)</i> SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER <i>(Specify type of modification and authority)</i>

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*
**PRADO DAM EMBANKMENT AND OUTLET WORKS,
 RIVERSIDE COUNTY, CA**

This amendment is issued to:

- a. CHANGE Bid Opening Date to 6 FEBRUARY 2003
- b. REVISE SF1442 - Solicitation, Offer, and Award
- c. REPLACE 01200.pdf with 01200_2.pdf; SECTION 01200, GENERAL REQUIREMENTS
- d. REPLACE 02130.pdf with 02130_2.pdf; SECTION 02130, DIVERSION AND CONTROL OF WATER

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER <i>(Type or print)</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i>
15B. CONTRACTOR/OFFEROR _____ <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA BY _____ <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>		1. SOLICITATION NO. DACW09-02-B-0004	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 18 November 2002	PAGE OF PAGES
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.					
4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO. Prado Dam Embankment and Outlet Works	
7. ISSUED BY U.S. Army Corps of Engineers Los Angeles District, West Region Branch P. O. Box 532711, CESPL-CT-W Los Angeles, CA 90053-2325		8. ADDRESS OFFER TO U.S. Army Corps of Engineers Los Angeles District, West Region Branch P. O. Box 532711, CESPL-CT-W Los Angeles, CA 90053-2325		CODE	
9. FOR INFORMATION CALL A. NAME Cindy Myrtetus		B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 213/452-3247; cynthia.h.myrtetus@usace.army.mil			

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

PRADO DAM EMBANKMENT AND OUTLET WORKS, RIVERSIDE COUNTY, CALIFORNIA

This project consists of raising the existing earthen dam approximately 28' and the construction of a new gated outlet works. Work will include earth & rock work, construction of concrete control tower & channel structures, steel access bridge, mechanical, plumbing & electrical work for the control structure, fabrication & installation of regulating outlet gates, instrumentation, demolition of the existing control tower, sewer line relocation, site clearing, excavation and fill, A.C. paving and appurtenant work. The estimated cost range of the project is between \$25,000,000.00 and \$100,000,000.00.

This is an UNRESTRICTED procurement; all responsible sources may submit an offer.

This amendment is issued to change the closing date from 10 December 2002 to 06 February 2003*

* Denotes items changed.

11. The Contractor shall begin performance within _____ * calendar days and complete it within _____ * calendar days after receiving
 award, notice to proceed. This performance period is mandatory, negotiable. (See * SECTION 00800 .)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?
 (If "YES," indicate within how many calendar days after award in Item 12B.)
 YES NO

12B. CALENDAR DAYS
 10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 1:00 pm (hour) local time
06 FEBRUARY 2003 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee is, is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

15. TELEPHONE NO. (Include area code)

16. REMITTANCE ADDRESS (Include only if different than Item 14)

CODE FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS

SEE PRICE SCHEDULE

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(Type or print)

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 Copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

10 U.S.C 2304(c) () 41 U.S.C 253(c) ()

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

28. NEGOTIATED AGREEMENT *Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

29. AWARD *(Contractor is not required to sign this document.)* Your offer on this solicitation is hereby accepted as to the items listed. This award summarizes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31A. NAME OF CONTRACTING OFFICER *(Type or print)*

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

BY

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SECTION 01200

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SECTION 01200

GENERAL REQUIREMENTS

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

ENGINEERING MANUALS (EM)

EM 385-1-1 (1996) U.S. Army Corps of Engineers Safety and Health Requirements Manual

FEDERAL SPECIFICATIONS (FS)

FS FF-B-575 (Rev C) Bolts, Hexagon and Square
FS FF-N-105 (Rev B; Am 3 Int Am 4) Nails, Brads, Staples and Spikes: Wire, Cut and Wrought
FS FF-N-836 (Rev B; Am 2) Nut: Square, Hexagon, Cap, Slotted, Castle, Knurled, Welding and Single Ball Seat
FS MM-L-751 (Rev H) Lumber; Softwood
FS TT-E-529 (Rev D) Enamel, Alkyd, Semi-Gloss
FS TT-P-25 (Rev E; Am 2) Primer Coating, Exterior (Undercoat for Wood, Ready-Mixed, White and Tints)

NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST)

NIST PS 1 (1983) Construction and Industrial Plywood

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Location of Contractor's Office

SD-02 Shop Drawings

Temporary Access and Haul Roads; G.

1.3 CONSTRUCTION SIGNS

The Contractor shall construct and/or erect the following signs. The signs shall be erected as soon as possible and within 15 days after commencement of work under this contract.

1.3.1 Construction Signs Shall Meet The Following Material Requirements

- a. Lumber shall conform to FS MM-L-751, and shall be seasoned Douglas Fir, S4S, Grade D or better except that posts, braces and spacers shall be construction Grade (WCLB).
- b. Plywood shall conform to NIST PS 1, grade A-C, Group 1, exterior type.
- c. Bolts, Nuts and Nails. Bolts shall conform to FS FF-B-575, nuts shall conform to FS FF-N-836, and nails shall conform to FS FF-N-105.
- d. Paints and Oils. Paints shall conform to FS TT-P-25 for primer and FS TT-E-529 for finish paint and lettering.

1.3.2 The Following Construction Signs Shall Be Constructed

- a. One project sign at location designated by the Contracting Officer. The project sign shall be constructed as detailed in Figure 1 and Figure 2.
- b. Eight hard hat signs at locations directed. Hard hat signs shall be constructed as detailed in Figure 3. Decals and safety signs will be furnished by the Contracting Officer.
- c. Warning Signs facing approaching traffic on all haul roads crossing under overhead power transmission lines.
- d. Warning Signs shall be constructed of plywood not less than $\frac{1}{2}$ inch thick and shall be securely bolted to the supports with the bottom of the sign face 3 feet above the ground. The sign face shall be 2 x 4 feet and all letters shall be 4 inches in height. The text of the "Powerline" warning signs shall be "WARNING: OVERHEAD TRANSMISSION LINES".
- e. Warning signs shall be placed indicating that explosives are being used in the area at locations designated by the Contracting Officer. The text of the "Explosives" warning signs shall be "WARNING: EXPLOSIVES BEING USED IN AREA".

1.3.3 Painting

All exposed surfaces and edges of plywood shall be given one coat of linseed oil and be wiped prior to applying primer. All exposed surfaces of signs and supports shall be given one coat of primer and 2 finish coats of white paint. Except as otherwise indicated, lettering on all signs shall be black and sized as indicated.

1.3.4 Bulletin Board at the Contractor's Office

A weatherproof bulletin board, approximately 36 inches wide and 30 inches high, with hinged glass door shall be provided adjacent to or mounted on the Contractor's project office. If adjacent to the office, the bulletin board shall be securely mounted on no less than 2 posts. Bulletin board and posts shall be painted or have other approved factory finish. The bulletin board shall be easily accessible at all times and shall contain wage rates, equal opportunity notice, and such other items required to be posted

1.4 LOCATION OF CONTRACTOR'S OFFICE

Location of the Contractor's Office shall be approved by the Contracting Officer. The Contractor's job site office shall be located so that people visiting, such as salespersons or personnel seeking employment, will not have to enter the work area to get to the office. No parking of private vehicles shall be permitted in the working areas except as otherwise approved. At approved locations, adequate parking areas shall be constructed for the Contractor's and subcontractor's employees. The office site and parking areas shall be adequately drained and have suitable access.

1.5 MAINTENANCE OF PROJECT FACILITIES

The Contractor shall maintain project facilities in good condition throughout the life of the project. Upon completion of work under this contract, facilities covered under this section will remain the property of the Government.

1.5.1 General

The Contractor shall be responsible for maintaining all project facilities, including the existing Prado Dam Resident Office and the laboratory buildings.

1.5.2 Maintenance Requirements

Maintenance of the project facilities shall include daily janitorial service, including cleaning of tile floors and washing of windows twice a month. Toilet facilities shall be kept clean and sanitary and fully supplied at all times. All janitorial services shall be performed at such a time and in such manner to least interfere with the use of the Government facilities, but only during periods when the building and trailers are occupied. Maintenance includes providing potable bottled water service, trash removal, servicing of sewage tank, monthly air conditioning service, and the payment of monthly billings associated with these utilities and services with the exception of the telephone and power billings. The project facilities shall be kept clear of debris. Trash service shall also be provided (3 cy trash dumpster with weekly pickups). The Contractor shall remove and dispose of all broken test cylinders from the testing laboratory bi-weekly. Any required replacement and/or repairs for the project facilities or grounds shall be performed by the Contractor at no additional cost to the Government. Maintenance shall also include bi-annual pest control service for all buildings and trailers.

1.6 SECURITY GUARD SERVICE

The Contractor shall provide 24 hour a day, seven day a week security guard service for the Prado Dam construction site. The security guard service shall perform hourly checks of various locations throughout the project

site, as directed by the Contracting Officer, to assure overall security and prevent vandalism and theft during non duty hours. A security guard shall be assigned to control the entrance gate to Prado Dam.

1.7 PROTECTION OF EXISTING WORK

Before beginning any cutting or removal work, the Contractor shall carefully survey the existing work and examine the drawings and specifications to determine the extent of the work. The Contractor shall take all necessary precautions to insure against damage to existing work to remain in place, to be reused, or to remain the property of the Government, and any damage to such work shall be repaired or replaced as approved by the Contracting Officer at no additional cost to the Government. The Contractor shall carefully coordinate the work of this section with all other work and construct and maintain shoring, bracing and supports, as required. The Contractor shall insure that structural elements are not overloaded and be responsible for increasing structural supports or adding new supports as may be required as a result of any cutting, removal, or demolition work performed under any part of this Contract.

1.8 PUBLIC UTILITIES, NOTICES, AND RESTRICTIONS

1.8.1 General

The approximate location of all pipe lines, power and communication lines, and other utilities known to exist within the limits of the work are indicated on the drawings. The sizes, locations, and names of owners of such utilities are given from available information, but their accuracy is not guaranteed. Except as otherwise indicated on the drawings, all existing utilities will be left in place and the Contractor shall conduct his operations in such a manner that the utilities will be protected from damage at all times, or arrangements shall be made by the Contractor for their relocation at the Contractor's own expense. The Contractor shall be responsible for any damage to utilities known to exist and shall reimburse the owners for such damage caused by his operations.

1.8.2 Relocation or Removal

Utilities to be relocated or removed not as part of this contract are designated "To be Relocated by Others" or "To be Removed by Others", respectively. Utilities shown on the plans and not so designated will be left in place and be subject to the provisions of the CONTRACT CLAUSE: PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES, AND IMPROVEMENTS. The Contractor may make arrangements with the owner for the temporary relocation and restoration of utilities not designated to be relocated, or for additional work in excess of the work needed to relocate utilities designated for relocation at no additional cost to the Government.

1.8.3 Utilities Not Shown

If the Contractor encounters, within the construction limits of the entire project, utilities not shown on the plans and not visible as of the date of this contract and if such utilities will interfere with construction operations, he shall immediately notify the Contracting Officer in writing to enable a determination by the Contracting Officer as to the necessity for removal or relocation. If such utilities are left in place, removed or relocated, as directed by the Contracting Officer, the Contractor shall be entitled to an equitable adjustment for any additional work or delay.

1.8.4 Coordination

The Contractor shall consult and cooperate with the owner of utilities that are to be relocated or removed by others to establish a mutual performance schedule and to enable coordination of such work with the construction work. These consultations shall be held as soon as possible after award of the contract or sufficiently in advance of anticipated interference with construction operations to provide required time for the removal or relocation of affected utilities.

The Contractor shall be responsible for coordinating their activities with other contractors performing work in the area. This shall include, but is not limited to, coordination with Caltrans and their Contractor for work on the Highway 71 bridge crossing the Santa Ana River and the future expansion of the 71/91 interchange.

The Contractor shall be responsible to coordinate with the United States Geological Survey (USGS) for the removal of instruments within the seismic sheds. The USGS contact for removal of the instruments at Prado Dam is:

Mr. Arnie Acosta
Telephone: (626) 583-7234
Pager: (818) 542-4638

or

Edna Anjal
Telephone: (626) 583-7235

USGS shall be notified a minimum of 30 days prior to the removal of the seismic sheds. The Contractor shall not attempt to remove any of the instruments and associated hardware, however, what remains shall become the property of the contractor for removal and disposal.

1.8.5 Notices

1.8.5.1 Utilities to be Relocated or Protected

The Contractor shall notify the Contracting Officer, in writing, 14 calendar days prior to starting work on any utility to be relocated or protected. On each relocation, notification shall include dates on which the Contractor plans excavation, by-pass work, removal work and/or installation work, as applicable. The Contractor shall also notify the following representatives of utility owners not less than 30 days, unless otherwise specified, prior to start of work in the vicinity of their respective utilities:

Southern California Gas Company
Mr. Tim Pearce
Telephone: (213) 244-2269

Southern California Edison Company
Mr. Bob Patterson
Telephone: (909) 930-8432

Santa Ana Watershed Project Authority (For SARI sewer)
Mr. Richard Smith
Telephone (909) 785-5411

1.8.5.2 Telephone Lines

The Contractor shall notify, 60 calendar days prior to permanent installation of all telephone lines.

1.8.5.3 Contractor Shall Notify the Contracting Officer

The Contractor shall notify the Contracting Officer, in writing, not less than 14 days in advance of the date on which he will complete trenching, excavation, fill or rough grading, as applicable, at each location where such completed work is required for temporary or permanent relocations by others. The Contractor shall allow a period of 14 calendar days at each relocation, after which time the Contractor may resume his operations.

1.8.5.4 Existing Bench Marks and R/W Markers

The Contractor shall notify the Contracting Officer, in writing, 7 days in advance of the time he proposes to remove any bench mark or right-of-way marker.

1.8.5.5 Spill Reporting

The Contractor shall notify the Contracting Officer immediately after all spills, regardless of quantity, including all personnel exposures. The Contractor shall submit a written notification not later than 7 calendar days after the initial notification. The written notification shall include the following:

- a. Item spilled, leaked or releases in an unauthorized manner (Identification, Quantity and Manifest Numbers).
- b. Whether the amount spilled, leaked or released in an unauthorized manner is EPA reportable and, if reported, a copy of the report.
- c. Exact location of the spill, leak or unauthorized release.
- d. Nature of exposure to personnel.
- e. Containment procedures initiated.
- f. Anticipated cleanup and disposal procedures.
- g. Disposal location of spill, leak or unauthorized release residue.

1.8.6 Restrictions

1.8.6.1 Representatives of Other Agencies

Personnel representing owners and agencies may be present for various portions of the work. However, the Contractor will be responsible only to the Contracting Officer.

1.8.6.2 Working Hours

The Contractor shall restrict all construction activities, including warming equipment, to the following schedule:

Monday through Friday	7 a.m. to 7 p.m.
Saturday	9 a.m. to 6 p.m.

Access to the job site will be allowed 30 minutes prior to starting time unless otherwise approved by the Contracting Officer. No work will be permitted on Sundays or Federal Holidays.

1.8.6.3 Water for Construction

Reference is made to the clause of the contract entitled "Permits and Responsibilities," which obligates the Contractor to obtain all required licenses and permits for construction, including water for construction. The Contractor shall be responsible for obtaining and paying all costs and fees associated with the acquisition of water for construction. Water rights within the Prado Basin are owned by the Orange County Water District (OCWD). The Contractor shall not intercept existing surface or subsurface flows at any time during the contract performance period. All water from dewatering shall be returned to the streambed. Additionally, water from the water well shown on the drawings to be constructed by this contract can not be used by Contractor for any purpose.

1.9 ROADS AND CULVERTS

1.9.1 Existing Roads

The work shall be planned in such a manner that traffic on the existing roads outside the actual construction areas shall be maintained at all times. Maintenance shall be as specified in paragraph: Maintenance of Roads. The work area shall be examined carefully relative to the order and scope of work to be performed, with respect to the limiting provisions of the plans and specifications. Additional work on the existing roads may be done by others during the life of this contract.

1.9.1.1 Existing Sound Walls

The Contractor is responsible for maintaining required noise levels as stated in 01410 ENVIRONMENTAL PROTECTION.

1.9.2 Temporary Access and Haul Roads

Plans shall be submitted for approval on all proposed access and haul roads and all deviations, whether within or outside the limits of the construction area, at least fifteen (15) calendar days prior to construction of such roads. The plans shall indicate width of road, direction of traffic, road markings, type of guardrail, curves, grades, runouts, and other information in sufficient detail for studying safety of the proposed roads. The plans shall include details for removal and obliteration of haul roads and temporary access roads and restoration of the area as specified in paragraph: Post-Construction Cleanup and Obliteration.

1.9.2.1 Haul Road Design References

Design of haul roads shall meet or exceed the requirements of the Corps of Engineers Safety and Health Requirement Manual, Section 30.D (EM 385-1-1). An applicable design guide is the Surface Mine Haulage Road Design Study by Skelly and Loy of Harrisburg, PA, prepared for the Bureau of Mines, Washington, DC, dated June 1976.

1.9.2.2 Haul Road Design

Roads shall be designed for the type of vehicles in use. The maximum sustained grade shall not exceed 10% with an absolute maximum grade of 15% for a distance not to exceed 200 linear feet. Each lane of travel shall provide clearance that is equal to one-half of the widest vehicle in use (a 12 ft. wide vehicle will require a 24 ft. travel lane). The minimum horizontal curve radius shall not be less than 25 ft. on the inside of the curve. Vertical curves shall be a minimum of 100 ft. and be designed with consideration of the change in grades, height of the driver's eyes, height of an object a minimum of 6 inches above the road surface, and required stopping distance. Curve widening, proper cross slopes and superelevations shall be provided as necessary. Road ditches and culverts shall be included to control surface drainage away from erodible areas. Culverts shall be provided along natural water courses intersected by the haul road fill and shall be maintained as specified in paragraph: Culverts. Design shall also include provisions to control runaway vehicles on steep grades such as an escape lane. Design shall be subject to the Contracting Officer's approval.

1.9.3 Public and Private Access Roads

When it is necessary for heavy equipment to operate on or to cross project roads or arterial roads, flaggers, signs, lights, and/or other necessary safeguards shall be furnished to safely control and direct the flow of traffic. When it is necessary to operate on existing roads outside the construction area, all necessary permits shall be obtained from the appropriate private or public authority. Work shall be conducted in such manner so as to obstruct and inconvenience traffic on existing roads outside the construction limits as little as possible. Spillage of earth, dusty materials, boulders, and mud on project roads or other roads shall not be permitted. If spillage cannot be prevented, the spillage shall be immediately removed and such areas shall be kept clear throughout the workday. At the conclusion of each workday, such traveled areas shall be cleared of spillage, boulders, and mud.

1.9.4 Maintenance of Roads

All roads shall be maintained regularly to provide vehicular access for the Government's vehicles and the Contractor's vehicles and equipment during the contract performance period. Road maintenance shall include: clearing and disposal of rock/mud slides on the roads and drainage ditches, repair of washouts, repair of potholes and ruts, regrading, and any incident which would restrict vehicular/equipment access. Prior to any alterations of any road alignment the Contractor shall receive approval from the Contracting Officer. Road maintenance and alterations shall be performed by the Contractor at no additional cost to the Government.

1.9.5 Temporary Culverts

Culverts shall be provided as required for road drainage. Culverts shall be corrugated metal pipe of adequate diameter. Dump stone or other energy dissipating structures shall be provided at all outlets of culverts to prevent undermining of pipe. Exact locations of the culverts shall be subject to approval by the Contracting Officer.

1.9.5.1 Culvert Maintenance

All culverts within the construction area, including the borrow areas, shall be maintained to provide unrestricted flow through the culverts. Culvert maintenance shall include debris cleaning, repair of failures, and

extension of culverts due to road alterations. Culvert maintenance shall be performed by the Contractor at no additional cost to the Government.

1.10 TRAFFIC SAFETY

1.10.1 Warning Devices

In accordance with Contract Clause ACCIDENT PREVENTION, signs, barricades, and warning devices shall be provided, installed, and maintained as are required for protection of vehicular traffic at any location where operations interfere with public or private roads. Signs, barricades, lights, and signals shall be in conformance with Part VI of the U.S. Department of Transportation Manual on Uniform Traffic Control Devices for Streets and Highways.

1.10.2 Rock and Gravel

Rock and gravel for use on haul roads and other facilities may be obtained from any source within the excavation limits or stockpiles within the project boundaries not designated for other use. The use of any such source shall be subject to approval by the Contracting Officer.

1.11 WATER CONTAMINATION

In order to prevent contamination of water along waterways, all refuse, oil, greases, and other petroleum products; all toxic materials; all cement or concrete; or water containing such materials shall be disposed of in a manner to prevent their entry into the water along waterways.

1.12 SCRAP MATERIAL

Materials indicated to be removed and not indicated to be salvaged, stored or reinstalled are designated as scrap and shall become the property of the Contractor and be removed from the site of work. The Contractor by signing this contract hereby acknowledges that he made due allowance for value, if any, of such scrap in the contract price.

1.13 ARCHAEOLOGICAL FINDINGS DURING CONSTRUCTION

Should the Contractor or any of his employees in the performance of this contract find or uncover any archaeological remains, he shall notify the Project Engineer immediately. Such notification will be a brief statement in writing giving the location and nature of the findings. Should the discovery site require archaeological studies resulting in delays and/or additional work, the Contractor will be compensated by an equitable adjustment under the General Provisions of the contract.

1.14 POST-CONSTRUCTION CLEANUP AND OBLITERATION

The Contractor shall obliterate all signs of temporary construction facilities such as haul roads, access roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, or any other vestiges of construction as directed by the Contracting Officer. Excavation, filling, regrading and plowing of roadways and other construction areas will require the areas to be restored to near natural conditions, which will permit the growth of vegetation thereon. The disturbed areas shall be graded and filled as required, and the areas scarified prior to placement of soil covering for hydroseeding.

1.15 PERMITS

1.15.1 General

Reference is made to the clause of the contract entitled "Permits and Responsibilities," which obligates the Contractor to obtain all required licenses and permits, including, but not necessarily limited to the following specified hereinbelow.

1.15.1.1 National Pollutant Discharge Elimination System (NPDES) Permit

The project requires an NPDES permit from the California State Water Resources Control Board, Division of Water Quality. The general permit requires development and implementation of Storm Water Pollution Prevention Plan (SWPPP) , which shall be maintained on-site throughout the construction period. A copy of a plan will be furnished to the Contractor by the Government. The Contractor shall maintain a current copy of the plan on-site, and shall comply with all provisions of the plan. Modifications to the plan as necessary to reflect Contractor's construction methods shall be submitted by the Contractor to the Government for approval.

1.15.2 Encroachment Permit and Traffic Detour Plan

The project has been designed to avoid construction on the shoulder and traveled way of the State Route 71. The Contractor is responsible for obtaining all permits for work on or around the SR 71 roadway. Information for an encroachment permit to implement a closure of the highway shoulder can be obtained at:

Office of Permits
Department of Transportation
464 W. Fourth Street, 6th Floor, MS 619
San Bernardino, CA 92401-1400
(909) 383-4536

Information for a traffic detour plan can be obtained at:

Operations Division
Department of Transportation
464 W. Fourth Street, 6th Floor, MS 619
San Bernardino, CA 92401-1400
(909) 383-5979

1.16 REQUIRED INSURANCE

1.16.1 General

The Contractor shall maintain insurance in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by the Contractor shall provide the limits and coverages as set forth herein below.

1.16.2 Insurance

Insurance shall be in force the first day of the term of this contract.

1.16.3 Insurance Policy

Each insurance policy required by this contract shall contain the following

three clauses:

- a. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to (1) Riverside County Flood Control and Water Conservation District, Attn: Steve Thomas, 1995 Market Street, P.O. Box 1033, Riverside, CA 92502-1033, (2) San Bernardino County Flood Control District, Attn: Vana Olsen, 825 East Third Street, San Bernardino, CA 92415-0835, and (3) Orange County Public Facilities and Resources Department, Attn: Herb Nakasone, 300 North Flower Street., P.O. Box 4048, Santa Ana, CA 92702-4048.
- b. "All rights of subrogation are hereby waived against the County of Riverside, San Bernardino, and Orange and the members of the Board of Supervisors and elective or appointive officers or employees, when acting within the scope of their employment or appointment, and County Districts and their Board or Commissions which are governed by the County Board of Supervisors".
- c. "As respects operation of the named insured performed on behalf of the Government, the following are added as additional insureds:
 - 1. The San Bernardino County Flood Control District, County of San Bernardino, Orange County Public Facilities and Resources Department, County of Orange, Riverside County Flood Control and Water Conservation District, and the County of Riverside.
- d. "It is agreed that any insurance maintained by the Orange County Public Facilities and Resources Department, and the County of Orange will apply in excess of, and not contribute with, insurance provided by this policy.

LIABILITY INSURANCE

COVERAGE	MINIMUM LIMITS
Comprehensive General Liability single limit including Completed Operation and a Broad Form Property Endorsement and Comprehensive Automobile Liability	\$10,000,000 combined per occurrence.
Worker's Compensation	Statutory

1.16.4 Liability Insurance

Any liability insurance required by this contract shall not contain exclusions or endorsements which eliminate or limit coverage for the following:

- a. Claims of liability for bodily injury or property damage caused by, resulting from, attributable or contributed to, or aggravated by the subsidence or other movement of soils or land as a result of landslide, consolidation, expansion, creep, shifting, sinking, or mud flow;
- b. Claims of liability for bodily injury or property damage caused by, resulting from, attributable or contributed to, or aggravated

by the actual, alleged, or threatened discharge, dispersal, release or escape of any pollutants;

- c. Completed Operations coverage;
- d. Products coverage;
- e. Broad Form Property Damage coverage;
- f. Blanket Contractual coverage.

1.16.5 Fire and Extended Coverage

The Contractor shall purchase a course of construction property insurance policy to cover structures (excluding reinforced concrete structures) being built under the terms of this contract to at least 90 percent of their replacement cost. As a minimum, coverage shall be provided for replacement cost and for fire and the extended coverage perils.

1.16.6 Worker's Compensation

Each liability and worker's compensation insurance policy required by this contract shall contain clause numbers 12.3 (a.) and 12.3 (c.) above, and the following clause: "It is agreed that any insurance maintained by the County of Riverside, San Bernardino, and Orange will apply in excess of, and not contribute with, insurance provided by this policy."

1.16.6.1 Procuring of Required Policy

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder not to fulfill the indemnification provisions and requirements of this contract.

1.16.6.2 Contractor Agrees to Indemnify

Contractor agrees to indemnify and save harmless agency, its officers, employees, agents and volunteers from and against any and all claims, actions, losses, damages and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person, except where such indemnification is prohibited by law.

1.17 PROGRESS PAYMENTS

1.17.1 Partial Pay Estimates

Partial pay estimates shall be submitted every month. The following items shall be submitted with the partial pay estimates to ensure prompt payment:

- a. Project schedule Narrative and Earnings Monthly update reports as specified in Section 01320 PROJECT SCHEDULE, paragraph: Contractor Prepared Network Analysis System (NAS).
- b. Safety report(s) in accordance with OSHA, CALOSHA, and the Corps of Engineers' EM 385-1-1.
- c. Updated/current submittal register as specified in Section 01330 SUBMITTAL PROCEDURES, paragraph: Submittal Register (ENG FORM 4288).

- d. Quality Control Reports as specified in Section 01451 CONTRACTOR QUALITY CONTROL, paragraph: Documentation.
- e. Updated forecasting of expenditure worksheets as specified in the paragraph below

1.17.2 Forecasting of Future Progress Payments

By July 15th of each year, the Contractor shall give the Contracting Officer the projected monthly earnings for the upcoming fiscal year (fiscal year begins in November). The Contracting Officer will provide a spreadsheet to the Contractor showing the different funding categories and their respective percentages for each bid item for the total contract amount after the issuance of notice to proceed (See attached FIGURE 5). Similar accounting information will be contained in any subsequent contract modification issued for this contract. Each pay period the Contractor shall forecast his expenditures for the following 3 pay periods, indicating the funding requirement for each accounting category. The updated worksheet (see FIGURE 6) shall be submitted with each partial pay estimate (e.g., submittal for partial pay estimate for the period of 15 DEC to 15 JAN will include a forecast of expenditures for the period of 15 JAN to 15 APR). Forecasting of expenditures is needed to assure sufficient funding for future progress payments. If the contractor's actual earnings for any particular partial pay estimate exceed the funding available for payment due to inaccurate submittal of forecast expenditures, the contracting office can reject the contractor's invoice as defective, and require the contractor to resubmit the invoice of an amount not exceeding the previously submitted forecast amounts.

1.18 NOTICE OF PARTNERSHIP

The Government intends to encourage the foundation of a cohesive partnership with the Contractor and its subcontractors. This partnership will be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. The objectives are effective and efficient contract performance and intended to achieve completion within budget, on schedule, and in accordance with plans and specifications; and to develop a single cooperative management team focused on the success of the project to mutual benefit of all stakeholders. This partnership would be bilateral in makeup, and participation will be totally voluntary. Any cost associated with effectuating this partnership will be agreed to by both parties and will be shared equally with no change in contract price. An integral aspect of partnering is the resolution of disputes in a timely, professional, and non-adversarial manner through the use of issue clarification and problem solving. Alternate Dispute Resolution (ADR) methodologies will be encouraged in place of more formal dispute resolution procedures. ADR will assist in promoting and maintaining an amicable working relationship to preserve the partnership. ADR is a voluntary, nonbinding procedure available for use by the parties to this contract to resolve any dispute that may arise during performance. To implement this partnership initiative it is anticipated that within 60 days of Notice to Proceed the Contractor's on-site project manager and the Government's Resident Engineer would attend a two day partnership development seminar/team building workshop together with the Contractor's key on-site staff and key Government personnel. Follow-up workshops of 1 to 2 days duration would be held periodically throughout the duration of the contract as agreed to by the Contractor and Government.

1.19 ALTERNATIVE DISPUTES REVIEW PROCESS

In order to assist in the resolution of disputes or claims arising out of this project, this contract clause establishes an Alternative Disputes Review process. A Disputes Review Board will, by mutual agreement of the parties and in accordance with this clause, be established but is not intended to be a substitute for normal negotiated Government and Contractor dispute resolution. The parties shall establish the Board within 90 calendar days after the Notice to Proceed as set forth in Attachment 1. The Disputes Review Board will consider disputes referred to it and will provide non-binding recommendations to assist in the resolution of the differences between the Government and Contractor. The following alternative procedure may be used for dispute resolution. Specific procedures to be followed for disputes referred to the Disputes Review Board are set forth as attachments to this provision.

If the Contractor objects to any oral decision or order of the Contracting Officer or his Authorized Representative(s), the Contractor shall request in writing a written decision or order from the Government. Such request is not considered a dispute for purposes of the Contract Disputes Act.

After receipt of the Government's written decision or order the Contractor shall, if there is an objection to such decision or order, file a written protest with the Government, stating clearly and in detail the basis of the objection. The Government will consider any written protest and make a decision within 15 days from receipt of the written protest either agreeing or disagreeing with the protest. If there is not complete agreement, the matter can either be referred to the Disputes Review Board by mutual agreement of the Government and the Contractor, or the Contractor may request that the Contracting Officer issue a final decision on the matter, from which the contractor may pursue an appeal in accordance with the "Disputes" clause of the contract.

In the event the Government and the Contractor mutually agree to submit the dispute to the Disputes Review Board, the request for review must be instituted within 30 days of the date of receipt of the Government's last decision. Pending review by the Disputes Review Board of a dispute, the Contractor shall diligently proceed with the work as previously directed.

The Contractor and the Government shall each be afforded an opportunity to be heard by the Disputes Review Board and to offer evidence. The Disputes Review Board recommendations toward resolution of a dispute will be given in writing to both the Government and the Contractor within 30 days following conclusion of the proceedings before the Disputes Review Board.

Within 30 days of receiving the Dispute Review Board's recommendations, both the Government and the Contractor shall respond to the other in writing signifying that the dispute is either resolved or remains unresolved. If the Government and the Contractor are able to resolve their dispute, the Government will expeditiously process any required contract modifications. Should the dispute remain unresolved after 30 days following receipt of the Board's recommendations, the Contractor may submit a request for a Contracting Officer's decision under the "Disputes" clause of the contract.

The attached information at the end of this section forms a part of this Special Clause. The Alternative Disputes Review Process (Attachment 1) describes the purpose and function of the Disputes Review Board. The Disputes Review Board Three Party Agreement which sets out the terms between the parties (Attachment 2) must be completed and signed by both

parties in accordance with the conditions in that Agreement. The Contract Disputes Review Board Guidelines (Attachment 3) set forth the objective and responsibility of the Disputes Review Board. These attachments set out all the guidelines for this Special Clause providing an alternative disputes review process.

1.20 AVAILABILITY OF ADDITIONAL INFORMATION

1.20.1 Documentation and Reports

Additional design information and data are available through the Contracting Officer. Specific information available for review include: the Phase II GDM on the Santa Ana River Mainstem - Main Report & Supplemental Environmental Impact Statement, dated August 1988; the Supplemental Final Environmental Impact Statement/Environmental Impact Report for Prado Basin and Vicinity dated November 2001; the Draft Feature Design Memorandum No. 12 Prado Dam Outlet Works; selected as-built drawings from 1938 through 1940; pump test data, and groundwater data. It is emphasized that significant changes have been incorporated into the Plans and Specifications from the designs proposed in the design memorandums. The design memorandums and other data are available for information purposes only and are not a part of the contract documents since they have been superseded by the Plans and Specifications.

1.20.2 Field Investigations

Prior to bid opening, the Contractor may make arrangements to access the site to perform geotechnical investigations on the following conditions:

Coordinate with the Prado Resident Office, Fernando Cano or Bob Garda, 48 hours in advance for access to the site. Access would be limited to standard work hours, Monday through Friday. Submit a hazard analysis and layout of proposed work to the Prado Resident Office for approval prior to commencement of any work.

A Corps of Engineers geologist or one of his representatives will observe the investigations. Contractor shall notify POC Dave Lukesh, (213) 452-3577, 72 hours in advance.

Notify the Corps' Cultural Resources Specialist, Stephen Dibble, (213) 452-3849, 48 hours prior to commencing investigations.

Activities shall not take place or interfere with Endangered Species in standing water or other sensitive locations. As long as the proposed activities occur outside of the active stream channel, and outside of vireo nesting season (which begins March 1), that should satisfy most environmental concerns.

Standard requirements concerning equipment use must also be met (i.e., equipment must be properly tuned and maintained to minimize air pollution, avoid leaks/contamination of soil and groundwater, don't refuel within the river channel, etc.).

Corps Safety Standards EM-385-1-1 shall apply.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

ALTERNATIVE DISPUTES REVIEW PROCESS - ATTACHMENT 1

DISPUTES REVIEW BOARD

1. Purpose.

The Disputes Review Board is an advisory body which may be created by mutual agreement of the Government and the Contractor for a particular construction project. The Board's function will be to assist in the resolution of claims, disputes or controversy between the Contractor and the Government. Any recommendations made by the Board will be advisory, and will not be binding upon either party.

2. General.

a. Definition. The Disputes Review Board process is a voluntary, expedited procedure, whereby an independent three-party Board is established to evaluate contract disputes and provide recommendations to the Government and its Contractor with the objective of resolving disputes.

b. The Board will consider disputes referred to it, and will furnish recommendations to the Government and Contractor to assist in the resolution of the differences between them. The Board will provide technical expertise to assist and facilitate the resolution of disputes.

3. Board Membership.

a. The Disputes Review Board shall consist of three individuals respected in the field of engineering for their ability and integrity, who are experienced with the processes anticipated to be used to construct the project: one member shall be selected by the Government; one member shall be selected by the Contractor; and, one member shall be selected by these first two members. The first two members shall be mutually acceptable to both the Government and the Contractor. If the two parties are unable to agree on these first two members, the mutual decision to submit disputes to a Disputes Review Board shall be considered terminated.

b. The two members acceptable to the Government and the Contractor will independently select the third member. If the two members are unable to select an acceptable third member, the decision to submit disputes to a Disputes Review Board shall be considered terminated.

c. No member shall have a financial interest in the contract, except for payment for services on the Disputes Review Board. Except for fee-based consulting services on other projects, no Board member shall have been employed by either party within a period of two years prior to award of the contract. No member shall have had substantial prior involvement in the project that could compromise his ability to impartially participate in the Board's activities.

4. Selection of the Disputes Review Board Procedure.

If the parties mutually agree that a Disputes Review Board should be established for work performed under a contract, the Government and the Contractor shall negotiate an agreement with their member within 60 calendar days after execution of the contract. The selection of the Disputes Review Board Alternative Disputes Review procedure for resolution of contract disputes shall be void if the two members are unable to select a third member

within 30 calendar days.

5. Procedure for Submitting Dispute to the Board.

a. If the Contractor objects to any oral decision or order of the Contracting Officer or his Authorized Representative(s), the Contractor shall request in writing a written decision or order from the Government.

b. After receipt of the Government's written decision or order the Contractor shall, if there is an objection to such decision or order, file a written protest with the Government, stating clearly and in detail the basis of the objection. The Government will consider any written protest and make a decision within 15 days from receipt of the written protest either agreeing or disagreeing with the protest. If there is not complete agreement, the matter can either be referred to the Disputes Review Board by mutual agreement of the Government and the Contractor, or the Contractor may request that the Contracting Officer issue a final decision on the matter, from which the Contractor may pursue an appeal in accordance with the "Disputes" clause of the contract.

c. In the event the Government and Contractor mutually agree to submit the dispute to the Disputes Review Board, the request for review must be instituted within 30 days of the date of receipt of the Government's last decision. Pending review of the Disputes Review Board of a dispute, the Contractor shall diligently proceed with the work as previously directed.

d. The Contractor and the Government shall each be afforded an opportunity to be heard by the Disputes Review Board and to offer evidence. The Disputes Review Board shall submit in writing recommendations towards factual (as opposed to legal) resolution of a dispute to both the Government and the Contractor within 30 days following conclusion of the proceedings before the Disputes Review Board.

e. Within 30 days of receiving the Dispute Review Board's factual recommendations, both the Government and the Contractor shall respond to the other in writing signifying that the dispute is either resolved or remains unresolved. If the Government and the Contractor are able to resolve their dispute, the Government will expeditiously process any required contract modifications. Failure of either party to respond within 30 days following the receipt of the Board's recommendations will be deemed acceptance of the Board's recommendations.

f. In appropriate cases the Contractor and the Government may agree that a dispute should be submitted to the Disputes Review Board, but that the dispute only warrants the efforts of one Board Member. In such cases the third Board Member will mediate the dispute without participation of the other two members. Other than submitting the dispute to only the third Board Member, the procedural requirements of the Alternative Disputes Review Board Process as set forth in paragraph 7a-e above will be followed.

6. Board Procedures.

a. The Disputes Review Board will formulate its own rules of operation. In order to keep abreast of construction progress, it is recommended that the members, as a Board, will visit the project at least quarterly, keep a current file and regularly meet with representatives of the Government and the Contractor. More frequent than quarterly site visits shall be as agreed between the Government, the Contractor and the Board. The Board should take these opportunities to make recommendations to either or

both, the Government and the Contractor to facilitate the construction and/or prevent problems from occurring.

b. Should the need arise to appoint a replacement Board member, the replacement member shall be appointed in the same manner as the original Board members were appointed. The selection of a replacement Board member shall begin promptly upon notification of the necessity for a replacement, and shall be completed within 30 calendar days. The Disputes Board Three Party Agreement will be supplemented to indicate changes in Board membership.

c. For further description of work, responsibilities and duties of the Disputes Review Board, and the Government and Contractor's obligations and responsibilities with respect to each other and to the Disputes Review Board, see the "Disputes Board Three Party Agreement" as set forth in attachment 2.

7. Expenses of the Board and Board Members.

Compensation for the Disputes Review Board members, and the expenses of operation of the Board, shall be shared by the Government and Contractor in accordance with the following:

a. The fees and expenses of all three members of the DRB shall be shared equally by the Government and the Contractor. The Contractor shall pay the invoices of all DRB members after approval by both parties. The Government shall reimburse the Contractor for one half of the approved invoices.

b. The Government at its expense will provide administrative services, such as conference facilities and secretarial services, to the Board.

8. Three Party Agreement.

a. The Contractor, the Government and all three members of the Board shall execute the "Disputes Review Board Three Party Agreement" within 30 calendar days following the final selection of the third member.

b. The "Disputes Review Board Three Party Agreement" and the "Contract Disputes Review Board Guidelines" to said Agreement are set forth in attachments 2 and 3.

ALTERNATIVES DISPUTES REVIEW PROCESS - ATTACHMENT 2

THREE PARTY AGREEMENT

THIS THREE PARTY AGREEMENT, made and entered into this _____ day of _____, 200_, between: The United States Army Corps of Engineers, acting through the Contracting Officer of the U.S. Army Engineer District, Los Angeles, hereinafter called the CORPS; the _____ company, hereinafter called the "CONTRACTOR," and the Disputes Review Board, hereinafter called the "BOARD" consisting of three members; _____; _____, and _____.

WITNESSETH that,

WHEREAS, the CORPS and the CONTRACTOR are now engaged in the construction of the Prado Dam, Embankment, Outlet Works, and Appurtenances in Riverside County, California, under Contract No. DACW09-__-B-____; and

WHEREAS, the contract includes a provision authorizing, upon the mutual agreement of both the CORPS and the CONTRACTOR, the establishment and operation of a "Disputes Review Board" to assist in resolving disputes and claims; and

WHEREAS, the BOARD is composed of three members, one selected by the CORPS, one selected by the CONTRACTOR and the third member selected by these two;

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties agree as follows:

I.

DESCRIPTION OF WORK

In order to assist upon mutual agreement by the CORPS and the CONTRACTOR in the resolution of disputes and claims between the CONTRACTOR and the CORPS, the contract provides for the establishment of a Disputes Review Board. The intent of the BOARD is to fairly and impartially consider any disputes mutually placed before it, and to provide written recommendations for resolution of such disputes to both the CORPS and the CONTRACTOR. The members of the BOARD shall perform all services necessary to participate in the BOARD's actions in accordance with the following Scope of Work.

II.

SCOPE OF WORK

The Scope of Work of the BOARD includes, but is not limited to, the following items of work.

A. Procedures.

Prior to consideration of an appeal, the BOARD shall establish rules that will govern the conduct of its business, and reporting procedures based upon guidelines which are made a part of the Special Clause entitled, "ALTERNATIVE REVIEW DISPUTES PROCESS." The BOARD's factual recommendations, resulting from their consideration of a dispute or claim, shall be furnished

in writing to the CORPS and the CONTRACTOR. The recommendations shall be based on the pertinent contract provisions and facts and circumstances involved in the dispute.

B. Construction Site Visits.

The members as a BOARD shall visit the project site at least quarterly to keep abreast of construction activities and to develop a familiarity for the work in progress. More frequent site visits may be warranted. The frequency, exact time and duration of these visits shall be as mutually agreed between the CORPS, the CONTRACTOR and the BOARD. The Board should take these opportunities to make recommendations to either or both, the Government and the Contractor to facilitate the construction and/or prevent problems from occurring.

C. BOARD Consideration of a Dispute or Claim.

In the event of a claim or dispute, the CORPS and the CONTRACTOR may mutually agree to submit such claim or dispute to the BOARD. Upon receipt by the BOARD of a written claim or dispute, the BOARD shall convene to review and consider the matter. Both the CORPS and the CONTRACTOR shall be given the opportunity to present their evidence at these meetings. It is expressly understood that the BOARD members are to act impartially and independently in consideration of the contract provisions and the facts and conditions surrounding any written claim or dispute presented by the CORPS or the CONTRACTOR. The BOARD's factual recommendations concerning any such claim or dispute are advisory and non-binding upon both the CORPS and the CONTRACTOR.

D. Time and Place of Board Meetings.

The time and location of BOARD meetings shall be determined by the BOARD.

III.

CONTRACTOR RESPONSIBILITY

The CONTRACTOR shall furnish one copy of all pertinent documents it might have, other than those furnished by the CORPS, which are or may become pertinent to the performance of the BOARD. Pertinent documents are any drawings or sketches, calculations, procedures, schedules or estimates or other documents which are used in the performance of the work or in justifying or substantiating the Contractor's position.

IV.

CORPS RESPONSIBILITIES

The CORPS shall furnish the following services and items.

A. Contract Related Documents.

The CORPS Shall furnish the BOARD three copies of the Contract documents, change orders, written instructions issued by the CORPS to the Contractor or other documents pertinent to the performance of the contract and therefore, necessary to the BOARD's work.

B. Coordination and Services.

The CORPS Contracting Officer's Representative for the contract will, in cooperation with the CONTRACTOR, coordinate the operations of the BOARD. The CORPS, acting through the Contracting Officer's Representative, will arrange or provide conference facilities at or near the contract site and provide secretarial and copying services.

C. BOARD Cost Records.

The Board will maintain complete cost records, which will be available for inspection by either party. Shared expenses include the members' wages and travel expense, local lodging and subsistence for the BOARD members, and direct non-salary costs associated with BOARD operations.

V.

COMPENSATION

A. Payment for services of the CORPS and CONTRACTOR appointed members of the BOARD and the third appointed member will be at the rates agreed to between the CORPS and the CONTRACTOR (for the third appointed member) and between each of them and their respective appointed member.

Compensation, travel, and costs, for the BOARD members, and the expenses of operation of the BOARD, shall be shared by the CORPS and the CONTRACTOR in accordance with the following:

a. The CORPS and the CONTRACTOR shall share equally in the BOARD members' wages, expenses, and travel.

b. The CORPS and the CONTRACTOR shall share equally the other reasonable and necessary expenses of the BOARD.

B. Fee - Third Appointed Member.

Payment for services rendered by the third member of the BOARD shall not exceed the daily billing rate of \$_____, including travel time. This daily rate includes all direct labor costs, overhead and profit. Travel and subsistence expenses will be reimbursed at the actual cost, but shall not exceed the allowable amounts as provided by the Government's Joint Travel Regulations in effect at the time the expenses are incurred.

C. Direct Non-Salary Costs.

Direct non-salary costs of the BOARD will be reimbursed at the actual cost to the BOARD. These charges may include, but are not limited to; printing, long distance telephone calls, supplies, etc. The billing for non-salary costs, directly identifiable with the project, shall be an itemized listing to the charges supported by the original bills, invoices, expense accounts and miscellaneous supporting data retained by the BOARD members. Copies of the original supporting documents shall be supplied to the parties upon request.

D. Maximum Total Amount Payment.

The maximum total amount payable under this AGREEMENT for the BOARD's fee and travel costs, and the BOARD's direct non-salary costs, shall not exceed \$_____, unless a prior supplemental AGREEMENT has been negotiated and executed by the CORPS and the CONTRACTOR.

E. Payments.

The BOARD may submit invoices to the CONTRACTOR for partial payment for work completed by the BOARD not more than once per month during the progress of the work. Such invoices shall be accompanied by a general description of activities performed during the billing period. The value of the work accomplished for partial payment shall be established by the billing from the BOARD members, and itemized direct non-salary costs incurred by the Board. The CONTRACTOR shall pay the invoices of the BOARD after approval by both parties. The CORPS shall reimburse the CONTRACTOR for one half of the approved invoices.

F. Inspection of Cost Records.

The BOARD shall keep available for inspection by representatives of the CORPS for a period of three years after final payment the cost records and accounts pertaining to this AGREEMENT.

VI.

TERMINATION OF AGREEMENT

The parties of this AGREEMENT mutually agree that this AGREEMENT may be terminated at any time by written notice by the CORPS or CONTRACTOR to the other party. BOARD members may withdraw from the BOARD by providing notice. BOARD members may be terminated for cause only by their original appointor. Therefore, the CORPS may only terminate the CORPS appointed member, the CONTRACTOR may only terminate the CONTRACTOR appointed member, and the first two members must agree to terminate the third member.

VII.

LEGAL RELATIONS

The parties hereto mutually understand and agree that the third BOARD member in the performance of any duties on the BOARD is acting in the capacity of an independent Contractor and not as an employee of either the CORPS or the CONTRACTOR. The board members are absolved of any personal or professional liability arising from the activities and recommendations of the BOARD.

VIII.

DISPUTES

Any dispute between the parties hereto, arising out of the work or other terms of this AGREEMENT, which cannot be resolved by negotiation and mutual concurrence between the parties, shall render this AGREEMENT terminated.

IX.

GENERAL

A. Notices.

All notices to be given herein shall be effective upon receipt and shall be in writing and personally delivered or mailed, first class,, postage

prepaid or given by telegram, facsimile or other similar means (followed by a confirmation by mail) to the parties. As the case may be, at the following address or such other address as may hereafter be designated, by the parties:

- a. If to the CORPS:
Address to be provided.
- b. If to the Contractor:
Address to be provided.
- c. If to the BOARD Members:
Address to be provided.

B. Confidentiality.

No BOARD Member shall disclose to any person proprietary or confidential information of the CORPS or the Contractor, except as may be required by law.

In WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

BOARD MEMBER
 By: _____
 Title: _____

BOARD MEMBER
 By: _____
 Title: _____

BOARD MEMBER
 By: _____
 Title: _____

CONTRACTOR
 By: _____
 Title: _____

U.S. ARMY CORPS OF ENGINEERS
 By: _____
 Title: Contracting Officer

ALTERNATIVE DISPUTES REVIEW PROCESS - ATTACHMENT 3

CONTRACT DISPUTES REVIEW BOARD

GUIDELINES

I.

OBJECTIVE

The principal objective of the Disputes Review Board (BOARD) is to provide technical advice to both parties that will assist in the resolution of disputes which would otherwise likely be resolved through the traditional litigative processes. If this objective is achieved, such disputes can be resolved promptly, with minimum expense, and with minimum disruption to the administration and performance of the work. It is not intended for the GOVERNMENT or the CONTRACTOR to default on their normal responsibility to amicably and fairly settle their differences by indiscriminately assigning disputes to the BOARD. It is intended that if mutually agreed to by the parties to constitute a Disputes Review Board for the purpose of attempting to resolve contract disputes, that the mere existence of the BOARD will encourage the CORPS and the CONTRACTOR to resolve potential disputes without the necessity of resorting to the formal appeal procedure under the "Disputes" clause of the contract.

II.

RESPONSIBILITY OF THE BOARD

A. The BOARD will provide technical advice and recommendations concerning controversy between the CONTRACTOR and the CORPS from construction arising under the contract. Primarily, the BOARD will consider interpretation of the plans and/or specifications, delays, acceleration of the work, scheduling, classification of extra work, changed conditions, design changes, and the like. During its regular visits to the job site, the BOARD will encourage the resolution of differences at the job level. The Board should take these opportunities to make recommendations to either or both, the Government and the Contractor to facilitate the construction and/or prevent problems from occurring.

B. During the period when the BOARD is in effect, other than by formal factual recommendations to both the CORPS and the CONTRACTOR, the BOARD will refrain from giving any advice or consultative services to either party. The BOARD members will act in a completely independent manner and will have no consultative or business connections with either party during their tenure as BOARD members.

C. Normally, the third BOARD member selected by the first two will act as Chairman for all activities. However, this may be delegated to another member from time to time.

III.

REGULAR CONSTRUCTION PROGRESS MEETINGS

A. All regular meetings will be held at or near the job site. Each meeting will consist of a round table discussion and a field inspection of the work being performed. The round table discussion will be conducted by a member of

the CORPS and will be attended by selected personnel from the CORPS and the CONTRACTOR. The agenda will generally be as follows:

1. Opening remarks by the CORPS Representative.
 2. A description by the CORPS of work accomplished since the last meeting, the current status of the work, schedule-wise, and a forecast for the coming period.
 3. An outline, by the CONTRACTOR, of potential problems and a description of proposed solutions.
 4. An outline by the CORPS' Contracting Officer, or his authorized representative, as to the status of the work as he views it including potential problems and proposed solutions.
 5. A brief description of potential claims or disputes which have surfaced since the last meeting.
 6. A summary of the status of past disputes and claims.
- B. The CORPS will prepare minutes of all regular meetings and circulate them for revision and/or approval by all concerned.
- C. The field inspection will cover all active segments of the work, the BOARD being accompanied by both the CORPS and CONTRACTOR personnel.
- D. The Board should take these opportunities to make recommendations to either or both, the Government and the Contractor to facilitate the construction and/or prevent problems from occurring.

IV.

HANDLING OF WRITTEN APPEALS

- A. When a written appeal is referred to the BOARD by either party, it shall first decide when to conduct a hearing. For an urgent matter the BOARD should convene at its earliest convenience. All hearings shall commence no later than 30 days following transmittal of a dispute to the BOARD.
- B. The BOARD may request that written documentation and arguments from both parties be sent to each individual member for study before the hearing begins.
- C. Normally, the hearing will last no more than 2 days, and would be conducted at the job site. However, any location which would be more convenient to all parties and still provide all required facilities and access to necessary documentation would be satisfactory.
- D. For hearings, the third member of the BOARD will act as Chairman, or he may appoint one of the other members. The CORPS and the CONTRACTOR shall have representatives at all hearings. The party initiating the dispute to the BOARD will discuss the dispute followed by the other party, each party being allowed equal time. Each party will then be allowed one or more rebuttals until all aspects are thoroughly covered. Each time a person testifies the BOARD members may ask questions, request clarification, or ask for further data. In large or complex cases more than two days of additional hearings may be necessary in order to consider all the evidence presented by both parties. However, no hearing on any single dispute will last for more

than 4 calendar days.

E. After the hearings are concluded, the BOARD shall meet in private and reach a conclusion supported by two or more members. Its factual (as opposed to legal) findings and recommendations, together with its reasons, shall then be submitted as a written report to both the CORPS and the CONTRACTOR within 30 days following completion of the hearings. The Board's recommendations shall be based on the pertinent contract provisions and facts and circumstances involved in the dispute.

F. The BOARD should make every effort to reach a unanimous decision. If this proves impossible, the dissenting member may prepare a minority report.

G. Although both parties should place weight upon the BOARD's recommendations, they are not binding. Either party may request the BOARD to reconsider its recommendation.

H. Position papers or other written material supplied to the BOARD are admissible in a subsequent proceeding unless the submitting party designates that they are submitted for settlement purposes only; in addition, any written report of the BOARD shall be admissible in such subsequent proceedings and each party hereby stipulates to its admissibility; and provided, further that if settlement is reached as a result of the recommendations of the BOARD, any material presented to the BOARD, as well as the recommended settlement, may be used to justify any contract modification which may result from the settlement.

I. It may not be necessary for the BOARD to keep a formal record of its sessions during the consideration of a dispute. This would depend partly upon the nature and magnitude of the dispute and upon the attitude of the parties.

V.

MISCELLANEOUS

It is not desirable to adopt hard and fast rules for the functioning of the BOARD. The entire procedure should be kept flexible so that it can adapt to changing situations. The BOARD should initiate, with the other parties' concurrence, new rules or modifications to old ones whenever this is deemed necessary. It is desirable to keep the hearings informal.

-- End of Section --

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DIVISION 02 - SITE WORK

SECTION 02130

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- 1.4 COFFERDAM SYSTEM
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-- End of Section Table of Contents --

SECTION 02130

DIVERSION AND CONTROL OF WATER

PART 1 GENERAL

1.1 GENERAL

It is anticipated that storm, surface, ground and or other waters will be encountered at various times and locations during the work as a result of groundwater, rainfall and/or the Santa Ana River and the operation of the dam. Such waters may interfere with Contractor's operation and may cause damage to the construction by flooding, lateral erosion, sedimentation or pollution if not properly controlled by the Contractor. The Contractor, by submitting a bid assumes all of said risk and the Contractor acknowledges that a bid was prepared accordingly. The responsibility of the Contractor for protection of work is specified in paragraph: Damage to Work.

Prado Dam will be operated during the construction period to provide flood control and water conservation benefits. Operation of the dam during the construction period **is outlined in a Corps document entitled "Prado Dam Interim Water Control During Construction" that the Corps plans to make available to bidders around 3 December 2002.** The Contractor shall plan his activities so as they do not interfere with the operation of the dam, as described in the said document. Should a conflict between construction and the operation of the dam arise, the dam will be operated with priority given to public safety, flood control and water conservation.

The Contractor shall conduct its operations in such a manner that storm or other waters may proceed without diversion or obstruction along existing drainage courses. Diversion of water for short reaches in order to protect construction in progress will be permitted.

The Contractor shall conduct construction operations to protect water from being polluted with fuels, oils, bitumens or other harmful materials, and shall be responsible for removing said materials **upon completion of project construction.**

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Cofferdam System; G

Water Control Plan; G

1.3 MAINTENANCE OF DAM OPERATION

The Contractor is responsible for following the sequence and stages of construction as outlined in the paragraph: Sequence of Construction, in order to maintain the operation and integrity of Prado Dam. The existing outlet works must remain in operation until the new outlet works and runout channel are complete. The new outlet works must be operational and accepted prior to any demolition of the existing outlet works. The Contractor shall maintain access to the existing outlet works and control tower via the SR-71 at all times until the new outlet works is accepted. Specifically, the Contractor shall not hinder the dam tender's access to any part of the dam, existing outlet channel and downstream gage station at any time. The Contractor shall not compromise the integrity or functionality of the existing dam embankment nor take any action that lowers the maximum elevation at which water can be stored at any time, other than what is stated hereinbelow.

The embankment of Prado Dam shall be constructed in stages to maintain the integrity of the Dam. Specific requirements include

- a. Construct the outlet works in the stages identified in the plan documents,
- b. Excavate the existing Dam crest and reconstruct only between May 1 and August 1.
- c. Plan the work cycle with consideration for the flood seasons and water conservation operations.

The contractor shall not plan or rely on any special operation of the dam to protect his work or work area.

1.3.1 Sequence of Construction

The order of work established in this section is for the purpose of maintaining the operation and integrity of the existing dam. The Contractor is responsible for the development of his own construction schedule, but shall incorporate and comply with the sequence of construction as defined in this section. Adjustments in the sequence require the approval of the Contracting Officer and must be coordinated with the District's Reservoir Regulation Section (Brian Tracy, phone: (213) 452-3527, fax: (213) 452-4202.

Phase 1

1. Coordinate the relocation of SCE and SCG electric and gas line facilities by the utility agencies.
2. Clear the Dam and borrow sites. Commence development of borrow sites and borrow haul roads.
3. Construct the cofferdam as part of the Stage 1 grading including the Contractor's designed seepage control system.
4. Construct the Stage 1 portion of the outlet works intake facility, transition structure, conduit and stilling basin;
5. Concurrent with the Stage 1 construction, remove and stockpile the gravel blanket on the south side of the embankment. Commence construction of south embankment to elevation 558.

Phase 2

1. Construct over the completed portions of the conduit, the specified materials to the lines and grades identified in the Stage 2 a and Stage 2 b grading. Prior to commencement of the Stage 2 c grading, install gates in the intake structure in a closed position. The integrity of the dam shall be secured prior to proceeding with Stage 2 c construction.
2. Construct Stage 2 c grading and conduit, **remove cofferdam**.
3. Construct runout channel leaving an opening for the existing runout channel in order to maintain operation of existing dam.

Phase 3

1. Construct Stage 3 grading which includes the completion of the dam embankment over the conduit constructed during Stage 2 c, approach and **pilot** channel grading.
2. Excavate existing dam crest between May 1 and August 1 and proceed with raising embankment to final grade between Sta. 8+00 and **end of project**.
3. Complete interior of outlet works. Install access bridge, electrical systems, well and waterline, sewer facilities, complete and transfer operations of dam from existing outlet works to new outlet works, complete paving of all access road and embankment except for SR-71 access road and beginning of embankment.

Phase 4

1. Remove existing access bridge and demobilize outlet works.
2. Excavate existing dam crest between **beginning of project** and Sta. 8+00 between May 1 and August 1 complete embankment.
3. Plug existing outlet works, complete runout channel, fill existing runoff channel to final grade.
4. Final projects: close borrow sites, hydroseed and demobilize equipment.

The Contractor shall not implement any haul road for Stage 1 grading that will breach the integrity of the existing dam. Any Contractor developed haul roads that deviate from the Stage 1 grading design shall require the approval of the Contracting Officer.

1.4 COFFERDAM SYSTEM

The cofferdam and seepage control system are a required part of the diversion and control of the water plan. The Constructed cofferdam system will have a minimum crest elevation at 525. The cofferdam system shall be constructed as specified in Section 02200: EXCAVATION. Alternate designs may be submitted for approval by the Contracting Officer for the configuration of the cofferdam and the seepage control features.

1.4.1 Water Conservation Storage

To the extent that flood protection is not compromised and environmental constraints are met, Prado Dam is utilized to store flood runoff and release water at a rate that can be recharged to groundwater downstream by the Orange County Water District (OCWD). Pool regulation **differs during** the winter flood season and the non-flood season.

Winter Flood Season. (1 October to 28 February) Pool elevation for water conservation will not exceed 494 feet.

Non-Flood Season. (1 March to 30 September) The allowable maximum reservoir elevation for water conservation is increased from 494 feet to 505 feet. An outflow of 200-600 cubic-feet per second is maintained as requested by the OCWD until the pool is exhausted. The pool may be maintained until 31 August. The month of September is **designated** for maintenance purposes. Maintenance activities that require a dry reservoir will be performed at this time.

1.5 EXISTING OUTLET WORKS

As stated above, Prado Dam will be operated during the construction period as prescribed in the Corps document entitled "Prado Dam Interim Water Control During Construction" Plan. The Plan describes schedules for water releases based upon the water surface elevation in the reservoir, downstream conditions and the inflow forecast. It is the responsibility of the Contractor for protection of work against flows as specified in the paragraph: By-Pass Capacities.

1.5.1 By-Pass Capacities

The Contractor shall plan for protecting downstream work against releases from the existing and/or new outlet works of up to 6,000 cfs from 15 November to 15 April, and 600 cfs from 16 April to 14 November, as measured using the existing dam gate ratings published in the 1994 Water Control Manual for Prado Dam & Reservoir.

1.5.2 Downstream Diversion Activities

The Contractor shall conduct all diversion operations in such a manner as to avoid adversely impacting conditions downstream of the project. The Contractor is responsible for flows from diversion operations until they reenter the existing active natural Santa Ana River low-flow channels and these flows shall be returned to its pre-diversion condition. If, in the opinion of the Contracting Officer, the outflows released from the diversion activities have or are causing changes to the geomorphology of the canyon, the Contractor shall take immediate remedial measures to return the downstream channel to its pre-diversion condition. These measures will be performed by the Contractor without additional costs to the Government.

1.6 BORROW AREAS

Surface drainage from the borrow areas shall be controlled by dikes, ditches, sump pumps, drainage pipes, etc. Suitable drainage facilities shall be provided to protect existing facilities which are to remain in place. The Contractor shall submit a borrow site drainage plan for the Contracting Officer's review and approval.

1.7 DRAINAGE DITCHES AND SUMPS

The location and depth of any bypass drainage ditch or sump shall be subject to Government approval. Special precautions shall be taken to avoid impairing the permanent subgrade or embankment foundation. Any excavation below the foundation subgrade shall be refilled with compacted fill in accordance with the SECTION 02200: EXCAVATION and Section 02212: EMBANKMENT by and at the expense of the Contractor.

1.8 WATER CONTROL PLAN

Thirty (30) calendar days prior to construction of the diversion facilities specified in paragraph: Sequence of Construction, the Contractor shall submit plans showing the proposed methods to dewater each working area and control the water from rain, sheet flow, streamflows, and other surface water. The plans shall show the scheme of operations and a complete layout of drainage pipes, pumps, diversion channels, cofferdams, etc. The Contractor shall assume full responsibility for the adequacy of his dewatering and control methods. Prior **notice to** the Contracting Officer of the Contractor's method of dewatering will in no way release the Contractor from the fulfillment of his obligations or **make** the Government, in any manner, responsible for any losses due to failure or inadequacy of the dewatering and control method used.

1.8.1 Damage to Work

Except as herein provided, damage to all work (including temporary construction), utilities, materials, equipment and plant shall be repaired to the satisfaction of the Contracting Officer at the Contractor's expense, regardless of the cause of such damage. As specified in the CONTRACT CLAUSE: PERMITS AND RESPONSIBILITIES "The Contractor shall be responsible for all materials-delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract." **However, if any part of the work performed by the Contractor is damaged by surface flows during a flood event in which the by-pass capacities as stated above are exceeded, the Contractor will make the repairs as ordered by the Contracting Officer and compensation for such repairs will be made at the applicable contract unit or lump sum prices as fixed and established in the contract.** If, in the opinion of the Contracting Officer, there are no contract unit or lump sum prices applicable to any part of such work an equitable adjustment pursuant to CONTRACT CLAUSE: CHANGES, will be made as full compensation for the repairs of that part of the accepted permanent work for which there are no applicable contract unit or **lump sum** prices.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

-- End of Section --