

TRI-DAM PROJECT

ADDENDUM NO. 2

BID DOCUMENTS FOR BEARDSLEY ABAY PROJECT

DATE: July 23, 2019

CONDOR EARTH TECHNOLOGIES, INC.



SCOTT LEWIS
Project Manager

NOTICE TO PARTIES HOLDING SPECIFICATIONS:

The following are questions and responses:

QUESTION: The Estimated Earthwork Volumes on sheet D3.0 has 1,400 CY +/- of added rock Rip Rap and 850 CY added rock Topping Layer. This would = 2250 CY of Rip Rap and topping layer. With 1800 cy list as coming out of the cut from Rip Rap borrow area and 200 CY of topping being imported in bid item G2, Will the contractor need to import an addition 250 cy of Rip Rap or Topping rock?

ANSWER: This is not anticipated.

QUESTION: Is all the rock need onsite if we just import the additional topping rock in bid item G2?

ANSWER: The 850 CY added rock Topping Layer shown on Sheet D3.0 is incorrect; it should be 200 CY to conform with Bid Item G2 (import rock topping). The value of ±1,400 CY of riprap (about 1,100 CY 2-ton and 300 CY smaller in-fill blocks) is the estimated volume needed for the improvements downstream of the dam, placed under Bid item G1. The additional ±400 CY of riprap is the estimated volume needed for the fill shown for the road improvements downstream of the north dam abutment leading to the bench, placed under Bid Item E2. Actual quantities may vary. The 200 CY of import topping is dependent upon travel way requirements for equipment needed to access along the bench to the left abutment. **[PDF OF CORRECTED CONTRACT DRAWING SHEET D3.0 IS ATTACHED]**

QUESTION: Is the contractor to assume that all the fill required for the new access road to the Rip Rap borrow area is to be imported fill?

ANSWER: This depends on the contractor's means and methods to construct temporary access along the access road alignment to the borrow area, and the means and methods to construct the permanent road shown on the drawings. We anticipate at



least a portion of the new access road fill will be import, but that some of the fill could be from the borrow area itself.

QUESTION: Can you please clarify what work needs to be completed by the Substantial completion and the final completion dates?

ANSWER: Refer to Specification Section 1320.1.03, paragraphs L and M. Items included for Substantial Completion are completion of work elements and removal of equipment and materials that will be within 1-foot of the river and reservoir water surfaces when the Abay is at its operating pool level; this includes the area around the dam and the borrow area.

QUESTION: Is construction water available on site?

ANSWER: Yes, details are provided in Addendum No. 1.

QUESTION: Will there be a cost to the contractor for construction water?

ANSWER: No cost for the water, cost for equipment will be the contractor’s responsibility.

QUESTION: On page 12 [SECTION 00300.2.D] it says the payment and performance bonds are to be submitted with the bid? Is this correct?

ANSWER: The Bid Bond is required upon submission of the bid, the Payment and Performance Bonds will be required after Contract Award and prior to Notice to Proceed. **[PDF OF CORRECTED CONTRACT SECTION 00300.2.D IS ATTACHED]**

QUESTION: Do roads need to be repaved at the end of project?

ANSWER: Haul Routes and Access Roads: It is anticipated that the asphalt pavement between the borrow site and the Abay dam may crack and be damaged due to the nature of the hauling operations performed by the contractor. The contractor will not be required to replace damaged asphalt pavement. However, the contractor will be expected to leave the roadway in reasonable, graded, and flat condition capable of being traversed by standard vehicular traffic. Other structures along the haul and access routes impacted by operations will need to be protected and/or replaced at no additional cost if damaged.

The specifications of the bid documents are hereby amended as follows:

LOCATION

CHANGE

SECTION 00300, INSTRUCTIONS FOR BIDDERS

<u>Page</u>	<u>Article</u>	
00300-1	2.D	<u>Remove:</u> 00602 Performance Bond and 00603 Payment Bond
00300-8	16.C	<u>Add:</u> C. Contractor is required to provide a list of suppliers providing more than



\$20,000 in supplies/materials for the project Work to be performed under these Contract Documents.

00300-10

25.C

Replace: Should the Contractor further fail to have Work Substantially Completed by November 21, 2019, whereby OWNER is unable to maintain the pool at normal operating level to resume power generation, a deduction of **Fifty-Five Thousand Dollars (\$55,000) per day**, shall be made from amounts otherwise due to the Contractor for each and every calendar day, or fraction thereof, until the Work is Substantially Completed. Such deduction shall represent the liquidated damages owed to OWNER by Contractor as a result of Contractor's failure to complete the Work within the time allotted and impairing OWNER's ability to generate power.

SECTION 00520, CONTRACT

Page

Article

00520-2

1.I

Replace: Should the Contractor further fail to have Work Substantially Completed by November 21, 2019, whereby OWNER is unable to maintain the pool at normal operating level to resume power generation, a deduction of **Fifty-Five Thousand Dollars (\$55,000) per day**, shall be made from amounts otherwise due to the Contractor for each and every calendar day, or fraction thereof, until the Work is Substantially Completed. Such deduction shall represent the liquidated damages owed to OWNER by Contractor as a result of Contractor's failure to complete the Work within the time allotted and impairing OWNER's ability to generate power.

SECTION 00540, LIST OF SUBCONTRACTORS

Page

Article

00540-1

N/A

Add second paragraph: Additionally, the Contractor is required to provide a list of



		suppliers providing more than \$20,000 in supplies/materials for the project Work to be performed under the Contract Documents.
00540-1	N/A	<u>Add last sentence in fourth paragraph:</u> If the Contractor fails to list Subcontractors or Suppliers as required by code or as described in this Section, the bid will be considered non-responsive.
00540-1 and 2	N/A	<u>Add in footer:</u> AND SUPPLIERS

SECTION 00550, BIDDER’S RESPONSIBILITY STATEMENT

<u>Page</u>	<u>Article</u>	
00550-1	2.B	<u>Replace:</u> B. If any of the experience listed in this document refers to work performed under a different name, list the different business names and describe the relationship to the present business name on a separate page (list the additional pages in Section 8 below).
00550-1	2.C	<u>Remove:</u> Delete Article 2.C
00550-1	2.D	<u>Remove:</u> Delete Article 2.D
00550-5 and 6	4.B	<u>Add:</u> B. Provide a detailed description of three most recent sheet pile driving projects completed by contractor or subcontractor listed in Section 00540 List of Subcontractors and Suppliers. Details shall include a description of the sheet pile job and how the work was performed.

SECTION 01013, BEGINNING OF WORK, TIME OF COMPLETION, LIQUIDATED DAMAGES

<u>Page</u>	<u>Article</u>	
01013-1 and 2	1.03.B	<u>Replace:</u> Should the Contractor further fail to have Work Substantially Completed by November 21, 2019, whereby OWNER is unable to maintain the pool at normal operating level to resume power generation, a deduction of Fifty-Five Thousand Dollars (\$55,000) per day , shall be made from amounts otherwise due to the Contractor for each and every calendar day,



or fraction thereof, until the Work is Substantially Completed. Such deduction shall represent the liquidated damages owed to OWNER by Contractor as a result of Contractor's failure to complete the Work within the time allotted and impairing OWNER's ability to generate power.

01013-1 and 2

N/A

Edit in footer: ... **LIQUIDATED**

SECTION 01100, GENERAL CONDITIONS

Page

Article

01100-12

01175.C

Replace: Should the Contractor further fail to have Work Substantially Completed by November 21, 2019, whereby OWNER is unable to maintain the pool at normal operating level to resume power generation, a deduction of **Fifty-Five Thousand Dollars (\$55,000) per day**, shall be made from amounts otherwise due to the Contractor for each and every calendar day, or fraction thereof, until the Work is Substantially Completed. Such deduction shall represent the liquidated damages owed to OWNER by Contractor as a result of Contractor's failure to complete the Work within the time allotted and impairing OWNER's ability to generate power.

ATTACHMENTS

TDP Abay Contract Document Drawing Sheet D3.0

Specification Section 00300 – Instruction for Bidders, pages 00300-1, 00300-8 and 00300-10

Specification Section 00520 – Contract, page 00520-2

Specification Section 00540 – List of Subcontractors and Suppliers, pages 00540-1 and 00540-2

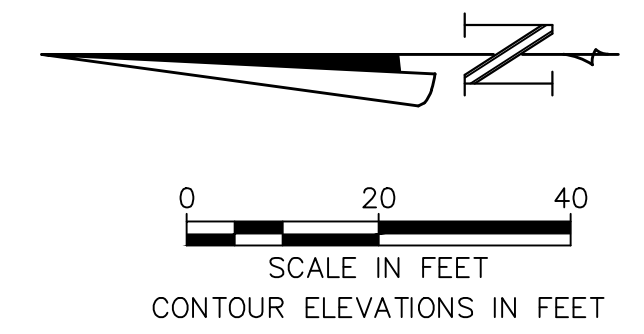
Specification Section 00550 – Bidders Responsibility Statement, pages 00550-1, 00550-5 and 00550-6

Specification Section 01013 – Beginning of Work, Time of Completion, Liquidated Damages, pages 01013-1 and 01013-2

Specification Section 01100 – General Conditions, page 01100-12

- END OF ADDENDUM NO. 2 -





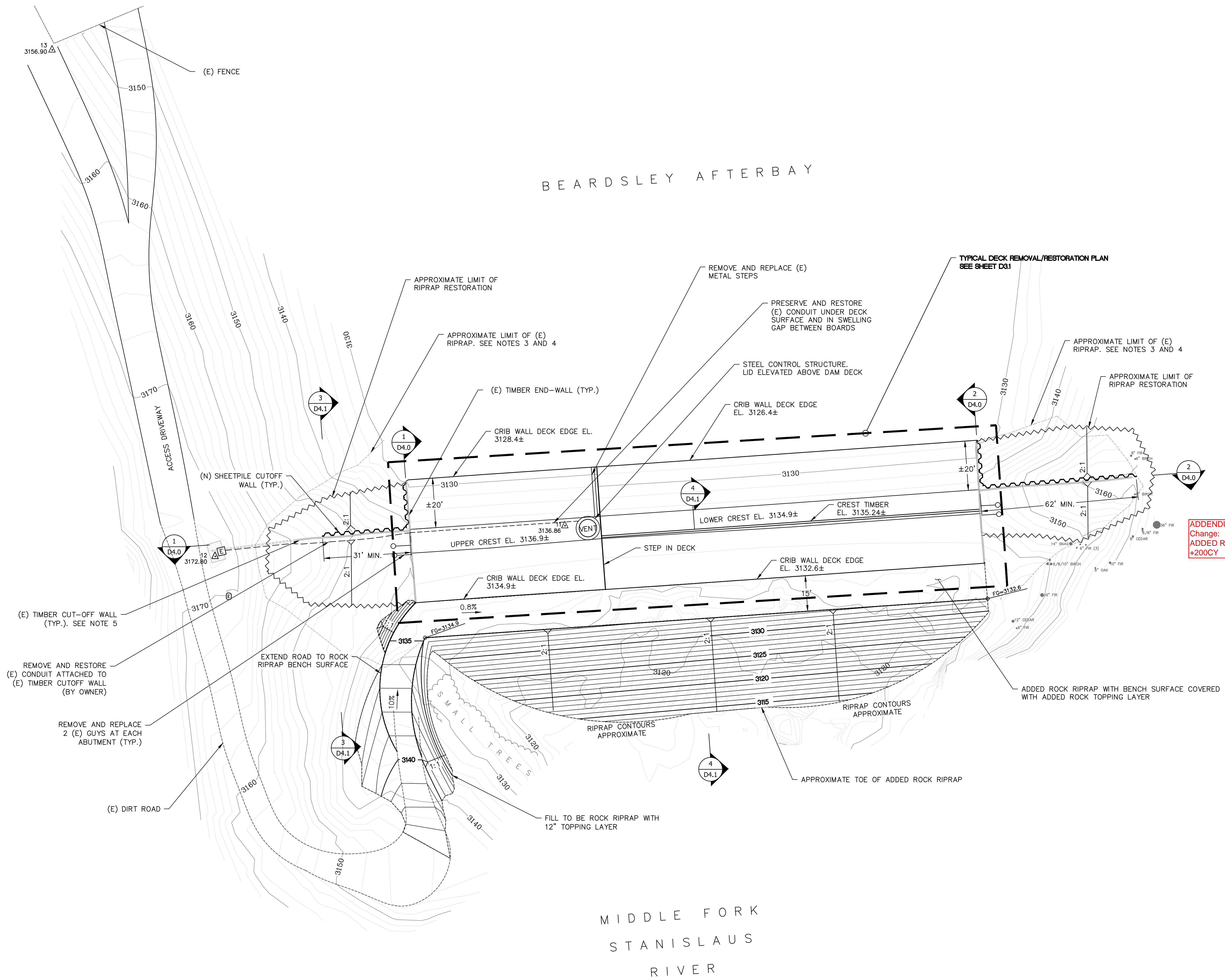
NOTES

1. ERIK OHLSON & ASSOCIATES PERFORMED THE TOPOGRAPHIC SURVEY IN OCTOBER 2017 USING A LEICA TCR 1103 TOTAL STATION.
2. HORIZONTAL AND VERTICAL DATUM IS ASSUMED AND IS BASED ON ELEVATION 3134.24 FEET AT THE NORTH END OF THE LOWER-DECK CREST (FROM THE JULY 22, 1957 AS CONSTRUCTED DRAWINGS BY INTERNATIONAL ENGINEERING CO., INC.).
3. REMOVE EXISTING RIPRAP AT ABUTMENTS, AS NECESSARY, ALONG THE UPSTREAM SIDES OF THE EXISTING TIMBER CUTOFF AND END WALLS. TO FACILITATE START OF SHEETPILE DRIVING FROM THE SURFACE OF THE GROUND BELOW THE EXISTING RIPRAP.
4. REMOVE RIPRAP SEQUENTIALLY ON THE UPSTREAM AND DOWNSTREAM SIDES OF THE ABUTMENTS IN 5-FOOT MAXIMUM LIFTS SO THE EXISTING WALL RETAINS NO MORE THAN 5 FEET OF RIPRAP DURING RIPRAP REMOVAL (TO PREVENT OVERSTRESSING AND DAMAGING THE EXISTING WALL).
5. PLACE TEMPORARY SHORING FOR THE (E) TIMBER CUTOFF WALLS SEQUENTIALLY WITH RIPRAP REMOVAL TO SUPPORT AND AVOID DAMAGING THE EXISTING WALL.

ESTIMATED EARTHWORK VOLUMES (CY)

ITEM	EST. VOLUME
ADDED ROCK RIPRAP	+1,400 CY
ADDED ROCK TOPPING LAYER	+850 CY
CRIB DAM TOPPING BACKFILL	+150 CY
CUT FROM RIPRAP BORROW AREAS	-1,800 CY
TEMPORARY RIPRAP REMOVAL AT ABUTMENTS	-1,100 CY
REPLACE RIPRAP AT ABUTMENTS	1,100 CY

ADDENDUM NO. 2 dated 7/23/19
Change:
ADDED ROCK TOPPING LAYER
+200CY



06/21/2019

REV#	DATE	BY	DESCRIPTION
3	06/21/2019	ASK	FOR BIDDING
2	02/25/2019	ASK	FOR DSOD RE-SUBMITTAL
1	07/23/2018	ASK	FOR DSOD RE-SUBMITTAL
0	04/09/2018	ASK	FOR AGENCY APPROVAL

**BEARDSLEY AFTERBAY DAM NO. 62-7
TUOLUMNE COUNTY**

TRI-DAM PROJECT

MAINTENANCE PROJECT

MAINTENANCE PLAN

<p>CONDOR EARTH 21663 Brian Lane P.O. Box 3905 Sonoma, CA 95370 (209) 532-0361 fax(209) 532-0773 www.condorearth.com</p>	SHEET
	D3.0

JOB#:	7262	DRAWN:	SMB	SCALE:	AS SHOWN
PRINTED:		CHECKED:	SWL	FILE:	7262.D30

DISCLAIMER: THIS PLAN REPRESENTS FEATURES FOR ILLUSTRATION PURPOSES ONLY. IT IS NOT A LEGAL SURVEY AND IS NOT INTENDED FOR USE IN DETERMINING BOUNDARIES. ANY USE OF THIS PLAN FOR PURPOSES OTHER THAN LOCATION OF FEATURES IS DONE SO AT THE USER'S RISK AND WITHOUT THE CONSENT OF CONDOR EARTH.

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SECTION 00300

INSTRUCTIONS FOR BIDDERS

1. OBTAINING COPIES OF CONTRACT DOCUMENTS

- A. Bidders may view the Contract Documents at the locations designated in Contract Specifications Section 00200 Notice Inviting Bids. The hardcopy at the OWNER'S location described in Contract Specification Section 00200 shall be the official Bid Set.
- B. Bidders shall use complete sets of Contract Documents in preparing Bids. OWNER will not be responsible for Bidder using an incomplete set of Contract Documents.
- C. OWNER makes the Contract Documents available, on the above terms, for the sole purpose of obtaining Bids for the Work and does not confer a license or grant permission for any other use of the Contract Documents.

2. FORM OF BID

- A. All Bids must be made on the regular Bid Forms, which are made a part of these Contract Documents. One (1) original Bid is to be provided in a sealed envelope marked as required in Contract Specifications Section 00200 Notice Inviting Bids. The Bid must be signed by the individual or by the proper officials of the firm or corporation by which the Bid is made. The right is reserved to reject any and all Bids and to waive technical defects as the interests of the OWNER require.
- B. All Bids must be valid for ninety (90) days following the date of the Bid.
- C. Bid Forms may be obtained as described in Contract Specifications Section 00200. The Contractor is responsible for submitting complete and current Bid Forms.
- D. The Bids shall include all portions of the following Sections:

- 00400 Noncollusion Affidavit
- 00502 Indemnity Agreement
- 00503 Guaranty
- 00530 Bid
- 00531 Acknowledgment of Receipt of Addenda
- 00540 List of Subcontractors and Suppliers
- 00550 Bidder's Responsibility Statement
- 00601 Bid Bond
- ~~00602 Performance Bond~~
- ~~00603 Payment Bond~~

14. AWARD OF CONTRACT

- A. The right is reserved to reject any or all Bids. The award of the Contract, if it is to be awarded, will be made to the lowest responsible Bidder whose Bid complied with all of the prescribed requirements.

15. EXECUTION OF CONTRACT

- A. The Contract shall be executed and signed by the Contractor and returned with the prescribed executed bonds and proof of insurance as required by the Contract Documents within the ten (10) days after receipt by him of the Notice of Award. Failure to return the signed and executed Contract with the prescribed executed bonds and proof of insurance within the ten (10) day limit shall be just cause for the annulment of the award and the forfeiture of the Bid security.

16. SUBCONTRACTOR AND SUPPLIER

- A. Each Bidder must comply with California PCC § 4100 to 4113 (Subletting and Subcontracting Fair Practices Act) and must submit with his Bid on the form attached to the Bid Form, the name and location of the mill, shop or office of each proposed Subcontractor and Supplier who will perform work or labor or render services to the Contractor in excess of one-half of one percent (0.5%) of the Contractor's total Price or ten thousand dollars (\$10,000), whichever is greater, and shall state the portion of the work which will be done and/or by each Subcontractor.
- B. Contractor is required to self-perform at least thirty three percent (33%) of all proposed work.
- C. Contractor is required to provide a list of suppliers providing more than \$20,000 in supplies/materials for the project Work to be performed under these Contract Documents.

17. COMMENCEMENT OF WORK

- A. The site work shall commence in non-wetted Work areas (within 1 vertical foot elevation of the surface water in designated Work areas) within two (2) weeks of issuance of the Notice-to-Proceed or as otherwise agreed by OWNER; to start Dam Work no later than October 7, 2019; to achieve Substantial Completion of the Work no later than November 17, 2019, and to achieve Final Completion of the Work by December 30, 2019.

18. TAXES

- A. The Bid price set forth in the Bid Form shall include all federal, state and local taxes applicable to the Work or materials furnished, and no claims for additional costs of any such tax shall be made.

23. COMPLIANCE WITH BIDDING PROCESS

- A. OWNER reserves the right to accept or reject any submitted Bid which fails to comply with any of the requirements as set forth herein.
- B. OWNER reserves the right to waive minor, non-material deviations in submitted Bids, at OWNER's sole discretion.

24. AWARD OF CONTRACT

- A. The OWNER may award a Contract as the interests of the OWNER may dictate.

25. COMPLIANCE WITH PROGRESS SCHEDULE

- A. The Contractor is specifically directed to review Contract Documents Section 01196 of the General Conditions.
- B. The Work is extremely time-sensitive, and time is of the essence. It is critical that the Work be Substantially Completed by November 17, 2019 ("Substantial Completion Deadline"). Should the Contractor fail to complete the Work by the Substantial Completion Deadline, a deduction of Five Thousand Dollars (\$5,000.00) per day will be made from amounts otherwise due the Contractor for each and every calendar day, or fraction thereof, that the Work, or each stated portion, remains incomplete after the Substantial Completion Date. Such deduction shall represent the liquidated damages owed to OWNER by Contractor as a result of Contractor's failure to complete the Work within the agreed upon period.
- C. Should the Contractor further fail to have Work Substantially Completed by November ~~23~~21, 2019, whereby OWNER is unable to maintain the pool at normal operating level to resume power generation, a deduction of ~~One Hundred Fifty Thousand Dollars (\$150,000.00), as a lump sum~~ Fifty-Five Thousand Dollars (\$55,000) per day, shall be made from amounts otherwise due to the Contractor for each and every calendar day, or fraction thereof, until the Work is Substantially Completed. Such deduction shall represent the liquidated damages owed to OWNER by Contractor as a result of Contractor's failure to complete the Work within the time allotted and impairing OWNER's ability to generate power ~~and is in addition to the daily accumulation of liquidated damages for failure to meet the Substantial Completion Deadline~~.

- END OF SECTION 00300 -

- F. To assume sole and complete responsibility for site conditions during the course of construction of this Project, including safety of all persons and property; and that is requirement shall apply continuously and not be limited to normal working hours.
- G. To maintain during the life of this Contract at the Contractors own expense Workers' Compensation, Automobile, Comprehensive Liability and Property Damage Insurance as set forth in any of the Contract Documents including, but not limited to Section 00502 Indemnity Agreement and in General Requirements Section 01172 Contractor's Insurance, or any additional insurance that may be required by the OWNER for the Work. Certificates of such insurance shall be delivered to the OWNER prior to the start of Work, and as may be otherwise specified within the Contract Documents. The Contractor must comply with California Labor Code § 3700. All insurance, excepting Worker's Compensation and Occupational Disease Insurance, shall include as additional insured, the South Joaquin Irrigation District, Oakdale Irrigation District, Tri-Dam Project, Condor Earth, and the directors, officers, employees, consultants and agents of the aforementioned. The Contractor shall furnish evidence of the required insurance coverage to the OWNER prior to execution of the Contract Documents. And in compliance with provisions of Section 1861 of the California Labor Code, the undersigned Contractor certifies as follows:

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

- H. The Work is extremely time-sensitive, and time is of the essence. It is critical that the Work be Substantially Completed by November 17, 2019 ("Substantial Completion Deadline"). Should the Contractor fail to complete the Work by the Substantial Completion Deadline, a deduction of **Five Thousand Dollars (\$5,000.00)** per day will be made from amounts otherwise due the Contractor for each and every calendar day, or fraction thereof, that the Work, or each stated portion, remains incomplete after the Substantial Completion Date. Such deduction shall represent the liquidated damages owed to OWNER by Contractor as a result of Contractor's failure to complete the Work within the agreed upon period.
- I. Should the Contractor further fail to have Work Substantially Completed by November ~~23~~21, 2019, whereby OWNER is unable to maintain the pool at normal operating level to resume power generation, a deduction of ~~One Hundred Fifty Thousand Dollars (\$150,000.00), as a lump sum~~ **Fifty-Five Thousand Dollars (\$55,000) per day**, shall be made from amounts otherwise due to the Contractor **for each and every calendar day, or fraction thereof, until the Work is Substantially Completed**. Such deduction shall represent the liquidated damages owed to OWNER by Contractor as a result of Contractor's failure to complete the Work within the time allotted and impairing OWNER's ability to generate power ~~and is in addition to the daily accumulation of liquidated damages for failure to meet the Substantial Completion Deadline~~.

SECTION 00540

LIST OF SUBCONTRACTORS AND SUPPLIERS

In compliance with the provisions of California PCC § 4100 to 4113, and any amendments thereof, each Bidder shall set forth below the names and locations of the mill, shop or office of each Subcontractor and Supplier who will perform work or labor or render service to the Contractor, in an amount in excess of one-half of one percent (0.5%) of the Contractor's total Price on or about the construction of the Work or improvement to be performed under these Contract Documents and the portion of the Work which will be done by each Subcontractor. Contractor is required to self-perform at least thirty three percent (33%) of all proposed Work.

Additionally, the Contractor is required to provide a list of suppliers providing more than \$20,000 in supplies/materials for the project Work to be performed under these Contract Documents.

If the Contractor fails to specify a Subcontractor and/or Supplier for any portion of the Work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract or purchase order that portion of the Work except under the conditions hereinafter set forth.

Subletting, subcontracting or purchase ordering of any portion of the Work as to which no Subcontractor and Supplier was designated in the original Bid shall only be permitted in cases of public emergency ~~or necessity~~. If the Contractor fails to list Subcontractors or Suppliers as required by code or as described in this Section, the bid will be considered non-responsive.

<u>Portion of Work</u>	<u>Name Sub/Supplier</u>	<u>Business Address</u>	<u>License #</u>	<u>% Work</u>	<u>DIR #</u>
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Portion of Work **Name Sub/Supplier** **Business Address** **License #** **% Work** **DIR #**

FIRM NAME: _____

BY: _____

TITLE: _____

- END OF SECTION 00540 -

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SECTION 00550

BIDDER'S RESPONSIBILITY STATEMENT

1. SCOPE OF THIS STATEMENT

In order to allow Tri-Dam Project (OWNER) to make a determination of the Bidder's responsibility, the Bidder shall provide the following information as a part of its Bid. OWNER shall consider the information contained in this Statement for the sole purpose of determining the Bidder's responsibility. Additional pages are required to respond to the questions set forth in this Statement, the Bidder shall describe and list the additional pages in Section 8 below.

2. EXPERIENCE

A. How many years has the Bidder been performing work as a contractor under the present business name?

B. ~~If any of the experience listed in this document refers to work performed under a different name, list the different business names and describe the relationship to the present business name on a separate page (list the additional pages in Section 8 below). Does any of the Bidder's experience listed in this document refer to work performed under a different business name? If so, list the different business names and describe the relationship to the present business name on a separate page (list the additional pages in Section 8 below).~~

~~C. Does any of the Bidder's experience listed in this document refer to work performed by a current employee(s) while employed under a different business name? If so, list (1) the different business name(s), (2) the employee(s) role in the work experience, (3) the employee(s) role under the present business name, and (4) the associated work experience project name listed in this document on a separate page (list the additional pages in Section 8 below).~~

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~~D. Does any of the Bidder's experience listed in Section 8 of this document refer to work performed by a subcontractor to the Bidder? If so, list (1) the subcontractor business name, (2) the subcontractor's role in the work experience, and (3) the associated work experience project name listed in this document on a separate page (list the additional pages in Section 8 below).~~

Contact Person's Phone: _____

Email: _____

- B. Provide a detailed description of three most recent sheet pile driving projects completed by contractor or subcontractor listed in Section 00540 List of Subcontractors and Suppliers. Details shall include a description of the sheet pile job and how the work was performed.

Project Name:

Project Description:

Contract Amount:

Date Completed:

Contact Person:

Contact Person's Phone:

Email:

Project Name:

Project Description:

Contract Amount:

Date Completed:

Contact Person: _____

Contact Person's Phone: _____

Email: _____

Project Name: _____

Project Description: _____

Contract Amount: _____

Date Completed: _____

Contact Person: _____

Contact Person's Phone: _____

Email: _____

5. CLAIMS HISTORY

- A. Has any claim (whether mediated, arbitrated, or litigated) been made against your company or any subcontractor listed in Section 8 in the past five (5) years?

- B. Has your company or any subcontractor listed in Section 8 made any claim (whether mediated, arbitrated, or litigated) against any public entity or claim in the past five (5) years?

- C. If you answered "yes" to subsections 5.A. or 5.B. above, describe the claim(s) using the format below: (use additional sheets if necessary).

Project Name: _____

SECTION 01013

BEGINNING OF WORK, TIME OF COMPLETION, LIQUIDATED DAMAGES

PART 1 - GENERAL

1.01 GENERAL

- A. Attention is directed to the provisions in these General Requirements and Section 01100 General Conditions of these Contract Documents for Beginning of Work, Time of Completion and Liquidated Damages.

1.02 BEGINNING OF WORK AND TIME OF COMPLETION

- A. The Contractor shall begin Work in non-wetted work areas (“Non-Wetted Area Work”) within two (2) weeks of issuance of the Notice-to-Proceed or as otherwise agreed by OWNER and start Dam Work no later than October 7, 2019. Contractor shall substantially complete the Work on the Dates as shown in Section 00200 Notice Inviting Bids, to allow proper operation. The Contract Award is anticipated to be issued **August 15, 2019**.
- B. The Contractor shall diligently prosecute the Work to completion on or before the Substantial Completion Date indicated on the Notice-to-Proceed and specified in Section 01100 General Conditions, Article 01193 Time of Completion.

1.03 LIQUIDATED DAMAGES

- A. The Work is extremely time-sensitive, and time is of the essence. It is critical that the Work be Substantially Completed by November 17, 2019 (“Substantial Completion Deadline”). Should the Contractor fail to complete the Work by the Substantial Completion Deadline, a deduction of **Five Thousand Dollars (\$5,000.00)** per day will be made from amounts otherwise due the Contractor for each and every calendar day, or fraction thereof, that the Work, or each stated portion, remains incomplete after the Substantial Completion Date. Such deduction shall represent the liquidated damages owed to OWNER by Contractor as a result of Contractor’s failure to complete the Work within the agreed upon period.
- B. Should the Contractor further fail to have Work Substantially Completed by November ~~23~~²¹, 2019, whereby OWNER is unable to maintain the pool at normal operating level to resume power generation, a deduction of ~~One Hundred Fifty Thousand Dollars (\$150,000.00)~~, as a lump sum Fifty-Five Thousand Dollars (\$55,000) per day, shall be made from amounts otherwise due to the Contractor for each and every calendar day, or fraction thereof, until the Work is Substantially Completed. Such deduction shall represent the liquidated damages owed to

OWNER by Contractor as a result of Contractor's failure to complete the Work within the time allotted and impairing OWNER's ability to generate power ~~and is in addition to the daily accumulation of liquidated damages for failure to meet the Substantial Completion Deadline.~~

- END OF SECTION 01013 -

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01175 DAMAGES

- A. If either party to this Contract should suffer damage in any manner because of any wrongful act or neglect of the other party or of anyone employed by him, then he shall be reimbursed by the other party for such damage.
- B. The Work is extremely time-sensitive, and time is of the essence. It is critical that the Work be Substantially Completed by November 17, 2019 (“Substantial Completion Deadline”). Should the Contractor fail to complete the Work by the Substantial Completion Deadline, a deduction of **Five Thousand Dollars (\$5,000.00)** per day will be made from amounts otherwise due the Contractor for each and every calendar day, or fraction thereof, that the Work, or each stated portion, remains incomplete after the Substantial Completion Date. Such deduction shall represent the liquidated damages owed to OWNER by Contractor as a result of Contractor’s failure to complete the Work within the agreed upon period.
- C. Should the Contractor further fail to have Work Substantially Completed by November ~~23~~21, 2019, whereby OWNER is unable to maintain the pool at normal operating level to resume power generation, a deduction of ~~One Hundred Fifty Thousand Dollars (\$150,000.00), as a lump-sum~~Fifty-Five Thousand Dollars (\$55,000) per day, shall be made from amounts otherwise due to the Contractor for each and every calendar day, or fraction thereof, until the Work is Substantially Completed. Such deduction shall represent the liquidated damages owed to OWNER by Contractor as a result of Contractor’s failure to complete the Work within the time allotted and impairing OWNER’s ability to generate power ~~and is in addition to the daily accumulation of liquidated damages for failure to meet the Substantial Completion Deadline~~.
- D. Claims under this clause shall be made in writing to the party liable within a reasonable time after the first observance of such damage and not later than the time of final payment, except as otherwise provided in the Contract Documents in the case of faulty work or materials.

01176 TRANSFER OF CONTRACT

- A. The Contractor shall not transfer his Contract without the approval of the OWNER. No transfer shall, under any circumstances relieve the Contractor of his liabilities and obligations under his Contract. No transfer shall be made until after the Surety has been given due notice of such transfer and has furnished written consent thereto.

01177 SUBCONTRACTORS AND SUPPLIERS

- A. The Contractor shall submit with the Bid a list of all Subcontractors and Suppliers who will perform Work in excess of ten thousand dollars (\$10,000), whichever is