

## Appendix 1. General Design-Build Requirements and Procedures

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Attachment 1A. Final Reference Documents

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# APPENDIX 1

## General Design-Build Requirements and Procedures



### 1.1 PURPOSE

The purpose of this Appendix is to establish the general requirements and procedures that the Company shall adhere to in performing the Design-Build Work. The major topics covered in this Appendix include:

- Management and Coordination
- Progress Schedule Requirements
- Daily Reports
- Public Outreach
- Emergency Planning

This Appendix also includes a list of all final Reference Documents in Attachment 1A.

### 1.2 MANAGEMENT AND COORDINATION

#### 1.2.1 Schedule of Values

Within thirty (30) days following the Contract Date, and prior to the first request for progress payment, the Company shall provide a draft Schedule of Values (SOV) for the Design-Build Work for purposes of establishing a rational method for estimating the amount and value of the Design-Build Work completed for progress payment purposes. The Company's overhead and profit is required to be uniformly prorated over all listed items in the SOV. The draft SOV is subject to review and approval by the Stanislaus Regional Water Authority (SRWA).

The cost breakdown established in the SOV shall be in a format approved by the SRWA, with major items of work listed individually. The SOV must provide a breakdown of the costs in the Base Design-Build Price that meets SRWA needs for (1) cost allocation and subsequent SRWA billing to the City of Ceres and City of Turlock (Cities) and Turlock Irrigation District (TID) in accordance with Design-Build Contract (Contract) Section 6.3(C) (TID and Cities Cost Breakout), and (2) requirements for State Revolving Fund (SRF) Program reimbursement requests. The cost breakdown shall be by process area, structure, or other logical division of Design-Build Work, with separate line items for at least the following:

- Each non-construction item, including but not limited to each plan required by the Contract such as the following:
  - Project Management Plan
  - Document Submittal Plan
  - Basis of Design Report
  - Design-Build Quality Management Plan
  - Acceptance Test Plan
  - Emergency Response Plan
  - Site Health and Safety Plan

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- Hazardous Materials Management Plan
- Corrosion Control Plan
- Disinfection Plan
- Instrumentation and Control Plan
- Stormwater Pollution Prevention Plan
- Design (including each design submittal plus design-period quality assurance and quality control (QA/QC))
- Permitting (including cost items for each milestone for every permit to be obtained by the Company)
- Training
- Startup and testing
- Vendor operation and maintenance manuals
- Plant operation and maintenance manuals
- Maintenance management system data files

The cost breakdown for architectural, structural, mechanical, and electrical work shall include separate items for the major identifiable elements of large or complex structures. Approximate quantities of Design-Build Work performed by the Company shall be provided. For quantities that are the sum total of several individual quantities, backup summaries shall be provided which list the individual descriptions and quantities. These summaries then will be used to determine the quantities of Design-Build Work in place in subsequent progress payment requests.

Construction-period QA/QC, as specified in Appendix 4 (Design-Build Quality Management), shall be included as at least two separate line items in the SOV. One line item shall include the construction inspection staff, the construction-period QA/QC Manager, and the Alternate QA/QC Manager, as described in Appendix 4 (Design-Build Quality Management). Construction testing services shall be included in a separate line item. Design-period QA/QC shall be included as a separate line item.

The intent of the requirements in this subsection is to provide a level of detail acceptable to the SRWA to allow a fair and reasonable estimate to be made of the value of work completed. The detail of the cost breakdown shall be sufficient to provide timely processing of the monthly progress payment request. For the purposes of SRF Program reimbursement requests to be prepared by the SRWA, the SOV breakdown shall be summarized by major construction element acceptable to SRF Program staff, such as treatment process area and major pipeline segment.

The cost breakdown will be subject to the approval of the SRWA, and upon request the Company shall substantiate the price for any or all items and provide additional level of detail, including quantities of Design-Build Work. The cost breakdown shall be sufficiently detailed to permit its use by the SRWA as one of the bases for evaluating requests for payments. The SRWA shall be the sole judge of the adequacy of the cost breakdown. The cost breakdown shall be solely used to determine progress payments. The cost breakdown shall not be considered in determining payment or credit for Design and Construction Requirement Changes.

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The SRWA has established the following value allocations for certain SOV pay items. The SRWA may make any adjustments to these value allocations if, in the opinion of the SRWA, such adjustments are necessary to establish fair and reasonable allocation of values for the work components:

1. The cost of design and permitting shall not exceed 8 percent of the Base Design-Build Price. Design includes the preparation of design period submittals described in Appendix 2 (Design-Build Work Submittal Requirements and Review Procedures). Permitting includes obtaining the Government Approvals described in Appendix 9 (Government Approvals, Utilities, and Landowner Coordination).
2. Mobilization shall not exceed 4 percent of the Base Design-Build Price and shall be paid on a percent complete basis as the items covered in the Mobilization are being completed. Mobilization shall include bonds, insurance, preparation and approval of initial SOV and critical path method schedule, potholing for existing Utilities, moving onto the site all construction equipment needed for the first three months of the Project, any demobilization and remobilization due to construction phasing, furnishing temporary construction utilities (temporary power, toilets, water, fences, etc.), installing construction signs, and installing temporary buildings and field office trailers, including furnishings.
3. Demobilization shall be a separate pay item of no less than 1 percent of the Base Design-Build Price. Demobilization shall include site cleaning and restoration of surfaces within the Site, punch list closeout, removal of all temporary facilities and equipment from the work area, disconnection of the temporary construction utilities and turnover of the Project to the SRWA. Demobilization shall be included with a payment application following Final Completion.
4. Record Document preparation shall be no less than 0.4 percent of the Base Design-Build Price and shall be paid upon SRWA acceptance of the final Record Documents prepared by the Company.
5. Activities described in Appendix 7 (Pre-Acceptance and Acceptance Test Requirements) related to start-up of the Improvements shall be no less than 1.5 percent of the Base Design-Build Price and shall be paid in equal monthly increments commencing when start-up activities begin and ending upon SRWA concurrence with the Acceptance Test report and results.

#### 1.2.2 Company's Project Management Plan

In accordance with Subsection 4.1(E) (Project Schedule and Reports) of the Contract, the Company shall prepare and submit a Project Management Plan. The plan shall include at least the following elements:

- Organizational chart of the Project team including both the Company and the SRWA
- Schedule of regular progress meetings and topics

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The progress meeting schedule shall be developed in coordination with the SRWA and shall include both design period meetings and construction period meetings. Where specific dates for progress meetings are not yet identified, the Project Management Plan shall state the frequency and expected participants during distinct phases of the work.

The Communications Protocol and Review and Approval Matrix may be incorporated in the plan or provided separately.

#### 1.2.3 Communications Protocol

The Company shall prepare and submit (a) an electronic version of a draft Communications Protocol for review and comment by the SRWA no later than sixty (60) days after the Contract Date; and (b) an updated electronic draft Communications Protocol no later than thirty (30) days after receipt of SRWA comments. The Communications Protocol shall be prepared in collaboration with the SRWA and shall include SRWA and Company phone numbers, e-mail addresses, and points of contact. The Communications Protocol shall be organized as a directory available to the SRWA and Company personnel and shall outline points of contact under various circumstances, including emergencies. The Communications Protocol shall also outline regulatory coordination and public relations procedures. Procedures for the Company's receipt and handling of telephone calls and questions from the media and general public shall be coordinated with the SRWA and described in detail. The Communications Protocol shall also include procedures for the Company to provide advance notification to the public of interruption of normal traffic flow, as required by Appendix 3 (Construction Work Requirements).

The SRWA will review the draft and updated draft Communications Protocol and return comments within thirty (30) days of each submittal. No later than thirty (30) days following the return of comments on the updated draft Communications Protocol, the Company shall submit to the SRWA a final version of the Communications Protocol incorporating the SRWA-requested changes. The Communications Protocol shall be updated and resubmitted semi-annually, or more frequently if needed, to remain current.

#### 1.2.4 Review and Approval Matrix

The Company, in coordination with the SRWA, shall prepare and submit a review and approval matrix. The Company shall take the lead on preparing the matrix outline, with input from the SRWA, within thirty (30) days after the Contract Date. The review and approval matrix will provide a clear understanding of the approval process and necessary signatures required for each of the submittals that require SRWA approval, as defined in the Contract. The matrix shall be consistent with the Document Submittal Plan (and may be part of that document) described in Appendix 2 (Design-Build Work Submittal Requirements and Review Procedures) and list all submittals, the submittal deadlines (drafts and final), SRWA review and comment deadlines, the signatures required by the Company and the SRWA for approval (including name and title), and any other information deemed necessary by the Company or the SRWA to provide a meaningful tool.

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#### 1.2.5 Coordination

The Company shall coordinate its design and its construction activities with the SRWA and any other designers and contractors performing work at or adjacent to the Sites. This coordination includes but is not limited to the designers and contractors for the Cities' local facilities (terminal tanks and distribution pipelines) and Stanislaus County designers and contractors for the new bridges and intersections along the Finished Water Transmission Main alignments. The Company shall develop guidelines for interfacing with management, design, and construction teams working for Turlock, Ceres and the County. The Company shall coordinate with the applicable Utilities on all construction activities that could impact existing Utility services and installations (e.g., overhead power and communication facilities, conduits, pipelines, transmission mains and other utility equipment and appurtenances). Coordination activities may include review of progress schedules and installation procedures with other contractors to identify potential conflicts, allocation of space on the Sites, drawing/design interchange among contractors, and establishment and modification of schedules and sequences of construction operations. Once the Cities' and County issue NTP for construction of their respective projects, the Company shall incorporate their milestones into the master project schedule. By overlaying the Company's construction schedule with the Cities' and County's contractor schedules, the Company can identify if there is any potential for interference during construction activities. If potential conflicts exist, the Company shall either modify its schedule to avoid the interface or, if not possible, work with the Cities'/County teams to clearly define site use well in advance of the work to avoid potential claims by the Cities'/County's contractors. The Company shall develop contingency plans in the event that the completion of one or both of the Cities' local facilities projects are delayed.

Early in the design process the Company's designers shall coordinate regarding control system requirements and electrical interfacing at the local facilities. The Company shall also coordinate regarding the specific testing and disinfection activities that will impact the local facilities.

The Company shall coordinate with the SRWA and Cities regarding any City Water Supply System shutdown required for interconnection and other interfaces between the Regional Water System and City Water Supply Systems. The Company must include all planned interconnection activities in the baseline schedule and schedule updates. Shutdowns shall be addressed at progress meetings at least sixty (60) days prior to the scheduled shutdown. The Company shall provide the SRWA a plan detailing the necessary operational modifications for the shutdown, requested assistance from the SRWA and Cities, and the anticipated shutdown duration. All interconnections shall be performed in a manner consistent with the requirements for connections specified in Appendix 3 (Construction Work Requirements).

#### 1.2.6 Monthly Progress Reports

Monthly progress reports to be submitted by the Company pursuant to Subsection 4.1(E) (Project Schedule and Reports) of the Contract shall include:

- A summary of Design-Build Work activities during the reporting month.
- A monthly construction update, which will be publicly posted as described in Section 1.5.4 (Construction Updates) of this Appendix.

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- A description of any upcoming changes or planned absences and substitutions for Key Personnel.
- A schedule of upcoming Design-Build Work activities.
- A listing of submittals delivered during the reporting month and their status.
- A listing of submittals scheduled for delivery the following month.
- The Company's health and safety statistics.
- The Company's verification that the record documents have been updated in accordance with Appendix 3 (Construction Work Requirements).
- A summary of progress towards obtaining Governmental Approvals.
- A listing of any violations of Applicable Law (which includes Governmental Approvals) and actions taken, or to be taken, to remedy the violation and eliminate or avoid any subsequent violations.
- A listing of issues needing resolution, identifying each unresolved concern or issue regarding the Design-Build Work and describing the Company's approach to promptly addressing the issue.
- A listing of all public inquiries and complaints during the reporting month, and the Company's response to each.
- Progress schedule update, as described in Section 1.3.7 (Schedule Updates) of this Appendix.
- The Company's plan for accelerating the schedule to meet the Scheduled Acceptance Date if the Company's progress-to-date indicates the Company's performance of the Design-Build Work is behind schedule.
- A schedule of upcoming meetings with the Utilities and public agencies.
- Photos of major construction activities.
- A summary of the level of QA/QC effort, including a description of general QA/QC activities and the labor hours spent on each activity.

The Company shall provide five (5) copies of the monthly progress report in a format acceptable to the SRWA.

#### 1.2.7 Partnering Sessions

The Company shall participate in up to two facilitated partnering sessions with the SRWA and its representatives. The SRWA representatives may include, but are not limited to, SRWA staff, members of the SRWA Board of Directors, representatives from the Cities, and SRWA consultants. Company representatives shall include, at a minimum, the following Key Personnel:

- Project Manager
- Design Manager

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- Company Engineer, including the lead engineer(s) for each major design discipline (Civil, Process Mechanical, Architectural, Structural, Electrical, Instrumentation and Controls, at a minimum)
- Construction Manager
- Company Construction Superintendent
- Mechanical Superintendent
- Other Key Construction Superintendent(s)
- QA/QC Manager(s) (Design and Construction)
- Start-Up and Testing Manager
- Permitting Lead

The SRWA will provide an appropriate facility to conduct the partnering sessions. The Company shall provide the names of potential facilitators, and the Company and the SRWA shall mutually agree on the selected facilitator. The Company shall pay for the facilitator's services and shall direct all key staff listed above to attend the partnering sessions.

#### 1.3 PROGRESS SCHEDULE REQUIREMENTS

The Company shall prepare a progress schedule consistent with the work sequence and constraints defined in Appendix 3 (Construction Work Requirements).

##### 1.3.1 General

The progress schedule for the Design-Build Work shall also be referred to as the critical path method (CPM) schedule. A CPM schedule is a graphical depiction of the Company's plan for the Design-Build Work, showing the sequential activities necessary to complete the Design-Build Work within the times and constraints specified in the Contract. The CPM schedule for the Design-Build Work shall depict events and tasks as activities, showing their interrelationships, and shall identify the progress required for each activity before subsequent activities can start. Activities shall be logically presented in a network chronologically showing the interrelationships of the various activities. Because each activity has an assigned duration, the completed network shall show the critical path of activities that must be completed on time to ensure timely completion of the Design-Build Work. The earliest and latest start and finish times and float for each activity shall also be shown. The CPM network shall be comprehensive and shall include all interdependencies and interactions required to perform the Design-Build Work.

The progress schedule, SOV, and accompanying reports outlined in this Appendix shall be utilized by the SRWA to budget, plan and administer the Project. The SRWA shall regularly analyze the most current progress schedule to monitor progress status of the Design-Build Work. The schedule updates and weekly schedules shall be an agenda item at all Project coordination meetings as Project participants work together in prioritizing their respective tasks and action items to efficiently perform their duties.



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The time impact analyses described in Section 1.3.8 (Time Impact Analysis) of this Appendix are very important submittals to the SRWA and shall be utilized to evaluate activity durations and the relationships between activities before deciding on possible changes to the Scheduled Acceptance Date or the date for achievement of Final Completion, and viable options to mitigate time impacts.

#### 1.3.2 Responsible Scheduling Person

Within five (5) days after the Contract Date, the Company shall designate in writing an authorized representative in its firm who will be responsible for the preparation, revision, and updating of the progress schedule. The Company's representative shall have direct Project control and complete authority to act on behalf of the Company in fulfilling the Design-Build Work scheduling requirements set forth herein, and such authority shall not be interrupted. The requirements for the progress schedule are included to assure adequate planning and execution of the Design-Build Work and to assist the SRWA in appraising the reasonableness of the proposed schedule and evaluating progress of the Design-Build Work.

#### 1.3.3 Scheduling Format and Software

The Company shall prepare computerized schedules using the latest version of Primavera P6 Professional Project Management scheduling software, compatible with the latest version of Microsoft® Windows operating system. The Company shall provide one (1) licensed copy of the scheduling software program used to produce the Company's progress schedule to the SRWA, registered in the SRWA's name. This licensed copy shall be provided no later than five (5) days after the Contract Date.

All schedule submittals shall include, in addition to the specified paper copies, electronic files on a media acceptable to the SRWA with data in both PDF format and the ".XER" format used by the scheduling software.

#### 1.3.4 Design-Build Scheduling Meeting and Preparation

The Company's Project Manager shall conduct a scheduling meeting with the SRWA and the individual responsible for scheduling within five (5) calendar days after the Contract Date. The scheduled meeting shall include discussion of formatting, color coding, activity detail, coding structure, calendar requirements, reporting requirements, updates, revisions, and schedule delay analysis. This meeting, or a separate meeting, shall include a review of project milestones and identify the sequence of activities needed to interface with and tie into associated projects, including but not limited to the local facilities in Turlock and Ceres.

The Company shall present its schedule methodology, planned sequence of operations and proposed activity coding structure. The coding structure shall, at a minimum, include code fields for Design-Build Work segment or phase, area of work, type of Design-Build Work, description of work activity (i.e., submittal, procurement, design, or construct), and party responsible for the work (including all Subcontractors).

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### 1.3.5 Preliminary Progress Schedule

Within ten (10) calendar days after the Contract Date, the Company shall submit a preliminary progress schedule in the form of a bar chart that shows the Company's plan to execute the Design-Build Work within the times and constraints specified in the Contract. The preliminary progress schedule shall cover the following Design-Build Work phases and activities:

- Design activities and milestones, including Design Progress Meetings as specified in Appendix 2 (Design-Build Work Submittal Requirements and Review Procedures).
- Procurement and submittals, including shop Drawings and fabrication and delivery of key and long lead time procurement items. The Company's submittal information shall show intended submittal dates and shall include, at a minimum, the maximum allowable review period as specified as a separate successor activity.
- Sufficient durations for administration, fabrication and transportation to produce realistic delivery dates for the procurement items.
- All activities planned for the first ninety (90) days in the execution of the Design-Build Work.
- At least one summary activity for each major phase or activity remaining. The total duration of the summary activities shall equal the time for completion of the Design-Build Work specified in the Contract.
- Approximate duration for each summary activity representing the Company's best estimate for the portion of Design-Build Work the summary activity represents.

### 1.3.6 Baseline Schedule

#### 1.3.6.1 Baseline Schedule Submittal

The Company shall submit an acceptable baseline CPM schedule to the SRWA within twenty-five (25) calendar days following the Contract Date. Subsequent revisions to the baseline CPM schedule shall be submitted as set forth herein. The Company shall not be entitled to more than two (2) progress payments prior to submission and acceptance of the baseline CPM schedule by the SRWA.

The Company shall produce and provide four (4) complete sets of bar charts in color on 22-inch by 34-inch sheets of paper and one electronic copy. Critical activities shall be indicated in red color.

The Company shall provide four (4) sets of tabular reports listing all activities sorted numerically identifying duration, early start, late start, early finish, late finish, total float, and all predecessor/successor information.

#### 1.3.6.2 Baseline Schedule Review and Acceptance

The SRWA will issue written comments following completion of its baseline schedule review within twenty-one (21) calendar days after receipt of the baseline schedule. If requested, the Company shall revise and resubmit the baseline schedule in accordance with SRWA comments within seven (7) calendar days after receipt of such comments. To facilitate the production of an

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acceptable baseline schedule submittal, the Company may request a meeting with the SRWA to discuss the first submittal review comments.

Acceptance of the baseline schedule shall not waive any other requirements specified in the Contract. In the event of conflict between an accepted schedule and requirements specified in the Contract, the terms and conditions specified in the Contract shall govern at all times, unless such requirements are expressly waived in writing by the SRWA.

#### 1.3.6.3 Baseline Schedule Requirements

The Company shall submit the baseline schedule based on the CPM schedule. The baseline schedule shall indicate preceding activity relationships and/or restraints where applicable, and a controlling path shall be indicated.

For each activity, the description, activity number, estimated duration in days, total float, and all activity relationship lines shall be included. The order and interdependence of activities and sequence of the Design-Build Work to be accomplished shall be illustrated. All schedule items will be expressed in projected days beginning with and relative to the Contract Date as Day 1.

The baseline schedule and all updates or revisions shall show completion of the Design-Build Work within the required times and constraints specified in the Contract. Acceptance of the Company's baseline CPM schedule, monthly updates or revised schedule, when based on less time than the maximum time allowed for Design-Build Work completion does not serve to change any duration of time specified in the Contract, and shall not serve as a waiver of the Company's or the SRWA's right to utilize the full amount of time specified in the Contract, unless so modified in a Change Order.

The baseline progress schedule shall clearly show the sequence of the Design-Build Work and shall specifically list:

- The start and completion dates of all items of Design-Build Work.
- Design submittal dates and Design Progress Meetings as specified in Appendix 2 (Design-Build Work Submittal Requirements and Review Procedures).
- The dates of submittals, procurement, delivery, installation and completion of each item of equipment and material requirement.
- The lead time required for testing, inspection and other procedures required prior to Acceptance.
- Activities grouped by responsibility, phases, internal milestones, Project area, trade and subconsultant.
- All activities of Utilities and Governmental Bodies.
- All City Water Supply System shut-downs and system tie-in activities.

All activities should be of sufficient detail to ensure adequate planning and execution of the Design-Build Work and to ensure an appropriate basis for monitoring and evaluating the progress of the Design-Build Work. A Design-Build Work activity is defined as a single task that requires

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time and resources (manpower, equipment and/or material) to complete in a continuous operation, excluding submittal activities, review/acceptance activities, and fabrication/procurement activities. Durations for on-site Design-Build Work activities shall be specified in terms of number of working days. Passive on-site activities such as curing and testing periods can be in calendar days if desired by the Company. All such passive on-site activities shall be included in the Company's schedule.

The Company shall delineate the specified duration of all activities on the schedule and identify the planned completion of the Design-Build Work as the final milestone. The time period between the completion of all activities and the final milestone, if any, shall be considered the float.

Ownership of float shall be as defined in the Contract. Acceptance of the Company's baseline schedule, monthly updates or revised schedule, when based on less time than the maximum time allowed for completion of the Design-Build Work does not serve to change any duration of time specified in the Contract, and shall not serve as a waiver of the Company's or the SRWA's right to utilize the full amount of time specified in the Contract, unless so modified in a Change Order.

Float shall not be included as a schedule activity unless approved by the SRWA.

The Company shall indicate the critical path for the completion of the Design-Build Work. The schedule shall not show more than 10 percent of the total number of activities as critical and shall not show more than 20 percent of the activities with floats of ten (10) days or less.

Failure to include an activity required for execution of the Design-Build Work in a progress schedule does not excuse the Company from completing the Design-Build Work and portions thereof within the specified times and at prices specified in the Contract. Failure of the Company to include required schedule constraints, sequences or milestones in a schedule shall not relieve Company of its obligation to conform to requirements of the Contract. Acceptance of the schedule by the SRWA shall not waive any other requirements specified in the Contract.

#### 1.3.6.4 Weather Conditions

Seasonal weather conditions shall be considered in the planning and scheduling of Design-Build Work activity durations influenced by high or low ambient temperatures or precipitation to ensure the timely completion of the Design-Build Work. Except to the extent caused by an Uncontrollable Circumstance, as and to the extent provided in the Contract, no time extensions shall be granted for the Company's failure to take into account weather conditions normal for the location of the Site and for the period of time in which the Design-Build Work is to be accomplished.

#### 1.3.7 Schedule Updates

##### 1.3.7.1 Submittal Requirements

The Company shall update the baseline schedule on a monthly basis (or at shorter intervals if deemed necessary by the SRWA to identify corrections necessary, such as Design-Build Work activities fifteen (15) days or more behind schedule) for the purpose of recording and monitoring the progress of the Design-Build Work. The updated baseline schedule shall incorporate changes

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mutually agreed upon by the Company and the SRWA during preceding periodic reviews, and changes resulting from approved Design and Construction Requirement Changes.

The Company shall produce and provide four (4) complete sets of time-scaled bar charts in color on 11-inch by 17-inch sheets of paper and electronic copies. Critical activities shall be indicated in red color. Progress bars shall be identified by color other than red, black or white.

All monthly updates shall include as a minimum a narrative report accompanying the graphical schedule. The report shall show the activities or portions of activities completed during the reporting period. The report shall state the percentage of the Design-Build Work scheduled, the percentage completed, the remaining duration, and the progress along the critical path in terms of days ahead or behind the allowable dates as of the report date. Any changes made by the Company to the CPM schedule, including activities deleted, activities added, activity numbers, durations, constraints and activity descriptions, shall be listed with a detailed description of the reason for each.

#### 1.3.7.2 Schedule Review

Once each month, on a date mutually agreed upon, but no later than ten (10) days after the submittal of the monthly update specified herein, a jobsite meeting shall be held to review the CPM schedule, job progress and the monthly update, or the SRWA shall provide written comments on the monthly update.

#### 1.3.7.3 Schedule Revisions

New activity numbers and descriptions may be added where required to further define the Design-Build Work and as approved by the SRWA. Activities may be deleted if the applicable Design-Build Work has not been performed and is deleted from the Design-Build Work as approved by the SRWA.

The conditions under which the SRWA shall require revisions of the CPM schedule include the following:

- When a delay in completion of any item of Design-Build Work or sequence of items of Design-Build Work results in an estimated extension of Design-Build Work completion by either twenty (20) working days or by 5 percent of the remaining duration of time to complete the Design-Build Work, whichever is less.
- When delays in submittals or deliveries make replanning or rescheduling of the Design-Build Work necessary.
- When the schedule does not represent the actual prosecution and progress of the Design-Build Work.
- When any change to the sequence of activities, the completion date for major portions of the Design-Build Work, or changes occur which affect the critical path.
- When modification of the Contract necessitates schedule revision.

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### 1.3.8 Time Impact Analysis

#### 1.3.8.1 General

When Design and Construction Requirement Changes are initiated, delays are experienced, or the Company desires to revise the schedule logic, the Company shall submit to the SRWA a written time impact analysis illustrating the influence of each change, delay, or Company request on the Scheduled Acceptance Date or the achievement of Final Completion.

Activity time delays shall not automatically mean that an extension of the Scheduled Acceptance Date or the achievement of Final Completion is warranted or due the Company.

It is possible that an excusable delay or modification to the Contract will not affect existing critical activities or cause noncritical activities to become critical, i.e., a delay or modification may result in only absorbing a part of the available total float that may exist within an activity chain of the network, thereby not causing any effect on the Scheduled Acceptance Date or the achievement of Final Completion.

The Company shall acknowledge and agree that mitigation for delays due to changes, the existence of a Differing Site Condition, a Specified Subsurface Condition, or a Regulated Site Condition; suspension of the Design-Build Work; and other causes may require revision of preferential sequences of the Design-Build Work. Accordingly, to mitigate delays, the activities shall be resequenced prior to the Company proposing an updated schedule that supports a delay to the Design-Build Work as a whole.

In the event the Company is entitled to any extension of time for performance of the Design-Build Work, as and to the extent provided in the Contract, such extension of time shall be granted for a delayed or impacted activity only for the duration of the time adjustment that exceeds the total float for the schedule path wherein the activity is located. Each time impact analysis shall include a fragmentary network analysis demonstrating how the Company proposes to incorporate the Change Order, delay, or Company request into the CPM schedule. The analysis shall demonstrate the time impact based on the date of occurrence of the Change Order, delay or revision; the status of Design-Build Work at that point in time; and the event time computation of all affected activities.

The event times used in the analysis shall be those included in the latest updated copy of the CPM schedule, or as adjusted by mutual agreement between the SRWA and the Company.

#### 1.3.8.2 Time Impact Submittal and Review

The time impact analysis shall be submitted within fifteen (15) days after a delay occurs, or with the Company's cost proposal in response to a Design and Construction Requirement Change or a Unilateral Change Directive. The SRWA shall review and provide comments related to the time impact analyses within fifteen (15) calendar days after receipt of the time impact analysis unless subsequent meetings and negotiations are necessary. A failure by the SRWA to comment within such period shall not provide the Company with any extension of the Scheduled Acceptance Date or the date for achievement of Final Completion. Upon mutual agreement by both parties, schedule revisions illustrating the influence of Design and Construction Requirement Changes, delays, and/or Company requests shall be incorporated into the next schedule update.

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#### 1.3.9 Weekly Activities Plan

Every Friday, the Company shall submit to the SRWA the Company's progress schedule showing the activities completed during the previous week and the Company's schedule of activities for the following three (3) weeks. The weekly schedule may be a CPM schedule or a bar chart but shall utilize the logic, and conform to the status, of the current progress schedule and be consistent with the overall Project schedule. The activity designations and activity numbers used in the weekly schedule shall be consistent with those used in the baseline schedule and the monthly schedule updates. The format of the weekly schedule shall be as agreed upon between the Company and the SRWA.

#### 1.4 DAILY REPORTS

The Company shall maintain daily job reports for each Business Day recording all significant Design-Build Work activity, including at least the following information:

- Number of workers on site
- Employers represented onsite
- Job classification of each craft laborer
- Apprenticeship status of each laborer
- Active construction equipment used
- Notable deliveries
- Design-Build Work activities
- Delays, interruptions or any problems (including weather conditions) encountered
- Decisions or directions received by the Company from any SRWA representative
- Work that may be considered non-conforming to the Design Documents

The Company shall use an acceptable form to record this information and shall submit this form to the SRWA no later than the following morning for the previous work day. If there is no Design-Build Work performed on any given Business Day, the Company shall note the reasons for no Design-Build Work and submit a daily report to the SRWA on those days also. The Company's failure to remain current with daily reporting as required herein shall entitle the SRWA to delay processing a progress payment until such reports are submitted.

#### 1.5 PUBLIC OUTREACH

The Company shall support the SRWA in its public outreach efforts throughout the term of the Contract. Events and activities to be coordinated include:

- Groundbreaking Ceremony
- Specialized Stakeholder Outreach
- Resident Inquiries
- Construction Updates

# Appendix 1

## General Design-Build Requirements and Procedures

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- 24-Hour Project Hotline
- Emergency Planning
- Media Relations
- Ribbon Cutting Ceremony

A brief description of each of these items, and the Company's responsibilities, are provided below.

### 1.5.1 Groundbreaking Ceremony

A groundbreaking ceremony will be held to celebrate and announce the beginning of construction activities. Project team members, media, dignitaries and key stakeholders will be invited to attend. The Company shall provide the SRWA with the following coordination support efforts: strategy for the day's events, traffic routing and parking accommodations, site clearing and staging in preparation for ceremony, rental equipment set-up and take-down, delivery coordination with vendors, and production of event props and displays.

The Company shall coordinate site requirements with the SRWA and shall clear the ceremony site in a timely fashion to allow set-up of the event. The Company shall coordinate with the SRWA regarding Company personnel to attend and participate in the ceremony.

### 1.5.2 Specialized Stakeholder Outreach

The Company will conduct outreach, with SRWA involvement, to property owners and others who may be impacted by construction activities. The outreach activities may include small group meetings, phone and email contact, and outreach materials (construction notifications). Stakeholder outreach may also include periodic presentations to community groups and elected bodies. The Company shall coordinate with the SRWA and property owners regarding traffic and other construction impacts.

The Company will support SRWA communications to stakeholders by assisting in the development of collateral material, which may include a fact sheet and frequently asked questions (FAQ) document. As construction progresses the materials provided by the Company may include construction schedules (with varying levels of detail), fact sheets, and progress photos.

### 1.5.3 Resident Inquiries

The Company shall maintain a record of inquiries from residents affected by the construction of the Project and action(s) taken using the form set forth in Attachment 1B (Resident Inquiry Form) to this Appendix.

### 1.5.4 Construction Updates

Monthly construction updates shall be developed by the Company and distributed to the SRWA in the Monthly Progress Reports. The monthly construction update shall consist of a brief summary of design and construction activities (highlights with a minimal level of detail), and an update on the design and construction timeline. The update should include photos depicting the work completed during the previous month.



## Appendix 1

### General Design-Build Requirements and Procedures

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The monthly construction update shall be suitable for posting to the public Project website by the SRWA. The format, look, and general content of the monthly construction updates shall be reviewed by and subject to the approval of the SRWA.

#### 1.5.5 24-Hour Project Hotline

The SRWA will establish and maintain a 24-hour hotline number to field inquiries about the Project and related construction activities. The hotline will ensure public questions and concerns are addressed in a timely fashion, in an effort to achieve positive interaction about the Project. Calls requiring attention from the Company shall be forwarded for follow up and action, if necessary. A call log outlining questions and feedback shall be maintained by the Company.

The Company shall create business size cards displaying the hotline number and shall provide such cards to the SRWA for distribution to stakeholders. The hotline number shall also be featured on Project signage, the Project website, and in all outreach materials. The Company shall respond to requests for information within 24 hours and shall work toward a resolution to issues of concern as quickly as possible.

#### 1.5.6 Media Relations

The Company shall refer all inquiries by news media to the SRWA. As requested by the SRWA, the Company shall provide SRWA-designated personnel for occasional media interview or provision of comments/quotes for media materials.

Media relations conducted by the SRWA, in coordination with the Company, are expected to include activities focused on construction progress, traffic impacts and milestone events. The Company, upon request, shall assist the SRWA by providing written materials for inclusion in media releases, advisories, newspaper articles and calendar releases.

#### 1.5.7 Ribbon Cutting Ceremony

A ribbon cutting ceremony will be held to celebrate the successful completion of the Design-Build Work. Project team members, media, dignitaries and key stakeholders will be invited to attend. The Company shall provide the SRWA with the following coordination support efforts: Strategy for the day's events, traffic routing and parking accommodations, site clearing and staging in preparation for ceremony, rental equipment set-up and take-down, delivery coordination with vendors, and production of event props and displays.

The Company shall coordinate site requirements with the SRWA and shall clear the ceremony site in a timely fashion to allow set-up of the event. The Company shall coordinate with the SRWA regarding Company personnel to attend and participate in the ceremony.

## Appendix 1

### General Design-Build Requirements and Procedures

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#### 1.6 EMERGENCY PLANNING

The Company shall establish policies and procedures for emergency planning, shall prepare an Emergency Response Plan for responding to emergency conditions, and shall submit the proposed plan to the SRWA no later than thirty (30) days before the Construction Date. The Company shall train all Company personnel and subcontractors in proper emergency response, in accordance with the Emergency Response Plan and Applicable Law. Emergency vehicle access to the Sites shall be maintained at all times during construction. The Company shall inform the local fire authority and any other appropriate authorities of temporary and permanent emergency vehicle access routes throughout construction.

In the event of an emergency, the Company shall implement its Emergency Response Plan and notify the appropriate first response personnel in accordance with the Company's adopted policies and procedures. The Company shall then, at the first safe opportunity, notify the SRWA in accordance with the Communications Protocol. The Company shall notify all regulatory authorities that require notification by the Company in accordance with Applicable Law. If the Company is aware that Applicable Law obligates the SRWA to report an incident or emergency response activity, the Company shall promptly notify the SRWA of SRWA obligations.

In any emergency affecting the safety of persons or property, the Company shall take appropriate steps to prevent or minimize any such threatened damage, loss or injury. Any change in the Design-Build Price or time extension on account of emergency work shall be determined as provided in Contract Section 8.3 (Uncontrollable Circumstances – Entitlement to Relief).

# **ATTACHMENT 1A**

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Final Reference Documents

# Attachment 1A

## Final Reference Documents



During the proposal and negotiation stage, the Reference Documents were made available to the Company on the Project procurement SharePoint website (as described in Section 1.6 of the RFP). The final list of Reference Documents is shown in Table 1A-1.

*Disclaimer: The Reference Documents are not an exhaustive list of all the information necessary for the Company to meet its obligations under the Contract. Except as otherwise provided in the Contract, the SRWA does not make any representation or warranty with respect to or assume any responsibility for the appropriateness, completeness, or accuracy of any Reference Documents or other materials provided to the Company or made available on the Project website.*

**Table 1A-1. Reference Documents**

No.	Description	Author/Source Organization
1	1A – Transmission Main Predesign Geotechnical Report	Crawford
	1B – Raw Water Pump Station Geotechnical Amendment No. 1	Crawford
	1C – WTP Geotechnical Report Update, 2018	Kleinfelder
	1D - WTP Geotechnical Report, 2007	Kleinfelder
	1E – Transmission Main Geotechnical Data Amendment, 2019	Crawford
2	2A – Historical Water Quality Assessment TM	Trussell Technologies
	2B – Source Water Quality Assessment TM	Trussell Technologies
	2C – Tuolumne River Water Quality Assessment TM Update	Trussell Technologies
	2D – Source Water Quality Data	Trussell Technologies
	2E – LT2 Bin Classification Report	Trussell Technologies
3	3A – Bench Test Results TM - Enhanced Coagulation, Ozone, DBP, and Manganese	Trussell Technologies
	3B – Seasonal Ozone Demand TM	Trussell Technologies
	3C – Manganese Removal TM	Trussell Technologies
4	4A – Raw Water Pump Station Soil Corrosivity Report	JDH
	4B – Raw Water Pipeline Soil Corrosivity Report	JDH
	4C – Water Treatment Plant Soil Corrosivity Report	JDH
	4D – Ceres Finished Water Transmission Mains Soil Corrosivity Report	JDH
	4E – Turlock Finished Water Transmission Mains Soil Corrosivity Report	JDH
5	5A – Wet Well Conformed Bid Set Specifications, Volumes 1 and 2	West Yost Associates
	5B – Wet Well Conformed Bid Set Drawings	West Yost Associates
	5C – Infiltration Gallery Technical Specifications	HDR
	5D – Infiltration Gallery Record Drawings	HDR
	5E – Wet Well CAD Files	West Yost Associates
	5F – Infiltration Gallery Summary of Development and Testing Activities	SPF Water Engineering
	5G – Wet Well Record Drawings	West Yost Associates
6	6A – WTP Predesign TM	Trussell Technologies
	6B – Aldrich Road Bridge Replacement Predesign TM	West Yost Associates
	6C – Aldrich Bridge Background Documents	West Yost Associates

# Attachment 1A

## Final Reference Documents



No.	Description	Author/Source Organization
7	Raw Water and Finished Water Transmission Mains Predesign TM	West Yost Associates
8	8A – Raw Water Pump Station Predesign TM	West Yost Associates
	8B – Raw Water Pump Station Predesign CAD Files	West Yost Associates
9	Mote Property Phase I Environmental Site Assessment	West Yost Associates
10	10A – Draft Environmental Impact Report	Horizon Water & Environment
	10B – Draft Environmental Impact Report Appendices	Horizon Water & Environment
	10C – Final Environmental Impact Report	Horizon Water & Environment
	10D –Notice of Determination	Horizon Water & Environment
11	Non-Environmental Permit References	Varies
	11A – Central Valley Regional Water Quality Control Board – Information Related to Waste Discharge Requirements	
	11B – State Water Resources Control Board – Information Related to General Permit for Stormwater	
	11C – Division of Drinking Water – Information Related to Permit to Operate	
	11D – Division of Drinking Water – Main Separation Alternative Request	
	11E – San Joaquin Valley Air Pollution Control District – Information Related to Authority to Construct/Permit to Operate	
	11F – Stanislaus County – Information Related to Pipeline Maintenance Agreement and, Transportation Permit	
	11G – City of Turlock – Information Related to Transportation Permit	
	11H – City of Ceres – Information Related to Encroachment Permit, Traffic Control Requirements	
	11I – City of Hughson – Information Related to Encroachment Permit, Traffic Control Requirements	
	11J – Burlington Northern Santa Fe Railroad – Information Related to Railroad Crossing License	
	11K – Caltrans – Oversize Overweight Annual and Single Trip Permit Requirements	
	11L – Turlock Irrigation District (TID) – Encroachment Permit and Monument Preservation Forms	
	11M – Confirmation of Conformance with 2016 Stanislaus County General Plan	
	11N – Turlock Irrigation District (TID) – Draft Encroachment Permit	
11O – Stanislaus County – Quincy Road Over TID Lateral No. 3 Bridge Replacement Project Plan		
11P – Stanislaus County – Gilbert Road Bridge Replacement Over TID Ceres Main Canal		
11Q – Stanislaus County – Faith Home Road/Garner Road		

# Attachment 1A

## Final Reference Documents



No.	Description	Author/Source Organization
12	Utility References	Varies
	12A – TID Developer Information Book	
	12B – AT&T	
	12C – Level 3 Communications	
	12D – Stanislaus County	
	12E – City of Ceres	
	12F – PG&E	
	12G – Charter Communications	
	12H – CVIN LLC (Vast Networks)	
13	Pavement Investigations	Crawford
14	City of Turlock Water Rate Schedule	City of Turlock
15	City of Ceres Water Rate Schedule	City of Ceres
16	Stanislaus Regional Water Authority Joint Powers Agreement and Amendments	Stanislaus Regional Water Authority
17	Transmission Main Pipeline Drawing Files	West Yost Associates
18	SRF Construction Contract Guidance	State Water Resources Control Board
	18A – DBE Compliance	
	18B – Davis-Bacon Compliance	
	18C – American Iron and Steel	
19	Operations Technology Predesign TM	West Yost Associates
20	20A – Raw Water System Surge Analysis TM	West Yost Associates
	20B – Finished Water System Surge Analysis TM	West Yost Associates
21	Survey Data	Varies
	21A – Preliminary Survey Data	GDR
	21B – Preliminary Survey Right-of-Way	GDR
	21C – Preliminary Aldrich Road Bridge Survey Information	GDR
	21D – Preliminary Survey Image Aerial Data	GDR
	21E – Irrigation Turnout Survey Information	TID
22	Parcel Information	West Yost Associates
	22A – Raw Water Pipeline Landowner Information	
	22B – Ceres Finished Water Pipeline Landowner Information	
	22C – Turlock Finished Water Pipeline Landowner Information	
	22D – Local Businesses Information	
23	Conceptual Power Supply Routing Alternatives	West Yost Associates
24	24A – Life Cycle Cost Assessment TM	West Yost Associates
	24B – Life Cycle Cost Assessment Tool Excel Model	West Yost Associates
25	Minimum Staffing Requirements TM	West Yost Associates
26	Architectural Examples	West Yost Associates
27	Stanislaus County Traffic Counts	West Yost Associates
28	Proposed Stanislaus County Encroachment Permit Conditions	West Yost Associates
29	Provisions for Discharging Test Water to TID Canals	West Yost Associates

# **ATTACHMENT 1B**

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Resident Inquiry Form

**Attachment 1B**  
**Resident Inquiry Form**

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This form is to be used to keep a record of inquiries from residents affected by the performance of the Design-Build Work and to note the action(s) taken.

**Design-Build Work:**

**Specification:**

**Date Inquiry Received:**

**Manner Inquiry Received:**

**Inquiry Received By:**

**Resident Name:**

**Phone:**

**Address:**

**Nature of Inquiry:**

**Date Action Taken:**

**Action Taken:**

**Action Taken By:**

**Status:**  Open  Closed

**Date of Change:**

**Recorded By:**