



**REQUEST FOR PROPOSALS
FOR
WATER STORAGE TANK FLOOR REHABILITATION PROJECT
*Scope A - Coating Removal and
Ultrasonic Thickness Testing Preparation***

Project No. 26-3200

August 28, 2025

800 Kern Street

Taft, California 93268-1105

Phone (661) 763-3151 Fax (661) 765-4271

WEST KERN WATER DISTRICT

Taft, California

CONTRACT DOCUMENTS AND SPECIFICATIONS

WATER STORAGE TANK FLOOR REHABILITATION PROJECT

Scope A - Coating Removal and Ultrasonic Thickness Testing Preparation

(Pump Station H Tank No. 2, Taft, CA.)

Project No. 26-3200

August 2025

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10000 Stockdale Highway, Suite 200
Bakersfield, CA 93311
(661)-395-1000

General Counsel

Scope of Work

SCOPE A Coating Removal and Ultrasonic Thickness Testing Preparation:

West Kern Water District is requesting sealed proposals from qualified Contractors to perform the following scope of work for the District's potable water storage tank (Tank No. 2) located approximately 3 miles southwest of Highway 33 and Wood Street, in Taft, California on 25 Hill Road.

The Contractor shall furnish all labor, materials, tools, equipment, and services necessary to complete interior coating removal, abrasive blasting, surface preparation, and related cleanup and disposal detailed in the Technical Specifications and listed below.

- **Mobilization and Equipment**
- **Coating (Coal Tar) Removal**
- **Surface Preparation for Ultrasonic Thickness Testing (UTT)**
- **Surface Readiness**
- **Cleanup and Waste Disposal**
- **Site Containment and Environmental Protection**
- **Permits and Compliance**
- **Safety and Site Access**
- **Site Restoration and Cleanup**

BIDDING PROVISIONS

Prior to submission of Bid, Bidder must conduct a careful examination of Scope of Work and understand the nature and extent of the materials, equipment, and labor to be supplied.

All prospective Bidders must attend a **MANDATORY** job walk for Scope A – Coating Removal and Ultrasonic Thickness Testing Preparation on ***Thursday, September 4, 2025, at 9:00 A.M.*** at the tank site (35.11422, -119.464901).

All Bidders will submit a bid for materials, equipment, and labor (prevailing wage rates apply).

All sealed proposals must be submitted prior to ***3:00 p.m., Friday, September 12, 2025, to the District Office at 800 Kern St., PO Box 1105, Taft, CA 93268***

The Lowest Bidder Responsible will be selected.

Reservation of Rights: Owner specifically reserves the right, in its sole discretion, to reject any or all Bids, to re-bid, or to waive inconsequential defects in bidding not involving time, price or quality of the materials to be provided.

Bidders are advised the following license classification(s) are required for this scope of work. Bidders must hold the appropriate license(s) as listed below at the time of bid submittal:

Scope A – Coating Removal and Ultrasonic Thickness Testing Preparation

Bidders must possess a valid and active **Class A – General Engineering Contractor license or a Class C-33 – Painting and Decorating Contractor license** issued by the California Contractors State License Board (CSLB). Scope A includes interior coating (coal tar) removal, abrasive blasting, surface preparation, and related cleanup and disposal.

Subcontractors listed in the bid proposal must also hold appropriate and active CSLB licenses for the work they will perform. No bid will be accepted from a contractor or subcontractor who is not properly licensed at the time of bid submittal.

The awarded bidder must comply with the affirmative action requirements for equal employment mandated by Executive Order No. 11246.

The awarded bidder agrees to furnish certified copies of all insurance policies and endorsements; all certificates of comprehensive, general and auto liability insurance; Workers' Compensation Insurance; and such other insurance that will protect him from claims for damages and personal injury including death, which may arise from operations under the contract, whether such operation be by the undersigned or by any subcontractor of the undersigned, or anyone directly or indirectly employed by the undersigned or any subcontractor of the undersigned. The certified copies, certificates and additional endorsements, will be filed at the time of execution of the contract. All policies (excluding Workers' Compensation) shall name the West Kern Water District as an additional named insured. All coverage shall be subject to approval by the District for adequacy of protection.

If you should have any further questions or require any additional information, please do not hesitate to contact me at john@wkwd.org.

Sincerely,

John Stuntebeck
Production Supervisor
JS:tm

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Board of Directors
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President

Bo Bravo
Vice President

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Greg A. Hammett
General Manager

Dear Prospective Bidder:

Re: Contract for Services Alcohol, Drug and Contraband Control Policy Attachment

To Whom it May Concern:

Under West Kern Water District's Drug, Alcohol and Contraband Control Program (DACCP), contractors are required to complete an Alcohol Drug and Contraband Policy Attachment (Attachment). The Attachment provides that contractors are required to have and enforce a written policy on drugs and alcohol which complies with the laws of the states in which the contractor performs services for the District. This includes testing for the psychoactive metabolite found in THC through oral fluid testing.

The District's DACCP also provides that (1) Contractor employees may be covered under the District's plan, or (2) may provide in contract that contractor must establish and implement a Drug Alcohol and Contraband Control Program (DACCP) that meets or exceeds the District's Plan. I have provided a program manual for the District's DACCP for your reference. The Attachment acknowledges that contractor employees will comply with all the provisions contained in the District's DACCP.

The Attachment also provides that all Contractor Personnel operating commercial equipment or vehicles (if applicable) must be currently active in a DOT random testing pool or have received a negative test within the past 60 days. Upon District's request, Contractor shall so certify in writing and will notify the District of the Collection and Testing Facilities in which the drug test was performed by completing Exhibit A (page 8) of the Attachment. Contractor will **not** send laboratory test results to the District or provide information identifying individuals who have a positive pre-access test.

Please indicate your adoption to the West Kern Water District Alcohol, Drug and Contraband Policy Attachment by having all Contractor Personnel accessing District property sign the Acknowledgment Form (page 10 of Attachment) and returning it to the District.

Any questions regarding the DACCP may be addressed by contacting me at (661) 763-3151 ext. 133.

Sincerely,

Tami J. Sivils
HR Administrator

APPENDIX A

CONTRACTOR DRUG AND ALCOHOL MONITORING PROCEDURES

A. In order to assure a contractor's compliance with the District's Drug, Alcohol and Contraband Control Policy (DACCP) requirements, the following procedures are to be followed in determining compliance.

1. The District may provide in their Master Services Agreement that contractor must establish and implement a Drug, Alcohol and Contraband Control Program (DACCP) that meets or exceeds the District's policy.
2. As an alternative to the above guidance, the District may provide coverage for the contractor's employees by including them in the District's testing program for the duration of the contract or work project. When contractor employees are covered under the District's program, the contractor shall ensure that their employees comply with all the provisions contained in the District's DACCP and shall be responsible for all costs associated with testing of contractor's employees.

B. Confirmation of Contractor Compliance/Monitoring

1. Qualifying Potential Contractor(s). Qualifications of the potential contractor as it pertains to drug and/or alcohol and contraband control policies/procedures is assured by requesting the potential contractor to submit a copy of its DACCP for review and compliance with the District's requirements.

After review of the DACCP is completed, written correspondence to the contractor will advise them whether or not the DACCP plan is acceptable or in need of further additions, deletions, revisions or clarifying language.

Upon approval of the contractor's DACCP, a letter of acceptance is then sent to the contractor. The contractor is now eligible to bid on projects and/or work for the District.

2. Monitoring Contractor's Compliance. The contractor may be required to provide information on their employees. This information may include the name and job title of its employees who will perform any work pursuant to the current contract. A list of each contractor's employees may be distributed to appropriate District field management personnel and job sites.

Contractors shall retain copies of appropriate testing records required to prove compliance. The records and access to the contractor's property shall be readily accessible for inspection/audit by the District.

3. Statistical Submission. All contractors will be required to submit DACCP testing statistical information on a periodic basis which may be based on the duration of the contract. Typically this requirement will be conducted on a quarterly basis. The District may require a more frequent schedule for submission of data should they determine a need for such statistics.

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4. Statistical Record Retention. The District shall maintain a complete file on each contractor's statistical drug testing data reports. The District shall make available these reports when requested by a designated representative under which contract/jurisdiction the District operates.

APPENDIX G

NON-REGULATED SPECIMEN TESTING PANEL MEMBERS AND THRESHOLDS

(NOTE: Regardless of reason for specimen test, a Breath Alcohol test will be completed, in addition to a urine or oral fluids specimen test, whenever required by client or customer.)

A. URINE SPECIMEN TESTING THRESHOLDS - 11 Panel + Ethanol

Substance	Screening Level	Confirmation Level
<i>Amphetamine</i> (Including: amphetamine, methamphetamine, MDMA/MDA [ecstasy])	300 ng/ml	250 ng/ml
<i>Barbiturates</i> (Including: amobarbital, butalbarbital, butalbital, pentobarbital, phenobarbital, secobarbital)	300 ng/ml	100 ng/ml
<i>Benzodiazepines</i>	300 ng/ml	100 ng/ml
<i>Cocaine</i> (Includes benzoylecgonine)	150 ng/ml	100 ng/ml
<i>Opiates</i> (Including: codeine/morphine, heroin as morphine, hydrocodone/hydromorphone)	300 ng/ml	100 ng/ml
<i>6-Acetylmorphine</i>	10 ng/ml	10 ng/ml
<i>Methadone</i>	300 ng/ml	100 ng/ml
<i>Methaqualone</i>	300 ng/ml	200 ng/ml
<i>Oxycodone / Oxymorphone</i>	100 ng/ml	100 ng/ml
<i>Phencyclidine</i>	25 ng/ml	25 ng/ml
<i>Propoxyphene</i> (Includes norpropoxyphene)	300 ng/ml	150 ng/ml
<i>Ethanol</i>	0.02%	0.02%

B. ORAL FLUID SPECIMEN TESTING THRESHOLDS (Marijuana only)

<i>Cannabinoids</i> (Psychoactive metabolites only when required by state law)	1 ng/ml	1 ng/ml
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C. BREATH ALCOHOL SPECIMEN TESTING THRESHOLDS

<i>Ethanol</i>	0.02 %	0.02%
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Above panel subject to change and adjustment without notice. All panel members have recognized impairment capabilities and are known as substances of abuse.

WEST KERN WATER DISTRICT

ALCOHOL, DRUG AND CONTRABAND POLICY ATTACHMENT

Contractor: _____

Approved by: _____

Printed Name & Title: _____

Date: _____

ATTACHMENT TO CONTRACTOR'S SUBSTANCE ABUSE POLICY

_____ (hereafter referred to as "Contractor") has adopted the West Kern Water District (hereafter referred to as "the District") Alcohol, Drug & Contraband Policy Attachment. The following attachment is in addition to its own Substance Abuse Policy/Plan(s). In the event of a conflict between the referenced Contractor's Substance Abuse Policy/Plan(s) and the District's Attachment, the District's policy shall take precedence subject to applicable laws, rules, or regulations.

1.0 PURPOSE

To insure a safe, healthy, and productive work environment for the employees of Contractors, the District and others on District Property, to protect District Property and assets and to ensure efficient operations, Contractor shall have and enforce a written policy on drugs and alcohol which complies with the laws of the states in which the contractor performs services for the District.

2.0 DEFINITIONS

- A. *Contractor Personnel* - any Contractor's employees, agents, subcontractors or subcontractors' employees performing field operations work on District Property. This includes temporary and part-time personnel.
- B. *District Property* - All real or tangible personal property, including facilities, buildings, vehicles, products and equipment, either owned or controlled by the District.
- C. *Prohibited Substances* - (1) illicit or unprescribed drugs, controlled substances and mood or mind-altering substances, including the psychoactive metabolites (as defined under state and/or federal laws and regulations) found in marijuana, (2) prescribed drugs used in a manner inconsistent with the prescription and (3) alcoholic beverages.
- D. *Reasonable Suspicion* - A belief based on objective and articulable facts sufficient to lead a supervisor to reasonably conclude that an employee **may** be "under the influence".
- E. *Under the Influence* - (1) the presence of a Prohibited Substance or metabolites of a Prohibited Substance (see **EXHIBIT A** for panel members and minimum testing thresholds) in body fluids and/or other specimen sources at or above the cut-off level established by Contractor's Policy and District's Attachment and/or (2) the presence of a Prohibited Substance that affects an individual's nervous system, brain, muscles or other parts of a person's body in any detectable manner. The symptoms of influence may be, but are not limited to, slurred speech or difficulty in maintaining balance.

3.0 PROHIBITIONS

Unless specifically authorized in writing by the District, Contractor's Policy shall prohibit Contractor and Contractor Personnel from the following:

- A. Using, possessing, selling, manufacturing, distributing, concealing or transporting on District Property any of the following items:
 - i. Any Prohibited Substance and
 - ii. Illicit drug equipment or paraphernalia.
- B. While on District Property, possessing or using prescription drugs or over-the-counter medication that may cause impairment, except when all of the following conditions have been met:
 - i. Prescription drugs have been prescribed by a licensed physician for the person in possession of the drugs.
 - ii. The prescription is not expired and was filled by a licensed pharmacist for the person possessing the drugs.
 - iii. The individual notifies his/her supervisor that he/she will be in possession of, or using, impairment-causing prescription drugs or over-the-counter medication and appropriate steps are taken to accommodate the possibility of impairment, including but not limited to, removal from work for the period of possible impairment.
- C. Being Under the Influence of Prohibited Substances while performing any work for the District.
- D. Switching or adulterating any urine, blood or other sample used for testing.
- E. Performing work for the District when an individual has tested positive or refused testing in any employment-related test.

4.0 SEARCHES AND INSPECTIONS

On District Property, at any time, District supervisors, Contractor supervisors and/or authorized search and inspection specialists, including scent-trained animals, may conduct unannounced searches and inspections of Contractor and/or Contractor Personnel and their property. That property may include, but is not limited to, wallets, purses, lockers, baggage, offices, desks, toolboxes, clothing and vehicles.

5.0 TESTING

A. Requirements

i. Pre-Access Testing:

- a. All Contractor Personnel are subject to pre-access testing and must have received a negative result on a drug test within 60 days or less preceding that Contractor Personnel's first access to District Property (or if DOT, must be currently active in a DOT random testing pool). Upon District's request, Contractor shall so certify in writing. Contractor shall not send laboratory test results to the District. A single letter certifying negative test results for all Contractor Personnel requiring site access is preferred.
- b. Contractor will provide no information to the District identifying individuals who have positive pre-access tests.

ii. Post-Incident Testing:

- a. If Contractor or District determines from the best information available immediately after a work-related Incident that performance of one or more Contractor Personnel contributed to the Incident, or cannot be completely discounted as a contributing factor to the Incident, Contractor shall remove that/those individual(s) from District Property and surrender his/her site credentials to the District. For purposes of this part "Incident" means an event that causes personal injury requiring medical treatment beyond first aid administered at the work site, or property damage of more than \$1,000 or an event that carried the potential for serious personal injury or significant property damage.
- b. An individual removed will be allowed to return to work on District Property only after Contractor conducts alcohol and drug testing on the individual as soon as possible following the individual's removal from the site, and the Contractor certifies in writing the test identification number, the individual's social security number, the test date and time and a negative test result. On that written certification the Contractor will include a consent signed by the individual permitting disclosure to the District of the test result.

iii. Reasonable Suspicion Testing:

- a. Upon Reasonable Suspicion of Contractor or the District that Contractor Personnel is Under the Influence of a Prohibited Substance while on District Property, Contractor shall remove the individual(s) from District Property and surrender his/her site credentials to the District.

- b. An individual *removed* from District Property for Reasonable Suspicion will be allowed to return to work on District Property only after Contractor conducts alcohol and drug testing on the individual as soon as possible following the individual's removal from the site, and the Contractor certifies in writing the test identification number the individual's employer identification number, the test date and time and a negative test result. On that written certification the Contractor will include a consent signed by the individual permitting disclosure to the District of the test result. (See attached Return-To-Work Reinstatement form.)

iv. Random Testing

Unless otherwise specified by DOT, Contractor employees shall be subject to unannounced random testing for the 5 DOT substances as well as barbiturates, benzodiazepines, methadone, and propoxyphene on a random basis that will yield a compliance of an annualized rate of at least 50% spread reasonably throughout the year. Upon notification of a drug test, contractor employee must report to the collection site within 60 minutes, plus travel time. Failure to report to the collection site, refusal to test, or adulterating a specimen is considered the same as a positive test and individual will not be allowed on District premises.

v. Wall-to-Wall Testing

Contractor employees on District premises are subject to unannounced en masse drug & alcohol testing. Such tests are scheduled at the sole discretion of the District. This includes the determination of the scope for such testing in addition to the timing of such testing. The scope of such testing will be determined by the District in terms of a group of contractor employees to be tested. Such a group will include all members of the named group on site at the determined time or time period and shall not be determined in terms of named individuals. Such groups may include, but are not limited to, all Contractor employees on site, or by shift, by crew, by location, by craft, by contractor or by another similar category, including a random selection based on site access records.

For all drug testing, Contractor shall use only testing laboratories that are properly certified under a recognized state or national program.

The Substance Abuse Policy requires the use of Department of Health and Human Services (DHHS) certified laboratories. All alcohol testing shall be conducted on devices approved by the National Highway Traffic Safety Administration (NHTSA). All non-DOT collection and testing procedures shall mirror as closely as possible DOT 49 CFR Part 40 protocols.

6.0 NON-COMPLIANCE

Any contractor personnel found in violation of this policy and/or Contractor's Policy or who refuse to cooperate with the searches and tests included in this policy and/or Contractor's Policy shall be permanently removed by Contractor from District Property and from performing work for the District. Contractor must immediately notify the District that the individual has become disqualified from performing work for the District. Contractor will immediately review with the District the nature of the work previously performed by the individual. At District's request Contractor shall, at its sole cost and risk, inspect all work in which the individual may have participated and submit a written report to the District that documents the inspection, any findings and the actions taken to assure all deficiencies have been corrected.

7.0 SUBSTANCE ABUSE AWARENESS

Contractor warrants that Contractor Personnel performing work have each been fully informed of the requirements of this Attachment and Contractor's Policy. Before beginning work on District property, each contractor personnel must sign a written certification that he/she has been so informed and agrees to be bound by those requirements.

8.0 APPLICABLE LAWS

Contractor shall comply with all applicable federal, state, and local drug and alcohol related laws and regulations (e.g., DOT regulations, Department of Defense (DOD) Drug-Free Workplace Policy, Drug-Free Workplace Act of 1988, etc.).

9.0 SUPERVISOR TRAINING

Each Contractor shall provide training regarding this policy. Training on the recognition of performance indicators of probable drug use and on its effects and consequences to personal health, safety and the workplace shall be included. It is required that each Contractor who will determine whether a Contractor employee must be tested based on reasonable suspicion, receive at least one 60-minute training session on the specific, contemporaneous, physical, behavioral and performance indicators of probable drug and alcohol use. Records of individuals trained (including name, date) must be maintained by the Contractor and available to the District.

10.0 AUDIT

- A. Contractors shall keep records required by this Attachment available for inspection by District during the period that the Contractor is performing work for the District and for a period of (3) years after Contractor ceases to perform work for the District.

- B. The District shall have the right, at its discretion, to perform unannounced audits of the Contractor's alcohol and drug program to verify that Contractor's policy and its enforcement comply with these guidelines.
- C. At District's request, Contractor will provide separate lists of Contractor Personnel (including name and employer issued employee identification number) who were eligible for District work on a date specified by the District. Upon further request, Contractor will provide the District with the following information on each alcohol and drug test conducted for each Contractor Personnel identified by the District from those lists:
- 1) date of and type of test (e.g. random, pre-access) and
 - 2) laboratory chain-of-custody identification number and/or test number.

Contractor will obtain an agreement from any consortium, laboratory, and/or Medical Review Officer (MRO) providing drug/alcohol testing services for Contractor that upon submission by the District of a list, or lists, of employee identification numbers, chain-of-custody ID numbers and test dates,

- 1) the consortium/laboratory will verify that the tests were conducted as represented and
- 2) The consortium/laboratory and/or Contractor MRO will provide a sworn statement that each of the tests identified by the District were confirmed as negative or that it/they cannot so swear.

--EXHIBIT A--

ALCOHOL, DRUG AND CONTRABAND TESTING INFORMATION

COLLECTION FACILITY	NAME	
	ADDRESS	
	PHONE NUMBER	
	CONTACT PERSON	

TESTING LABORATORY	NAME	
	ADDRESS	
	PHONE NUMBER	
	NATIONALLY CERTIFIED? (YES/NO)	
MRO (Medical Review Officer)	MRONAME	
	MROPHONE	

APPENDIX G

NON-REGULATED SPECIMEN TESTING PANEL MEMBERS AND THRESHOLDS

(NOTE: Regardless of reason for specimen test, a Breath Alcohol test will be completed, in addition to a urine or oral fluids specimen test, whenever required by client or customer.)

A. URINE SPECIMEN TESTING THRESHOLDS - 11 Panel + Ethanol

Substance	Screening Level	Confirmation Level
<i>Amphetamine</i> (Including: amphetamine, methamphetamine, MDMA/MDA [ecstasy])	300 ng/ml	250 ng/ml
<i>Barbiturates</i> (Including: amobarbital, butalbarbital, butalbital, pentobarbital, phenobarbital, secobarbital)	300 ng/ml	100 ng/ml
<i>Benzodiazepines</i>	300 ng/ml	100 ng/ml
<i>Cocaine</i> (Includes benzoylecgonine)	150 ng/ml	100 ng/ml
<i>Opiates</i> (Including: codeine/morphine, heroin as morphine, hydrocodone/hydromorphone)	300 ng/ml	100 ng/ml
<i>6-Acetylmorphine</i>	10 ng/ml	10 ng/ml
<i>Methadone</i>	300 ng/ml	100 ng/ml
<i>Methaqualone</i>	300 ng/ml	200 ng/ml
<i>Oxycodone / Oxymorphone</i>	100 ng/ml	100 ng/ml
<i>Phencyclidine</i>	25 ng/ml	25 ng/ml
<i>Propoxyphene</i> (Includes norpropoxyphene)	300 ng/ml	150 ng/ml
<i>Ethanol</i>	0.02%	0.02%

B. ORAL FLUID SPECIMEN TESTING THRESHOLDS (Marijuana only)

<i>Cannabinoids</i> (Psychoactive metabolites only when required by state law)	1 ng/ml	1 ng/ml
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C. BREATH ALCOHOL SPECIMEN TESTING THRESHOLDS

<i>Ethanol</i>	0.02 %	0.02%
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Above panel subject to change and adjustment without notice. All panel members have recognized impairment capabilities and are known as substances of abuse.

**West Kern Water District - Alcohol, Drug and Contraband Policy Attachment
Acknowledgment Form**

I hereby acknowledge that I have been provided a copy of the attachment to West Kern Water District's Drug/Alcohol policy requirements. I understand that disciplinary action, up to and including termination, will result if I violate this Policy and/or attachment. I also understand that I will be required to complete specimen testing as outlined in the attached Non-Regulated Specimen Testing Panel Members and Thresholds.

Employee's Signature

Date

Employee's Printed Name

Employee Identification Number

Consent and authorization for disclosure to West Kern Water District of alcohol and drug test results and related information.

I hereby consent to disclosure by contractor and its agents, including, but not limited to, any collecting and testing agencies, of the test results identified above and any related information to the operator(s) listed above and its authorized agents, assigns, or representatives.

Employee's Signature

Date

Employee's Printed Name

Employee Identification Number

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

Drawings, specifications and other contract documents will be available for examination, and copies may be obtained in the manner specified in the "Notice Inviting Bids." The term "Contract Documents" shall mean and include the following:

DESCRIPTION OF WORK

BIDDING PROVISIONS, including Notice Inviting Bids, Instructions to Bidders, Bid Proposal and Supporting Documents.

SPECIAL CONTRACT INFORMATION, CONDITIONS REQUIREMENTS, AND PROVISIONS which shall also include any and all addendums, permits from other agencies, referenced specifications, and all modifications issued after execution of the Contract.

CONTRACT EXECUTION AND ADMINISTRATION FORMS including the forms of Agreement, Contract Bonds, Contract Change Order and Certificates of Insurance, together with miscellaneous contract forms and notices.

GENERAL CONTRACT CONDITIONS AND REQUIREMENTS

TECHNICAL SPECIFICATIONS

MAPS, PHOTOS AND EXHIBITS

2. EXAMINATION OF DRAWINGS, SPECIFICATIONS AND SITE OF WORK

The bidder is required to examine carefully the site of the work and become fully acquainted with local conditions, construction and labor to insure a full understanding of the facilities, difficulties, and restrictions attending the execution of the work under the contract. Bidders shall thoroughly examine and be familiar with the proposal, the drawings and specifications. It will be assumed that the bidder has investigated and is satisfied as to the conditions encountered, including all installations and utilities, whether underground, surface, or overhead, as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of the drawings, the specifications, the general conditions and the contract.

The drawings for the work show conditions as they are believed to exist, but it is not to be inferred that all of the conditions as shown thereon are actually existent, nor shall the District or any of its officers be liable for any loss sustained by the contractor as a result of any variance between conditions shown on the drawings and actual conditions revealed during examination or progress of the work. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such an examination.

3. INTERPRETATION OF DRAWINGS AND DOCUMENTS

If any bidder should find discrepancies in, or omission from the drawings, specifications, or other proposed contract documents, or if he should be in doubt as to the true meaning of any part thereof, he shall at once make a written request to the Engineer for correct, clarification, or interpretation of the point or points in question. The person submitting such request shall be responsible for its prompt delivery.

In the event that the Engineer receives such a request, and it should be found that certain essential information is not clearly and fully set forth, or if the Engineer discovers errors, omissions, or points requiring clarification in the drawings or documents, a written addendum will be mailed to each person to whom a set of contract documents has been delivered. The District will not be responsible for any instructions, explanations, or interpretations of the documents presented to bidder in any manner other than by written addendum.

All work called for in the construction documents, shall be furnished and installed in its entirety, including all necessary or incidental items, which are required for proper installation and operation, whether or not specifically mentioned on the Drawings, Specifications or Bidding Documents.

When discrepancies exist between drawings and specifications, and no specified interpretation is issued prior to bidding, the decisions regarding this interpretation will rest with the Engineer. The Contractor will be compelled to act in this decision as directed. In the event the installation is contradictory to the direction of the Engineer, the installation shall be rectified by the Contractor at no additional cost.

4. ADDENDA OR BULLETINS

The effect of all addenda to the contract documents shall be considered in the bid, and said addenda shall be made a part of the contract documents and shall be returned with them. Before submitting a bid, each bidder shall inform himself as to whether or not any addenda has been issued and failure to include in this bid any such addenda issued shall render his bid informal, and result in its rejection.

5. DISQUALIFICATION OF BIDDERS

No person, firm or corporation shall be allowed to make, file, or be interested in more than one bid for the same work unless alternated bids are called for. Any person, firm, or corporation who has submitted a sub-proposal to a bidder, or who has quoted prices on materials to a bidder, is not hereby disqualified from submitting a bid in his own behalf.

6. RESPONSIBLE BIDDERS

Bidders are advised that in selecting a Contractor, District reserves the right to consider the financial responsibility and general competency of each bidder, as well as its reputation within the industry. District expects each bidder (and sub bidders) to fully and truthfully disclose all information required by the Bidding Provisions (including ALL health and safety requirements as requested in the Notice Inviting Bids). No bid will be accepted from a contractor who is not licensed in accordance with the law, under the provisions of Division III, Chapter 9 of the Business and Professions Code of the State of California. Bidders are advised that failure to complete all of the information (including information for sub bidders) and sign all of the documents (including Notary where indicated) may operate to invalidate the bid, depending on the seriousness of the irregularity or omission, as judged by the Owner.

7. PERMITS AND LICENSES

The Contractor and subcontractors will be required to obtain any and all Permits and Licenses necessary to perform this Contract.

8. PROPOSALS

Bids to receive consideration shall be made in accordance with the following instructions:

- a. Bids shall be made upon the form attached herein; all bid items shall be properly filled out; numbers shall be stated both in words and figures, and the signatures of all persons signing shall be in longhand. Where there is conflict in the words and figures, the words shall govern.
- b. All prices and notations must be in ink or typewritten. No erasures will be permitted. Mistakes may be crossed out, and corrections typed or written with ink adjacent thereto and must be initialed in ink by the person or persons signing the bid.

- c. Any proposal which, in the opinion of the District is so unbalanced between the various contract items so as to be detrimental to the best interest of the District will be rejected.
- d. Bids shall not contain any recapitulation of the work to be done. No oral, telegraphic or telephonic proposals or modifications will be considered.
- e. Each bidder shall list his proposed subcontractors on the form accompanying the proposal in accordance with the provisions of the specifications and the provisions of Chapter 4, Part 1 of Division 2 of the Public Contractor's Code.
- f. Each bidder shall furnish a statement of his technical ability, experience, and references properly and fully filled out on the form provided.
- g. The District may require any bidder to furnish a statement of his financial responsibility, equipment, and other data to help evaluate his qualifications.
- h. Each bidder is required to provide to the District the following health and safety documentation to qualify their bid for consideration by the District:
 - 1. OSHA 300 log (for 3 years)
 - 2. EMR (Experience Modifier Ratio) (for 3 years)
 - 3. Incident rate (based on OSHA 300 logs)
 - 4. IIPP (Injury and Illness Prevention Plan)
- i. Once the Bid Proposal and Supporting Documents herein have been completed and signed as set forth above, they shall be placed, along with the Bid Proposal Guarantee and any proposed sketches and brochures required by these instructions, in an envelope, sealed and addressed and delivered or mailed, postage prepaid to:

West Kern Water District
800 Kern Street
P. O. Box 1105
Taft, CA 93268-1105

Said envelope shall also contain the following in the lower left-hand corner thereof:

Bid Proposal of _____ (Bidder's Name and Address)
for _____ (Title of Project-Cover Page)

No consideration shall be given by the Owner to bid proposals received after the date and time set by the Notice Inviting Bids herein for the opening of bids.

- i. If the bid proposal is made by an individual, it shall be signed and his/her full name and address shall be given; if it is made by a co-partnership, it shall be signed with the co-partnership name by one of the partners who shall sign his/her own name and, in addition, the name and address of each partner shall be given; if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer, or officers, attested by the corporation seal, and the names and titles of all current officers of the corporation shall be given.

9. TAXES

No mention shall be made of sales tax or use tax, as all bid prices submitted will be considered as including such tax.

10. WITHDRAWAL OF BIDS

The bidder may, without prejudice, withdraw its bid proposal at any time prior to the date and time set by the Notice Inviting Bids herein for the opening of bids; provided that any request to withdraw is made in writing and duly executed by a duly authorized representative of bidder and delivered to the Owner's Secretary at the address set forth in subsection 8.i above.

11. MODIFICATION OF BID PROPOSAL

Any bidder who wishes to modify the bid proposal previously submitted by it may do so only by (a) following the withdrawal procedure set forth in section 10 hereof prior to the date and time set by the Notice Inviting Bids herein for the opening of bids, and (b) submitting a substituted bid proposal which conforms to the requirements set forth herein. A bid proposal shall be deemed withdrawn once it has been delivered by the District to the one requesting withdrawal, either by personal delivery or deposit in the United States mail, addressed to the address originally given by the bidder. After withdrawal, the District will not recognize

modifications of bid proposals attempted by methods other than as set forth in this section 11.

12. OPENING OF BID PROPOSALS

The District will publicly open, examine, and declare the bids at the time set forth in the "Notice Inviting Bids." Bidder or their authorized representatives are invited to be present.

13. AWARD OF CONTRACT OR REJECTION OF BIDS

The award, if made, will be made within thirty days of the opening. The Owner's policy is to award to the lowest responsible bidder who can comply with the projected delivery and/or completion schedules and comply with ALL requirements contained in the bidding provisions. However, the Owner reserves the right to reject any and all bids, to waive any irregularity, or to award the subject Contract to other than the lowest bidder. Notice of Award shall be made to a successful bidder in writing and mailed to the address as set forth on the signature page of the Bidding Provisions.

14. WORKMEN AND WAGES

Attention is specifically directed to all provisions of the Labor Code of the State of California with regard to workmen and wages. Wages shall be not less than the prevailing wage rates determined by the District pursuant to said code.

15. EMPLOYMENT OF APPRENTICES

The contractor's attention is directed to Sections 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the Labor Code concerning the employment of apprentices by the contractor or any subcontractor under him.

Section 1777.5 requires the contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certification of approval. Section 1777.5 does not apply to contracts involving less than \$30,000 or twenty (20) working days. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five, except:

- a. When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 3 months prior to the request for certification; or

- b. When the number of apprentices in training in the area exceeds a ratio of one to five; or
- c. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally; or
- d. Assignment of an apprentice to any work performed under the contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if a specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

The contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The contractor, or any subcontractor under him, shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

16. LABOR DISCRIMINATION

No discrimination shall be made in the employment of persons upon public works because of race, color, religious preference, ancestry, physical handicap, medical condition, sex, sexual orientation, national origin, age or marital status, and every Contractor for public works violating this section is subject to all penalties imposed for a violation of Chapter I of Part VII, Division 2 of the Labor Code, in accordance with the provisions of Section 1735 thereof.

17. EXECUTION OF CONTRACT

The contract, in the form contained in the Contract Documents, shall be signed by the successful bidder and returned, together with the contract bonds, within **ten (10)** calendar days after the date of award by the District of the contract to the successful bidder. No proposal shall be considered binding upon the District until the execution of the contract.

Failure to execute the contract and file acceptable bonds as provided in section 18 hereof within **ten (10)** calendar days after date of award by the District of the contract to the successful bidder shall be just cause for the annulment of the award and the forfeiture of the proposal guarantee. District may then award the Contract to the bidder whose proposal is next most acceptable to said Owner; and such bidder shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.

18. BONDS AND CERTIFICATION OF INSURANCE REQUIRED OF SUCCESSFUL BIDDER

Before execution of the Contract by the Agency, the Bidder shall file with the Agency surety bonds satisfactory to the Board in the amounts and for the purposes noted below. Bonds shall be duly executed by a responsible corporate Surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California. Bonds shall be issued by a surety who is listed in the latest revision of U.S. Department of Treasury Circular 570, is authorized to issue bonds in California, and whose bonding limitation shown in said circular is sufficient to provide bonds in the amount required by the Contract. The bidder shall pay all bond premiums, costs and incidentals.

Each bond shall incorporate, by reference, the contract and be signed by both the bidder and Surety and the signature of the authorized agent of the Surety shall be notarized.

The Bidder shall provide two good and sufficient surety bonds. The "Payment Bond" (Material and Labor Bond) shall be for not less than 100 percent of the Contract Price, to satisfy claims of material suppliers and mechanics and laborers employed by it on the Work. The bond shall be maintained by the Contractor in full force and effect until the Work is accepted by the District, and until all claims for materials and labor are paid, and shall otherwise comply with the Civil Code.

The "Performance Bond" shall be for 100 percent of the Contract Price to guarantee faithful performance of all Work within the time prescribed, in a manner satisfactory to the District, and that all materials and workmanship will be free from original or developed defects.

Should any bond become insufficient, the Contractor shall renew the bond within 10 days after receiving notice from the District.

19. RETURN OF BIDDER'S GUARANTEES

Unless requested in writing to return the proposal guarantee of unsuccessful bidders, the owner will retain such guarantees in its files and reserves the right to destroy such guarantees if no requests for their return have been received at the office of the District within ten (10) days after final execution of the Contract by the Owner and successful bidder.

20. LOW BIDDER(S) POST-BID INFORMATION SUBMITTAL REQUIREMENTS

At its option, the Owner may request the following information of the low bidder, or as many as three or four of the closest low bidders in close or unusual bid circumstances. Such information shall be provided by such bidders within three working days of verbal or written notice for same.

- a. Detailed individual experience resume of person who will be designated Chief Construction Superintendent.
- b. Financial statement, additional references if requested (a total of five required), and other information, sufficiently comprehensive to permit an appraisal of contractor's current financial condition and organizational capability to perform the work.
- c. Bidder must demonstrate the ability to do at least 25% of the work without subcontracting. Information on the bidder's ability to staff the project, both in the field and in its office, and the bidder's ability to directly supply major construction equipment to the project shall be submitted for review.
- d. List of all construction contracts completed by the contractor during the last five (5) years which had a total contract price in excess of seventy-five percent (75%) of the total bid price on this project. The list shall include the following information:

- Name, address and telephone number of owner
- Name of project
- Location of project
- Brief description of the work involved
- Contract amount
- Date of completion of contract
- Name, address and telephone number of Architect or Engineer
- Name of owner's project engineer

**WEST KERN WATER DISTRICT
KERN COUNTY, CALIFORNIA
NOTICE INVITING BIDS
FOR**

Water Storage Tank Floor Rehabilitation Project, Job 26-3200
(Pump Station H, Tank No. 2, Taft, CA.)

NOTICE IS HEREBY GIVEN that sealed bids will be received by WEST KERN WATER DISTRICT ("District") until **3:00 p.m. on Friday, September 12, 2025**. Bids will be received at the offices of the District, 800 Kern Street, Post Office Box 1105, Taft, California, 93268. Representatives of the District will, at said time, publicly open, examine and declare said bids. The District will compare the relative merit of the respective bids and choose the bid which, in the opinion of the District, will best serve the interest and/or needs of the District. All bids are received under advisement for a period not to exceed 30 days. The District reserves the right to reject any and all bids received, to waive any irregularity, or to award the bid to other than the lowest bidder.

This solicitation is for *two* separate scopes of work. The District will accept bids for either Scope A or Scope B. The District will evaluate both scopes but reserves the right to award only the option deemed to be in the District's best interest. Bidders must hold the appropriate license(s) as listed below at the time of bid submittal. Bidders are encouraged to review both scopes carefully and submit pricing accordingly.

The District will host *separate* **MANDATORY** job walks for each scope on the same day at the tank site (35.11422, -119.464901):

Scope A Job Walk: Thursday, September 4, 2025, at 9:00 A.M.

Scope B Job Walk: Thursday, September 4, 2025, at 10:00 A.M.

Bidders are further notified that each bid must be made on the proposal form furnished by the District; the bid must be received on or before the date and the hour above specified for receiving bids or such bids will be rejected. All proposals must be accompanied by cash, cashier's check, or certified check (payable to the District) for an amount not less than 10 percent of the total proposal(s), or by a bond for said amount and so payable, signed by the bidder and two sureties who must justify before any officer competent to administer an oath in double the said amount and over and above all statutory exemptions, or by a corporate Surety Bond, all to the satisfaction and approval of the District. Proposals must also be accompanied by a current OSHA 300 Log and EMR (Experience Modifier Ratio). If the bidder contemplates that it and/or any subcontractor of bidder will use any vehicle to which the Regulation for In-Use Off-Road Diesel-Fueled Fleets (California Code of Regulations, Title 13 §2449), the proposal must include a valid Certificate of Reported Compliance (California Code of Regulations, Title 13 §2449(n)) that covers each vehicle to be used. District is prohibited from contracting with any bidder that is either without, or does not submit, a valid Certificate(s).

The cash, cashier's check, certified check or Surety Bond of the successful bidder will be forfeited to the District if the successful bidder fails or refuses to enter into the required contract within ten days after written notice that the contract has been awarded to him, her or it for the work.

The successful bidder will be required to furnish a Payment Bond and a Faithful Performance Bond, both of which must be in the amount of 100 percent of the contract price. The successful bidder may elect to deposit securities with the District in lieu of having funds withheld by the District to ensure performance under the bid contract, in accordance with Section 22300 of the California Public Contract Code.

Bids must be based on the payment of not less than the prevailing rate of wages for this locality and project as determined by the Director of the California Department of Industrial Relations pursuant to California Labor Code Section 1770 *et seq.* Copies of the prevailing rates of per diem wages are on file at the District office and will be made available to any interested party on request.

The bidding requirements and the work are fully described in the plans and specifications, which are available for inspection at the District office during normal business hours without charge or as a free download (PDF format only) through the District website at <http://www.wkwd.org>. Plans and specifications may also be obtained from the District at 800 Kern Street, Post Office Box 1105, Taft, California 93268-1105, telephone number (661) 763-3151, upon payment of a \$30.00 non-refundable fee if picked up or upon payment of a \$35.00 non-refundable fee if mailed. MAKE ALL CHECKS PAYABLE TO "WEST KERN WATER DISTRICT."

LICENSE CLASSIFICATION BY SCOPE OF WORK

Bidders are advised that license classification requirements differ depending on the scope of work being bid.

Scope A – Coating Removal and Ultrasonic Thickness Testing Preparation

Bidders must possess a valid and active **Class A – General Engineering Contractor license or a Class C-33 – Painting and Decorating Contractor license** issued by the California Contractors State License Board (CSLB). Scope A includes interior coating removal, abrasive blasting, surface preparation, and related cleanup and disposal.

Scope B – Concrete Slurry and Steel Floor Installation

Bidders must possess a valid and active **Class A – General Engineering Contractor license. Class C-8 – Concrete Contractor and Class C-51 – Structural Steel Contractor licenses** *may also be considered acceptable*, provided the contractor self-performs or subcontracts each portion of work under the appropriate classification. Scope B includes substrate preparation, slurry placement, steel floor installation, and weld work.

Subcontractors listed in the bid proposal must also hold appropriate and active CSLB licenses for the work they will perform. No bid will be accepted from a contractor or subcontractor who is not properly licensed at the time of bid submittal.

Contractors or subcontractors that are not registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 are not qualified to submit a bid for this project and will not be awarded the contract for this project. Further, no contractor or subcontractor may be listed on the bid proposal for this project unless the contractor or subcontractor is registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor and subcontractor must furnish the records specified in Labor Code Section 1776 directly to the Labor Commissions, in the manner set forth in Labor Code Section 1771.4. Contractors must all post job site notices, as prescribed by regulation.

DATE OF OWNER'S
AUTHORIZATION

08/26/2025

Publish: August 28, 2025

WEST KERN WATER DISTRICT
TAFT, CALIFORNIA

/s/ Greg A. Hammett, P.G.
General Manager

BID PROPOSAL

SCOPE A **Coating Removal and** **Ultrasonic Thickness Testing Preparation**

PROJECT: Water Storage Tank Rehabilitation Project, Job 26-3200

LOCATION: West Kern Water District - Pump Station H
Tank No. 2 (North Tank)

OWNER: West Kern Water District

BID OPENING: Friday, September 12, 2025, at 3:00 PM

BIDDER: _____

West Kern Water District
800 Kern Street
Taft, CA 93268

In compliance with your advertisement for bids, the undersigned has carefully examined the project Bid Documents, including the drawings and specifications for the “Water Storage Tank Rehabilitation Project, Scope A – Coating Removal and Ultrasonic Thickness Testing Preparation”, at Station H Tank No. 2 Site, Taft, CA 93268. I fully understand the scope and meaning of the Bid Documents.

The undersigned hereby agrees to furnish all materials, labor, tools, equipment, apparatus, facilities and transportation necessary to complete all work in strict conformity with the drawings and specifications, and to execute the contract to the satisfaction of the West Kern Water District, at the following cost(s):

1. BID FORM- SCOPE A

For the furnishings of labor, materials and equipment necessary to complete all work designated in the drawings and specifications.

Item No.	Qty	Units	Bid Item Description	Unit Bid Price
A-1	1	Lump Sum	Mobilization, Demobilization, Bonds and Insurance	
A-2	1	Lump Sum	Coating Removal	
A-3	1	Lump Sum	Surface Preparation for Ultrasonic Thickness Testing (UTT)	
A-4	1	Lump Sum	Cleanup, Waste Disposal (including abrasive blast residue) and Site Restoration	
Total Lump Sum Price:				

Total Lump Sum Price
(in words):

The above-mentioned BID includes applicable California State sales tax, bonds, insurance and all other costs required to perform all the work described in the project drawings and specifications. Price for the Bid is guaranteed through

_____ date

2. **ADDENDA**

This bid includes: Addendum No._____ Dated_____

Addendum No._____ Dated_____

Addendum No._____ Dated_____

Addendum No._____ Dated_____

3. **BID DEPOSIT (BID BOND)**

There is enclosed herewith a Cashier's Check, certified check, cash or surety bond in the amount of ten percent (10%) of the TOTAL BID, or more specifically Dollars (\$_____), made payable to the West Kern Water District. The undersigned agrees that in the event of the failure by the undersigned to execute the necessary contract and furnish the required contract bonds and insurance, the Cashier's Check, certified check, cash or surety bond and the money payable thereon shall be and remain the property of the West Kern Water District. If the bid is accompanied by cash, certified check or Cashier's Check, the check/cash shall be deposited by the West Kern Water District, and a District Warrant for the full amount shall be issued to the undersigned approximately one (1) month after Contract Award.

4. **TIME**

If this Bid Proposal is accepted, the undersigned agrees to execute the required Standard Contract and furnish the required bonds within ***ten (10)*** calendar days of Contract Award.

5. **TIME OF COMPLETION**

The undersigned agrees to complete the work within ***twenty-one (21) calendar days*** from the date stipulated in the Notice to Proceed. Liquidated damages will be assessed at the rate of \$500 per day for every day over completion date stipulated within the Notice to Proceed.

6. **REJECTION OF BIDS**

The undersigned agrees that the West Kern Water District reserves the right to reject any and all bids and reserves the right to waive informalities in a bid or bids, not affected by law, if to do so seems to serve the public interest.

7. **COPELAND "ANTI-KICK BACK" ACT**

Each contractor shall be prohibited from inducing, by any means, any person employed in construction, completion, repair of public work, to give up any part of the compensation to which he is otherwise entitled in compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874 as supplemented in Department of Labor regulations (29 CFR, Part 3). The West Kern Water District shall report all suspected or reported violations to the State of California.

8. **STATE LICENSES**

The undersigned hereby certifies that he is currently the holder of a valid license as a contractor in the State of California and that the license is the correct class of license for the work described in the project drawings and specifications.

9. **INSURANCE**

The undersigned agrees to furnish certified copies of all insurance policies and endorsements; all certificates of comprehensive, general and auto liability insurance; Workers' Compensation Insurance; and such other insurance that will protect him from claims for damages and personal injury including death, which may arise from operations under the contract, whether such operation be by the undersigned or by any subcontractor of the undersigned, or anyone directly or indirectly employed by the undersigned or any subcontractor of the undersigned. The certified copies, certificates and additional endorsements, will be filed at the time of execution of the contract. All policies (excluding Workers' Compensation) shall name the West Kern Water District as an additional named insured. All coverages shall be subject to approval by the District for adequacy of protection.

10. ALCOHOL, DRUG AND CONTRABAND CONTROL PROGRAM
ACKNOWLEDGEMENT

In compliance with West Kern Water District's Drug, Alcohol and Contraband Control Program (DACCP), contractors are required to complete an Alcohol Drug and Contraband Policy Attachment (Attachment). The Attachment provides that contractors are required to have and enforce a written policy on drugs and alcohol which complies with the laws of the states in which the contractor performs services for the District. This includes testing for the psychoactive metabolite found in THC through oral fluid testing.

The District's DACCP also provides that:

- (1) Contractor employees may be covered under the District's plan, or
- (2) may provide in contract that contractor must establish and implement a Drug Alcohol and Contraband Control Program (DACCP) that meets or exceeds the District's Plan.

The program manual for the District's DACCP is provided for your reference. The Attachment acknowledges that contractor employees will comply with all the provisions contained in the District's DACCP. The Attachment also provides that all Contractor Personnel operating commercial equipment or vehicles (if applicable) must be currently active in a DOT random testing pool or have received a negative test within the past 60 days or less preceding Contractor Personnel's first access to District Property. Upon District's request, Contractor shall so certify in writing and will notify the District of the Collection and Testing Facilities in which the drug test was performed by completing Exhibit A (page 8) of the Attachment. Contractor will not send laboratory test results to the District or provide information identifying individuals who have a positive preaccess test.

For the purposes of this bid proposal, please indicate which option your company will follow regarding compliance with the DACCP:

☐ **Option 1** - Use of District's DACCP:

Our company elects to have its employees covered under the District's DACCP. We acknowledge and understand the pre-access drug testing requirements set forth in the District's policy.

☐ **Option 2** - Use of Contractor's DACCP:

Our company will provide its own written Drug, Alcohol, and Contraband Control Program at the time of contract award for District review. We acknowledge that our program must meet or exceed the requirements of the District's DACCP, and that revisions may be required to achieve compliance.

Company Name: _____

Authorized Representative (Print): _____

Date: _____

11. **BONDS**

The undersigned agrees to furnish the District with a satisfactory Labor and Materials Bond in an amount equal to one hundred percent (100%) of the contract price and a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the contract price. These bonds shall be secured from a surety company or companies satisfactory to the District and shall remain in full force and effect for a period of one (1) year following the date of filing of Notice of Completion.

12. **VISITING OF THE SITE**

The undersigned has visited the site and is familiar with the local conditions of the work site.

13. **DESIGNATION OF SUBCONTRACTORS**

In compliance with the provisions of Sections 4100-4108 of the Public Contracts Code of the State of California and any amendments thereof, the undersigned shall set forth below the name and street address of the mill, shop or office of each subcontractor who will perform work or labor, or render services to the Contractor in an amount in excess of one half of one percent ($\frac{1}{2}$ of 1%) of the Prime Contractor's total bid and the portion of the work which will be done by each subcontractor for each such portion as is defined by the bidder in his bid.

If the undersigned fails to specify a subcontractor for any work to be performed under the Contract, the undersigned agrees to perform the work and shall not be permitted to subcontract that work except in cases of public emergency, and then only after written finding as public record by the West Kern Water District.

Subcontractor's Name	CSLB & DIR PWCR No.	Address	Portion of Work to be preformed

14. **BIDDER'S STATEMENT OF TECHNICAL ABILITY AND EXPERIENCE**

The bidder is required to state what work of a character similar to that included in the proposed contract he has successfully performed in Kern/Los Angeles Counties, and to give references which will enable the District Board of Directors to judge his responsibility, experience, skill and business standing. Said references shall include the name of the Supervisor responsible for the acceptance of the work performed. The undersigned submits herewith a statement of work which he has successfully performed of a character similar to that included in the proposed contract.

A. JURISDICTION: _____

CONTACT PERSON: _____ PHONE: (____) _____

B. JURISDICTION: _____

CONTACT PERSON: _____ PHONE: (____) _____

C. JURISDICTION: _____

CONTACT PERSON: _____ PHONE: (____) _____

D. JURISDICTION: _____

CONTACT PERSON: _____ PHONE: (____) _____

E. JURISDICTION: _____

CONTACT PERSON: _____ PHONE: (____) _____

15. **FAIR EMPLOYMENT PRACTICES CERTIFICATE**

In connection with performance of work under this contract, the Contractor agrees as follows:

a. The Contractor will not willfully discriminate against any employee or applicant for employment because of race, color, religious creed, ancestry, national origin, sex marital status, physical disability, mental disability, medical condition, or age, as defined in Government Code Section 12926. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, sex, physical disability, mental disability, medical condition, or age as defaced in Government Code Section 12926. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for

training, including apprenticeship.

b. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, advising the labor union or workers' representative of the Contractor's commitments under the provisions of this certificate, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

c. The Contractor will permit access to his records of employment, by the Fair Employment and Housing Commission, the awarding authority or any authority for the purposes of investigation to ascertain compliance with the provisions of this certificate.

d. A finding of willful violation of the provisions of this certificate or of the Fair Employment and Housing Act, Government Code Sections 12900, et seq., shall be regarded by the awarding authority as a basis for determining the Contractor not to be a "responsible bidder" as to future contracts for which the Contractor may submit bids, for revoking the Contractor's prequalification rating, if any, and for refusing to establish, re-establish or renew a prequalification rating for the Contractor.

The awarding authority shall deem a finding of willful violation of the Fair Employment and Housing Act to have occurred upon receipt of written notice from the Fair Employment and Housing Commission that it has investigated and determined that the Contractor has violated said Act and has issued an order under Government Code Section 12970 or obtained an injunction under Government Code Section 12973.

Upon receipt of such written notice for the Department of Fair Employment and Housing, the awarding authority shall notify the Contractor that unless he demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his prequalification rating will be revoked at the expiration of such period.

e. The Contractor agrees that should the awarding authority determine that the Contractor has not complied with the provisions of this certificate, then pursuant to Labor Code Sections 1735 and 1775, the Contractor shall as a penalty to the awarding authority, forfeit for each calendar day, or portion thereof, for each person who is denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The awarding authority may deduct any such damages from any monies due the Contractor.

f. Nothing contained in this certificate shall be construed in any manner or fashion so as to prevent the awarding authority from pursuing any other remedies available at law.

g. The Contractor will include the provisions of the foregoing paragraphs 1 through 6 in every first-tier subcontract, if any, so that such provisions will be binding upon each such subcontractor.

h. The Contractor shall maintain his records in conformance with the requirements in the Specifications and the following:

1. The submissions by the Contractor of payrolls or copies thereof, is not required. However, each contractor and subcontractor shall preserve his weekly payroll records for a period of three years from the date of completion of the contract.
2. The payroll records shall contain the name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made, and actual wages paid.
3. The Contractor shall make his payroll records available at the project site for inspection by the Owner and shall permit the Owner to interview employees during working hours on the job.

The following certification is to be executed by every bidder and enclosed and forwarded in a sealed envelope containing the bid. The person signing the certification shall state his address and official capacity.

TO: WEST KERN WATER DISTRICT

The undersigned, is submitting a bid for performing the following work by contract, hereby certifies that the bidder will meet the above standards of affirmative compliance with the Fair Employment and Housing Act, Government Code Sections 12900, et seq.

Product and Services for Contractor

_____ Date	_____ Bidding Company
_____ Address	_____ Signature
_____ City State Zip	_____ Name of Signer
_____ Area Code Telephone	_____ Title

(This certification must be executed by the successful bidder prior to the award of the Contract.)

16. CONTRACTOR AND SUBCONTRACTOR REGISTRATION CERTIFICATION

The Contractor certifies that it is registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, and that all subcontractors included in the bid are also registered. The Contractor further agrees and certifies that, if this Bid Proposal is accepted, the Contractor and any other contractors or subcontractors that perform work at the project will be registered with the Department of Industrial Relations pursuant to section 1725.5 at all times that they perform the work described in this Bid Proposal.

17. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATION

I hereby certify that I will fully comply with Executive Order 11246 as amended by Executive Order 11375, and the Equal Opportunity Clause and rules and regulations issued thereunder, which are hereby incorporated by reference as appropriate. The Contractor commits itself to such compliance by submitting a properly signed bid or offer or by signing or otherwise accepting a contract or subcontract. Contractor agrees that no person, on the grounds of race, color, religion, national origin, sex or age will be subjected to discrimination under this contract.

18. NONSEGREGATED FACILITIES CERTIFICATION

The contractor certifies that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not and will not permit the employees to perform their services in any location, under his control, where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the equal employment clause in this contract. As used in this certification, term “segregated facilities” means any waiting room, work area, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin because of habit, local custom, or any other reason. The contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractor prior to award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certification in his files.

Project Name and Number: _____

Contractor Date

By _____

Title _____

Contractor's License No. _____

Contractor's Public Works Registration No. (PWCR) _____

NONCOLLUSION AFFIDAVIT

The undersigned, being the first duly sworn, deposes and says that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained his or her bid price or any breakdown thereof, or the contents thereof, or divulged partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

By (Signature)

Contractor's License No.

Typed Named Title

Primary Class

For (Bidding Company)

Social Security/Fed. Tax ID#

Business Address

Telephone #

City State Zip

Fax #

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

Subscribed and sworn to (or affirmed) before me

on this _____ day of _____, 20____,
*Date**Month**Year*

by _____
Name of Signer

proved to me on the basis of satisfactory evidence
to be the person who appeared before me.

(Place Notary Seal Above)

Signature _____
Signature of Notary Public

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we (Principal), _____, as Bidder, and _____, Surety, are held firmly bound unto the West Kern Water District, situated in Kern County, California, hereinafter call the District, in the sum of _____ Dollars (\$_____), for the payment of which sum, well and truly to be made, we bind ourselves, and our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS Bidder has submitted the accompanying bid dated _____, 2025, for the _____

NOW, THEREFORE, (1) if the Bidder shall not withdraw said bid within thirty days after the opening of the same, and (2) shall within ten days after the award of the contract furnish the required certification of insurance and enter into a written contract with the District in accordance with the bid as accepted, and (3) if the Bidder shall give the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of said contract and for the protection of laborers and material men, or (4) in the event of the withdrawal of said bid within the periods specified, or the failure to enter into said contract, if the Bidder shall within thirty days after request by the District pay the District the difference between the amount specified in said bid and the amount for which the District may procure the required work or supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise they remain in full force and effect.

In the event suit is brought upon this bond by the District and judgement is recovered, the Surety shall pay all costs incurred by the District in such suit, including reasonable attorneys' fees, to be fixed by the court.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and surety, on _____

Principal

[Seal]

Address

Surety

[Seal]

Address

COUNTY OF _____)

On this ____ day of _____, in the year ____, before me, _____ a Notary Public in the for said state, personally appeared _____, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of the _____ (Surety) and acknowledged to me that he subscribed the name of the _____ (Surety) thereto and his own name as Attorney-in-Fact.

Notary Public in and for said
State of _____

My commission expires_____

NOTE: A copy of the power of attorney to local representative of the bonding company may be attached hereto.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as principal to the within bond; that _____ who signed the said bond on behalf of the principal was then _____ of said corporations; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing Board.

_____ (Corporate Seal)

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See [http://www.dir.ca.gov/Public- Works/PublicWorks.html](http://www.dir.ca.gov/Public-Works/PublicWorks.html) for additional information.

No bid will be accepted, nor will any contract be entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.¹

Name of Bidder:_____

DIR Registration Number:_____

DIR Registration Expiration:_____

Small Project Exemption:_____ Yes or _____ No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

Bidder shall maintain a current DIR registration for the duration of the project. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.

Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder_____

Signature_____

Name and Title_____

Dated_____

¹ If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

PART 2

CONTRACT EXECUTION AND ADMINISTRATION FORMS

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CONTRACT EXECUTION AND ADMINISTRATION FORMS

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WEST KERN WATER DISTRICT

PUBLIC WORKS CONTRACT

THIS AGREEMENT (this "Agreement") is executed in duplicate as of the Effective Date by and between the District and the Contractor.

W I T N E S S E T H:

WHEREAS, the Contractor has submitted a proposal to the District for the construction of the Work; and

WHEREAS, the District and the Contractor desire to execute an agreement setting forth the terms and conditions pursuant to which the Contractor will perform the Work;

NOW, THEREFORE, IT IS AGREED as follows:

**ARTICLE I.
DEFINITIONS**

1.00. Introduction.

The definitions in this Article I shall be applied in the interpretation of this Agreement.

1.01. Article 1.5.

"Article 1.5" means Article 1.5 (commencing with section 20104) of Chapter 1 of Part 3 of the Public Contract Code, a copy of which is attached as **Exhibit A**.

1.02. Board.

"Board" means the Board of Directors of the District.

1.025. Change Order.

"Change Order" means a written directive, signed by the District, changing either the scope of the Work, the Contract Price, and/or the Contract Time allowed for completion of the Project.

1.03. Contract Documents.

"Contract Documents" means this Agreement, any Change Orders under section 2.04 hereof, as well as the following documents: West Kern Water District Contraband Control Policy Attachment, and Exhibit B – Contractor's Proposal Exhibit.

The Contractor's proposal is not a Contract Document and is not a part of this Agreement unless specifically incorporated herein by reference.

1.04. Contract Price.

"Contract Price" means the total lump sum amount of \$_____.

1.05. Contract Time.

"Contract Time" means 21 Days.

1.06. Contractor.

"Contractor" means _____, a California Corporation, holding contractor's license number _____.

1.07. Contractor's Address.

"Contractor's Address" means _____.

1.08. Day or Days.

"Day or Days" means a calendar day or calendar days.

1.09. District.

"District" means WEST KERN WATER DISTRICT, a California county water district organized and existing under and by virtue of the provisions of division 12 of the Water Code.

1.10. District's Address.

"District's Address" means 800 Kern Street, PO Box 1105, Taft CA 93268.

1.11. Effective Date.

"Effective Date" means _____.

1.12. District Representative.

"District Representative" means Greg A. Hammett the General Manager of the District or other designee.

1.13. Liquidated Damages Rate.

"Liquidated Damages Rate" means \$500.00 per Day.

1.14. Project.

"Project" means 25 Hill Tank No. 2 Rehabilitation Project – Scope A Removal of Coating and Ultrasonic Thickness Testing Preparation, Job 26-3200, located south of Taft, California, 93268 on 25 Hill Road, and commonly referred to as Pumping Station H.

1.15. Work.

"Work" means all the work specified, indicated, or shown, express or implied, necessary to complete the Project according to the Contract Documents.

ARTICLE II.
SCOPE OF WORK, PERFORMANCE AND PAYMENT

2.00. Construction of the Work.

The Contractor shall furnish all labor, tools, materials, equipment and incidentals necessary to construct and complete the Work in a good, workmanlike and substantial manner and in strict conformity with the Contract Documents and within the allowable Contract Time

2.01. Examination of Contract Documents.

The Contractor has carefully examined the site of the Work and the Contract Documents. The Contractor is satisfied as to the conditions to be encountered, the character, quality and scope of work to be performed, the quantities and materials to be furnished and the requirements of the Contract Documents. Where the District has made an investigation of site conditions, including subsurface conditions in area where Work is to be performed, or in other areas, some of which may constitute possible local material sources, the investigation is made only for the purpose of study and design. The records of the investigation is not a part of the Contract Documents and has been shown or made available to the Contractor solely for his convenience. The District assumes no responsibility as to the sufficiency or accuracy of the investigation, the records thereof, the interpretation set forth therein, or the interpretation made by the District in its use thereof. There is no warranty or guarantee, either express or implied, that the conditions indicated by the investigation or records are representative of those existing throughout such areas or any part thereof or that unforeseen developments may not occur or that materials other than, or in proportions different from, those indicated may not be encountered. The Contractor is cautioned to make such independent investigation and examination as he deems necessary to satisfy himself as the conditions to be encountered in the performance of the Work and, with respect to possible local material sources, the quality and quantity of material available from such property and the type and extent of processing that may be required in order to produce material conforming to the requirements of the Specifications. No information derived from such inspection of records of the investigation or compilations thereof made by the District or from the District Representative will in any way relieve the Contractor from any risks or from properly fulfilling the terms of the Contract Documents.

2.02. [Reserved].

2.03. Cleaning Up.

Contractor shall keep the site free and clear of debris at all times to ensure a safe work site. Before final inspection of the Work, the Contractor shall clean the site of the Work, and any material sites of all rubbish, excess materials, falsework, temporary structures and equipment. All parts of the Work shall be left in a neat and presentable condition. Full compensation for final clean-up will be considered as included in the Contract Price and no separate payment will be made therefor.

2.04. Changes.

The District reserves the right to make such alterations, deviations, additions to or deletions from the Work, including the right to increase or decrease the quantity of any item or portion of the Work or to delete any item or portion of the Work, as may be deemed by the District Representative to be necessary or advisable, and to require such extra work as may be determined by the District Representative to be required for the proper completion or construction of the Work. Any changes will be set forth in a contract Change Order which will specify, in addition to the work to be done in connection with the change made, adjustment of the Contract Time, if any, and the basis of compensation for such work. A contract Change Order will not become effective until approved by the District Representative and the Board. The Contractor shall proceed with the additional work upon receipt of an approved contract Change Order. If the Contractor disagrees with any of the terms or conditions of an approved contract Change Order which he has not executed, he shall submit a written protest to the District Representative within 5 days after receipt of such approved contract Change Order. The protest shall state the points of disagreement. If a written protest is not submitted, payment will be made in the manner provided in the approved contract Change Order and such payment shall constitute full compensation for all work included therein or required thereby. If the Contractor signifies his acceptance of the terms and conditions of such contract Change Order by executing such document and if such Change Order is approved by the District Representative and the Board and issued to the Contractor, payment in accordance with the provisions therein set forth shall constitute full compensation for all work included therein or required thereby. Contractor understands and agrees that any labor, equipment, materials, and/or services furnished to the Project will be deemed to be included within the original Work and that Contractor will receive no additional compensation or additional Contract Time absent a Change Order. Oral directives for changes in the Work that are not accompanied by a Change Order are not compensable.

2.05. Control of Work.

The Contractor shall be responsible for the Work, including the quality or acceptability of materials furnished and work performed, the manner of performance, the rate of progress of the Work, and the scheduling of trades. The District Representative shall have authority to enforce and make effective such decisions and orders which the Contractor fails to carry out promptly. The Contractor

shall designate in writing before starting the Work an authorized representative who shall have the authority to represent and act for the Contractor. The District Representative shall at all times have safe access to the Work during construction and shall be furnished with every reasonable facility for ascertaining that the materials and workmanship are in accordance with the requirements of the Contract Documents. All Work done and all materials furnished shall be subject to the District Representative's inspection. The inspection of the Work or materials shall not relieve the Contractor of any of his obligations under the Contract Documents. Any portion of the Work which has been rejected shall be remedied, removed or replaced by the Contractor in an acceptable manner and no compensation will be allowed for such removable, replacement or remedial work. Unauthorized work shall be remedied, removed or replaced by the Contractor at its sole expense.

2.06. Subcontractors.

If any subcontractor or person employed by the Contractor shall appear to the District Representative to be incompetent or to act in a disorderly, unreasonable, or improper manner, the subcontractor shall be discharged by the Contractor on the request of the District Representative and such person shall not again be employed on the Project to perform any portion of the Work. No subcontractor will be recognized as such, and all persons engaged in construction of the Work will be considered employees of the Contractor and the Contractor will be held responsible for their Work. The Contractor shall perform with his own organization contract work amounting to not less than 50% of the original Contract Price. Where an entire item is subcontracted, the value of the work subcontracted will be based on the contract item bid price determined by the District Representative on the basis of information submitted by the Contractor. Before work is started on a subcontract, the Contractor shall file with the District Representative a written statement showing the portion of the Work to be subcontracted, the names of the subcontractors, the contractor's license numbers of the subcontractors, and the description of each portion of the Work to be so subcontracted.

2.07. Beginning of Work.

The Contractor shall begin work within 5 days after receiving notice that this Agreement has been executed by the District and shall diligently prosecute the same to completion within the Contract Time. The Contractor shall notify the District Representative in writing of his intent to begin work at least 24 hours before work has begun. Time is of the essence hereof. Determination that a Day is a non-working Day by reason of inclement weather or conditions resulting therefrom shall be made by the District Representative subject to the right of the Contractor to file written protest within 5 days of the Contractor's receipt of such determination.

2.08. Progress Schedule.

The Contractor shall submit to the District Representative a construction schedule at the same time the Contractor delivers his notice of intent to begin work. The schedule shall show the order in which the Contractor proposes to carry out the trades performing the Work, the dates on which he will start each trade to perform the

Work and the contemplated dates for completing each trade. The construction schedule submitted shall be consistent in all respect with the time and order of work requirements of the Contract Documents. No progress payments will be made for any work until a satisfactory schedule has been submitted to the District Representative.

2.09. Temporary Suspension of Work.

The District Representative shall have the authority to suspend the Work, wholly or in part, for such period as he may deem necessary or convenient. The Contractor shall immediately comply with a written order of the District Representative to suspend the Work wholly or in part. The suspended work shall be resumed when ordered or approved in writing by the District Representative. The Days during which a suspension is in effect shall not be considered a Day for purposes of section 2.07 hereof; however, if a suspension of Work is ordered by the District Representative on account of the failure of the Contractor to carry out orders given or to perform any provisions of the Contract Documents, the Days during which a suspension order is in effect shall be considered Days for purposes of determining timely performance under section 2.07 hereof. Contractor is not entitled to additional compensation as a result of a suspension of the Work, but may be allowed additional Contract Time as set forth herein.

2.10. Liquidated Damages.

If the Work is not finished or completed within the Contract Time, damage will be sustained by the District, the actual amount of which will be impracticable and extremely difficult to ascertain and determine as a result of such delay. Accordingly, in the event of delay, the Contractor shall pay to the District damages in an amount equal to the Liquidated Damages Rate multiplied by the number of Days delay in finishing the Work in excess of the Contract Time. The District may deduct the amount of such damages from any monies due or that may become due the Contractor under this Agreement. The Contractor will be granted an extension of time and will not be assessed liquidated damages for any portion of the delay and completion of the Work beyond the Contract Time where the delay is caused by acts of God or the public enemy, fire, floods, tidal waves, earthquakes, epidemics, quarantine, restrictions, strikes, labor disputes and freight embargoes provided that the Contractor notifies the District Representative in writing of the causes of delay within 5 days from the beginning of any such delay. If the Contractor is delayed by reason of any changes ordered under section 2.04 hereof or by any act of the District Representative or District not contemplated hereunder, an extension of time commensurate with such delay will be granted and the Contractor shall be relieved from any claim for liquidated damages for the period covered by such extension of time provided that the Contractor notifies the District Representative in writing of the causes of delay within 5 days from the beginning of such delay.

2.11. Termination of Agreement for Cause.

If the Contractor fails to commence the Work within the time specified herein, or fails to prosecute the Work diligently or to make necessary progress to complete the Work in a timely manner, or fails to replace or repair any damage or

defective work or materials, or fails in any respect to perform the Work in a good and timely manner, the District may serve written notice to the Contractor and its surety of the District's intention to terminate this Agreement. Such notice shall contain the reasons for termination. If the Contractor does not remedy the deficiencies in the Contractor's performance specified in the notice to the satisfaction of the Engineer within five days of receipt of such notice, this Agreement shall be terminated and the District may take over the Work and prosecute the same to completion by contract or otherwise and may take possession and utilize such materials, appliances and plant as may be on the site of the Work and necessary therefor. The Contractor shall be liable for all damage and expense, including attorney's fees, sustained or incurred by the District by reason of such default in completing the Work.

2.12. Termination of Agreement for Convenience.

District may terminate this Agreement for convenience, and without cause, should the District determine that it is in its best interests to do so. In the event that the District terminates the Agreement, Contractor's sole remedy shall be recovery of the actual costs incurred to date for labor, equipment, materials, and services, plus ten (10) percent for profit and overhead.

ARTICLE III. CONTRACT PRICE AND PAYMENT

3.00. Contract Price.

In consideration of the conditions, covenants and promises to be kept and performed by the Contractor and for the faithful performance of this Agreement, the Contractor shall receive and accept the Contract Price as full compensation therefor and for all loss or damage arising out of the nature of the Work, the action of the elements or for any unforeseen contingencies or difficulties encountered in prosecution of the Work.

3.01. Notice of Potential Claim.

The Contractor shall not be entitled to the payment of any additional compensation for any act or failure to act by the District Representative or the District, including failure or refusal to issue a Change Order, or for the happening of any event, thing, occurrence or other cause unless the Contractor shall have given the District Representative due written notice of a potential claim as hereinafter provided, except that compliance with this section shall not be a prerequisite as to matters within the scope of the protest provisions of section 2.04 hereof, section 2.07 hereof, or section 2.10 hereof. The written notice of potential claims shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the cost involved, and, insofar as possible, the amount of the potential claim. Such notice must have been given to the District Representative prior to the time that the Contractor shall have performed the Work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the District Representative or the District, or in all other cases, within 15 days after the happening of the event, thing, occurrence, or other cause giving rise to the potential claim. It is

the intention of this section that differences between the District and the Contractor arising under and by virtue of this Agreement be brought to the attention of the District Representative at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing, or occurrence for which no written notice of potential claim was filed.

3.02. Stop Notices.

The District may at its option at any time retain out of any amounts due the Contractor sums sufficient to cover claims filed pursuant to law.

3.03. Partial Payments.

Following final inspection of the Work by the District Representative and certification to the Board by the District Representative that the Work has been completed in accordance with the Contract Documents, the District shall pay the Contractor 95% of the Contract Price and the District shall retain 5% of the Contract Price until 35 days after recordation by the District of a notice of completion and receipt of conditional waivers and releases upon final payment executed by all subcontractors and suppliers of materials. If the Contract Time exceeds 60 days, the District shall make partial payments to the Contractor by the 25th day of each month for 95% of all work performed by the Contractor during the preceding month. Subject to Public Contract Code section 9203, the District may elect to pay more than 95% of the amount of any progress estimate upon recommendation of the District Representative but such payment shall not constitute a waiver of the District's right to retain 5% of subsequent progress payments. At the request and expense of the Contractor and pursuant to Public Contract Code section 22300, securities equivalent to any amount withheld by the District to ensure the Contractor's performance under the Agreement shall be deposited with the District as substitute security, or, at the Contractor's request, with a state or federally chartered bank in California as the escrow agent. Escrow instructions shall conform to the requirements of Public Contract Code section 22300.

3.04. Final Claims, Mediation and Arbitration.

If Article 1.5 applies, any "claim" as defined in Public Contract Code section 20104 shall be filed with the District in writing not later than 35 days after recordation of the notice of completion. Any claim shall include all documents necessary to substantiate the claim. The filing of a notice of potential claim under section 3.01 hereof shall be a condition precedent to filing a final claim under this section. The District shall respond to any final claim of the Contractor as provided in Public Contract Code section 20104.2. If such claim is not resolved, such claim shall be mediated and arbitrated pursuant to Public Contracts Code sections 20104.2 through 20104.6.

ARTICLE IV. LEGAL RELATIONS AND RESPONSIBILITY

4.00. Observance of All Laws.

The Contractor shall keep itself fully informed of all existing and future state, federal, county, municipal and local governmental laws, ordinances and regulations which in any manner affect those engaged or employed in the Work, or the materials used in the Work, or which in any way affect the conduct of the Work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the Work. The Contractor at all times shall observe and comply with and shall cause all its agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees and shall protect and indemnify the District and all officers and employees thereof connected with the Work, including but not limited to the District Representative, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees. If any discrepancy or inconsistency is discovered in the Contract Documents in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report same in writing to the District Representative.

4.01. Business and Professions Code Requirements.

The Contractor's attention is directed to the provisions of Business and Professions Code section 7028.15 concerning the licensing of contractors. All bidders and contractors shall be licensed in accordance with the laws of the State of California and any bidder or contractor not so licensed is subject to the penalties imposed by such laws.

4.02. Civil Code Requirements.

If the Contract Price exceeds \$25,000, the Contractor concurrently with the execution and delivery of this Agreement shall deliver to the District a payment bond meeting all the requirements of Civil Code sections 3247 and 3248.

4.03. Labor Code Requirements.

The Contractor's attention is directed to the following requirements of the Labor Code:

(a) Hours of Labor. Eight hours labor constitutes a legal day's work. The Contractor shall forfeit, as a penalty to the District, \$25 for each workman employed in the execution of the Work by the Contractor or any subcontractor under it for each Day during which such workman is required or permitted to work more than eight hours in any one Day and 40 hours in any one calendar week in violation of the provisions of the Labor Code, and, in particular, sections 1810 to 1815 thereof, inclusive, except that work performed in excess of eight hours per Day and 40 hours during any one week shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than

one and a half times the basic rate of pay, as provided in Labor Code section 1815.

(b) Prevailing Wages. Pursuant to the provisions of Labor Code section 1773, the District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate of holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to execute the Work. Copies of the prevailing rate of per diem wages are on file at the District's principal office and shall be made available to any interested party on request. The Contractor shall cause a copy of the Director's determination of the prevailing rate of per diem wages to be posted at a prominent place at the site of the Work. The District will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid and will not under any circumstances be considered as the basis of a claim against the District. The Contractor shall comply with Labor Code sections 1774 and 1775. In accordance with Labor Code section 1775, the Contractor shall forfeit as a penalty to the District not more than \$50 for each Day or portion thereof for each worker paid less than the prevailing rates as determined by the Director for the Work or craft in which the worker is employed for any Work or by any subcontractor under the Contractor. The amount of this penalty shall be determined by the Director based on the factors set forth in section 1775. In addition to such penalty, the difference between such prevailing wage rates and the amount paid to each workman for each Day or portion thereof for which each workman was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

(c) Payroll Records. The Contractor's attention is directed to the provisions of Labor Code section 1776, a portion of which reads as follows:

"(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true

and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

"(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

"(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

"(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after

receipt of a written request.

"(e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee of unpaid wages and may award the joint labor management committee reasonable attorney's fees and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.

"(f) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

"(g) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section."

The Contractor shall be responsible for seeing that his subcontractors comply with these provisions. The penalties specified in Labor Code section 1776 for noncompliance therewith may be deducted by the District from any monies due or which may become due to the Contractor. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or his agent under penalty of perjury indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by this agreement. The Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. The Contractor and each subcontractor shall preserve their payroll records for a period of three years from the date of completion of this Agreement.

(d) No Discrimination. The Contractor's attention is directed to the provisions of Labor Code section 1735 which reads as follows:

"A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all penalties imposed for a violation of this chapter."

(e) Apprentices. The Contractor's attention is directed to the provisions of Labor Code section 1777.5 concerning the employment of apprentices upon public works. The Contractor shall be responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations with the Contractor.

(f) Workers' Compensation. The Contractor, by execution of this Agreement, hereby complies with Labor Code section 1861 by certifying as follows:

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

(g) Trench Safety. The Contractor's attention is directed to the provisions of Labor Code section 6705 concerning trench excavation safety plans. Labor Code section 6705 provides in relevant part:

"No contract for public works involving an estimated expenditure in excess of twenty-five thousand dollars

(\$25,000), for the excavation of any trench or trenches five feet or more in depth, shall be awarded unless it contains a clause requiring submission by the contractor and acceptance by the awarding body or by a registered civil or structural engineer, employed by the awarding body, to whom authority to accept has been delegated, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

"Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders."

(h) Registration. The Contractor's attention is directed to Labor Code section 1725.5 regarding the registration with the Department of Industrial Relations of all contractors and subcontractors performing work on any public works project. Labor Code section 1725.5 provides, in relevant part:

A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by [Labor Code] Section 1722.1.

4.04. Public Contract Code Requirements.

(a) Trenches or other excavations. If any portion of the Work involves digging trenches or other excavations that extend deeper than four feet beneath the surface, the Contractor's attention is directed to the provisions of Public Contract Code section 7104 which requires the following clause be inserted in this Agreement:

"(a) That the contractor shall promptly, and before the following conditions are disturbed, notify the local public entity, in writing, of any:

(1) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in

accordance with provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

“(b) That the local public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor’s cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

“(c) That in the event that a dispute arises between the local public entity and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor’s cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.”

(b) NonCollusion Affidavit. If the Contractor has submitted a bid for the performance of the Work, the Contractor shall submit an affidavit to the District.

(c) Notification of Receipt of Third Party Claims. The District shall give the Contractor timely notice of the District’s receipt of any third party claim relating to this Agreement. The Contractor shall reimburse the District pursuant to Public Contract Code section 9201(c) for the reasonable costs incurred by the District in providing the notification required by this subsection 4.04(c).

4.05. Payment of Taxes, Permits and Licenses.

The Contract Price shall include full compensation to the Contractor for all taxes, permits, licenses and other fees which the Contractor is required to pay in order to perform the Work.

4.06. Responsibility for Damage.

The District and all its officers and employees thereof connected with the Work, including but not limited to the District Representative , shall not be answerable, responsible or accountable in any manner for any loss or damage that may happen to the Work or any part thereof, for any loss or damage to any of the materials or other things used or employed in performing the Work, for injury to or death of any person, either workmen or the public, or for damage to property from any cause which might have been prevented by the Contractor, its workmen or anyone employed by the Contractor. The Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person, including but not limited to workmen, and the public, or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the Work or at any time before its completion and final acceptance. The Contractor shall indemnify and save the District harmless and all its officers and employees thereof connected with the Work, including, but not limited to the District Representative, from all claims, suits or actions of every name, kind and description, brought forth, or on account of, injuries to or death of any person, including but not limited to workmen and the public, or damage to property resulting from the performance of this agreement, except as otherwise provided by law. The duty of the Contractor to indemnify and save harmless includes the duties to defend as set forth in Civil Code section 2778. In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of this agreement as shall be considered necessary by the District may be retained by the District until disposition has been made of such suits or claims for damages. The Contractor shall indemnify and hold harmless the District, its officers and employees from any and all claims, suits or actions regardless of the existence or degree of fault or negligence on the part of the District, the Contractor, the subcontractors or employees of any of these, other than the active negligence of the District, its officers and employees.

4.07. Contractor's Responsibility for the Work.

Until final acceptance of the Work by the District, the Contractor shall have the charge and care of the Work and of materials to be used therein and shall bear the risk of injury, loss, or damage to any part thereof by the action of the elements or from any other cause, whether arising from execution or from the non-execution of the Work. The Contractor shall rebuild, repair, restore and make good all injuries, losses or damages to any portion of the Work or the materials occasioned by any cause before its completion and acceptance and shall bear the expense thereof. When the District Representative has made his final inspection and the District has determined that the Work has been completed in all respects in accordance with the Contract Documents, the Board shall formally accept the Work and immediately upon and after such acceptance the Contractor will be relieved of the duty of maintaining and protecting the Work as a whole.

4.08. Guarantee.

The Contractor unconditionally guarantees all materials and workmanship furnished from any defect appearing within two years after recordation of the notice of completion. The Contractor shall replace at his expense to the satisfaction of the District Representative and the District any and all materials and

workmanship discovered to be defective within such period.

ARTICLE V.
MISCELLANEOUS PROVISIONS

5.00. Insurance.

Concurrently with the execution and delivery of this Agreement, the Contractor shall deliver to the District a certificate of insurance with a company acceptable to the District certifying that the Contractor and the District are insured under insurance policies of the following described types and minimum amounts insuring the Contractor, the District, its officers and employees and the District Representative, from all claims of personal injury or property damage arising out of or related directly or indirectly to the Work:

(a) Workers' Compensation Insurance as prescribed by law and Employers' Liability Insurance with an initial limit of liability of not less than \$1,000,000 combined single limit per occurrence. This insurance must contain a waiver of subrogation against the District, its officers, directors, successors, and assigns, and each of them.

(b) Comprehensive or Commercial General Liability Insurance for bodily injury and property damage. The policy must insure the District, its officers, employees, and agents, while acting within the scope of their duties on the Work, against all claims arising out of or in connection with the Work; and must name the District, its officers, directors, and employees, and each of them, as additional insureds. The Contractor may file insurance acceptable to the District covering more than one project. Coverage A (General Liability) of the policy must provide the following minimum limits:

General Aggregate	\$5,000,000
Products-Completed Operations	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

This policy must be written on an "Occurrence" form and shall include an endorsement amending the General Aggregate Limit to apply to each project, ISO Form CG 25 03 (11 85) or its equivalent.

(c) Automobile Bodily Injury and Property Damage Liability Insurance covering owned, non-owned, and hired automobiles, with an initial limit of liability of not less than \$5,000,000 combined single limit per occurrence. The certificate for this insurance must indicate coverage for "Any Auto."

The Contractor shall pay for and maintain in full force and effect all of these policies of insurance for the duration of this Agreement. All insurance policies must bear an endorsement or have attached a rider providing that, in the event of expiration, proposed cancellation or material change of such policy for any reason

whatsoever, the District will be notified by mail not less than 30 days before expiration, cancellation or material change is effective.

The insurance certificate for each policy of insurance required under this section must state the A M Best Rating of the carrier, which must be no less than A-.

5.01. Notices.

Any notice, request, tender, demand, delivery, approval or other communication provided for, required or arising under this Agreement shall be in writing and are deemed to have been duly given, made or delivered: (i) when delivered in person, by e-mail, or facsimile, with receipt confirmed, (ii) three (3) business days after deposited in the United States mail, first class postage prepaid, or (iii) in the case of overnight courier services, one (1) business day after delivery to the overnight courier service with payment provided, addressed to the District at the District's Address or the Contractor at the Contractor's Address, as the case may be, or at such address or addresses of which such party may give notice in accordance with the provisions of this section.

5.02. Assignment.

The Contractor shall not assign this Agreement in whole or in part, and any such assignment shall be null and void and shall constitute at the District's election a material breach by the Contractor of this Agreement.

5.03. Entire Agreement.

This Agreement supersedes any and all other agreements, either oral or in writing, between the District and the Contractor with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to such matter, and the District and the Contractor hereby acknowledge that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

IN WITNESS WHEREOF, the District and the Contractor have caused this Agreement to be executed as of the Effective Date.

WEST KERN WATER DISTRICT

By _____
Scott D. Niblett, President
Board of Directors

“District”

By _____

By _____

“Contractor”

CONTRACT EXECUTION AND ADMINISTRATION FORMS

Performance Bond FAITHFUL PERFORMANCE BOND

Bond. No. _____

Premium No. _____

WHEREAS, the West Kern Water District and _____, designated as the "Principal," have entered into a Contract under which Principal agrees to install and complete certain designated public improvements. That Contract, dated _____, and identified as **"25 Hill Tank No. 2 Rehabilitation Project - Scope A Removal of Coating and Ultrasonic Thickness Testing Preparation, Job 26-3200"**, is hereby incorporated by reference as if fully copied and set forth in this Contract.

WHEREAS, Principal is required under said Contract dated _____, to furnish a bond for the faithful performance of that Contract.

NOW, THEREFORE, we, the Principal and _____ as surety, are held and firmly bound unto the West Kern Water District in the penal sum of _____ **Dollars (\$_____)**, said sum being not less than 100% of the total amount payable by West Kern Water District under said Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above-bounded Principal, _____ [his *or* her *or* its] heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the Contract and any alteration of the Contract made according to its terms, on _____ [his *or* her *or* their] part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless West Kern Water District], its officers, agents, and employees, as stipulated in the Contract dated _____, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees,

incurred by West Kern Water District in successfully enforcing that obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying that work shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and surety, on _____.

Principal

[Seal]

Address

Surety

[Seal]

Address

STATE OF _____)
 _____) ss.
 COUNTY OF _____)

On this ____ day of _____, in the year ____, before me, _____, a Notary Public in the foresaid state, personally appeared _____, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of the _____ (Surety) and acknowledged to me that he subscribed the name of the _____ (Surety) thereto and his own name as Attorney-in-Fact.

Notary Public in and for said
State of _____

My commission expires_____

NOTE: A copy of the power of attorney to local representative of the bonding company may be attached hereto.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as principal to the within bond; that _____ who signed the said bond on behalf of the principal was then _____ of said corporations; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing Board.

(Corporate Seal)

CONTRACT EXECUTION AND ADMINISTRATION FORMS

Public Work Payment Bond PAYMENT BOND FOR PUBLIC WORKS

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the West Kern Water District, and _____
_____ (hereafter designated as "Principal") have entered into a written agreement, dated _____, for the furnishing of all materials, labor, services and transportation, necessary, convenient, and proper to perform the work described as **"25 Hill Tank No. 2 Rehabilitation Project - Scope A Removal of Coating and Ultrasonic Thickness Testing Preparation, Job 26-3200"**, which Contract, and all of the Contract Documents attached to or forming a part of that Contract, are hereby referred incorporated by reference;

WHEREAS, the Principal is required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a bond in connection with the contract;

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the West Kern Water District under the above statutory obligations in the penal sum of _____
Dollars (\$_____), said sum being not less than 100% of the total amount payable by West Kern Water District under said Contract, lawful money of the United States of America for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, the Principal's heirs, executors, administrators, successors or assigns, or subcontractors, fails to pay any of the persons named in Civil Code Section 3181, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and the Contractor's subcontractors pursuant to Unemployment Insurance Code Section 13020, with respect to this work and labor, that the Surety will pay for the work and labor, otherwise the above obligation shall be void. If suit is brought on this bond, the Surety will pay a reasonable attorneys' fee to be fixed by the Court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 to give a right of action to these persons or their assigns in any suit brought on this bond. It is further stipulated and agreed that the

Surety on this bond shall not be exonerated or released from the obligation of this bond by any of the following: (1) any change, extension of time for performance, addition, alteration, or modification affecting any contract, plans, specifications, or agreement pertaining or relating to any scheme or improvement work described above or pertaining to or relating to the furnishing of labor, materials, or equipment therefore; (2) any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or improvement work described above; (3) by any rescission or attempted rescission of the contract, agreement, or bond; (4) any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; or (5) any fraud by any person other than the claimant seeking to recover on the bond. This bond shall be construed most strongly against the Surety and in favor of all persons for whose benefit this bond is given, and under no circumstances shall the Surety be released from liability to those for whose benefit this bond has been given, by reason of any breach of contract between the owner or Public Entity and original contractor or on the part of any obligee named in this bond. The sole conditions of recovery shall be that the claimant is a person described in Civil Code Section 3110 or 3112, and has not been paid the full amount of his or her claim. The Surety hereby waive notice of any change, extension of time, addition, alteration, or modification herein mentioned.

IN WITNESS WHEREOF two identical counterparts of this instrument, each of which shall for all purposes be deemed an original, have been duly executed by the above Principal and Surety on _____.

Principal

[Seal]

Address

Surety

[Seal]

Address

STATE OF _____)
_____) ss.
COUNTY OF _____)

On this ___ day of _____, in the year ___, before me, _____, a Notary Public in the for said state, personally appeared _____, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of the _____ (Surety) and acknowledged to me that he subscribed the name of the _____ (Surety) thereto and his own name as Attorney-in-Fact.

Notary Public in and for said
State of _____

My commission expires _____

NOTE: A copy of the power of attorney to local representative of the bonding company may be attached hereto.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as principal to the within bond; that _____ Who signed the said bond on behalf of the principal was then _____ Of said corporations; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing Board.

_____ (Corporate Seal)

ESCROW AGREEMENT FOR SECURITY DEPOSITS

IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between West Kern Water District, whose address is 800 Kern Street, Taft, California, hereinafter called "District," _____, whose address is _____, hereinafter called "Contractor," and _____, whose address is _____, hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the District, Contractor and Escrow Agent agree as follows:

- (1) Pursuant to section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by District pursuant to the Construction Contract entered into between the District and the Contractor for in the amount of \$_____, dated_____, (hereinafter referred to as the "Contract"). When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the District within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the District and Contractor. Securities shall be held in the name of _____, and shall designate the contractor as the beneficial owner.
- (2) The District shall make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
- (3) Alternatively, the District may make payments directly to Escrow Agent in the amount of retention for the benefit of the District until such time as the escrow created hereunder is terminated.
- (4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the escrow account. These expenses and payment terms shall be determined by the Contractor and the Escrow Agent.
- (5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the District.

- (6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from District to the Escrow Agent that District consents to the withdrawal of the amount sought to be withdrawn by Contractor.
- (7) The District shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the District of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the District.
- (8) Upon receipt of written notification from the District certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Accounts. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.
- (9) Escrow Agent shall rely on the written notifications from the District and the Contractor pursuant to sections (4) to (6), inclusive, of this agreement and the District and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest set forth above.
- (10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the District and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

(a) On Behalf of District:

Title: _____
Name: _____
Signature: _____
Address: 800 Kern Street
Taft, California 93268

(b) On Behalf of Contractor:

Title: _____
Name: _____
Signature: _____
Address: _____

(c) On Behalf of Escrow Agent:

Title: _____
Name: _____
Signature: _____

Address: _____

At the time the Escrow Account is opened, the District and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper offices on the date first set forth above.

"DISTRICT"

WEST KERN WATER DISTRICT

By _____
Greg A. Hammett, P.G.,
General Manager

By _____
Scott Niblett
President, Board of Directors

"CONTRACTOR"

By _____

By _____

"ESCROW AGENT"

By _____

By _____

CONTRACT CHANGE ORDER NO.

TO CONTRACT _____, Dated _____.

BY AND BETWEEN _____ (OWNER),

AND _____ (CONTRACTOR),

ORIGINAL CONTRACT AMOUNT: \$ _____

Previous Change Orders (Total \$): \$ _____

Revised Contract Amount (Per Previous Change Orders): \$ _____

CONTRACTOR is hereby directed to make the following change(s) in Contract Work:

ITEM NO.	DESCRIPTION OF CHANGE	CHANGE AMOUNT \$ Increase (\$ Decrease)
Total Increase in Contract Amount		\$ _____
Total Decrease in Contract Amount		(\$ _____)
Adjusted Contract Amount		\$ _____

By reason of this change order, time of project completion shall be adjusted as follows:

Calendar Days: _____ Adjusted Contract Completion Date: _____

All provisions of the Contract shall apply hereto, and shall become effective when fully executed (signed and dated) by both parties.

Recommended by _____ Date: _____

Project Manager

Accepted by _____ Date: _____

Contractor

Approved by _____ Date: _____

Owner

Remarks _____

Change-1

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

COMPANIES AFFORDING COVERAGE

COMPANY

A

ABC INSURANCE COMPANY

COMPANY

B

XYZ INSURANCE COMPANY

COMPANY

C

COMPANY

D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS					
A	GENERAL LIABILITY	XXXXXXXXXXXX	xx/xx/xx	xx/xx/xx	GENERAL AGGREGATE	\$5,000,000				
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS COMP/OP AGG	\$1,000,000				
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$1,000,000				
	<input type="checkbox"/> OWNER'S & CONT PROT				EACH OCCURRENCE	\$1,000,000				
	<input type="checkbox"/>				FIRE DAMAGE (Any one fire)	\$				
	<input type="checkbox"/>				MCD EXP (Any one person)	\$				
	<input type="checkbox"/>									
	<input type="checkbox"/>				COMBINED SINGLE LIMIT	\$5,000,000				
	A				AUTOMOBILE LIABILITY	XXXXXXXXXXXX	xx/xx/xx	xx/xx/xx		
					<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
<input type="checkbox"/> ALL OWNED AUTOS										
<input type="checkbox"/> SCHEDULED AUTOS		BODILY INJURY (Per accident)	\$							
<input type="checkbox"/> HIRED AUTOS										
<input type="checkbox"/> NON OWNED AUTOS										
<input type="checkbox"/>										
<input type="checkbox"/>		PROPERTY DAMAGE	\$							
		GARAGE LIABILITY								
		<input type="checkbox"/> ANY AUTO							AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/>	OTHER THAN AUTO ONLY:				\$				
	<input type="checkbox"/>	EACH ACCIDENT				\$				
		AGGREGATE				\$				
	EXCESS LIABILITY									
	<input type="checkbox"/> UMBRELLA FORM	EACH OCCURRENCE				\$				
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM	AGGREGATE				\$				
	B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				XXXXXXXXXXXX	xx/xx/xx	xx/xx/xx	<input checked="" type="checkbox"/> STATUTORY LIMITS	
		EACH ACCIDENT							\$1,000,000	
DISEASE-POLICY LIMIT		\$1,000,000								
DISEASE - EACH EMPLOYEE		\$1,000,000								
	THE PROPRIETOR/ <input type="checkbox"/> INCL									
	PARTNERS/EXECUTIVE									
	OFFICERS ARE: <input type="checkbox"/> EXCL									

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

NAME OF PROJECT _____
 COMPANY(IES) HAVE AN A M BEST RATING OF _____.
 COMPANY B'S POLICY IS ENDORSED PROVIDING A WAIVER OF SUBROGATION PER FORM ATTACHED.
 THE GENERAL LIABILITY POLICY IS ENDORSED WITH ISO FORM CG 25 03 (11 85) AND ADD'L INS. FORM
 ATTACHED.

CANCELLATION

CERTIFICATE HOLDER

West Kern Water District
P. O. Box 1105
Taft, CA 93268

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

**NOTICE OF AWARD
WEST KERN WATER DISTRICT**

TO:

PROJECT TITLE:

The District has considered the bid submitted by you for the above-described work in response to its Notice Inviting Bids dated _____, in accordance with the BIDDING PROVISIONS.

You are hereby notified that your bid has been accepted in the total base bid amount of \$_____, based on the following schedules and bid items:

You are required under the terms of the BIDDING PROVISIONS to execute the agreement and furnish the required bonds and certification of insurance within 10 calendar days from the date of this Notice to you.

If you fail to execute said Agreement and furnish said bonds and certification of insurance within 10 days from the date of this Notice, District will be entitled to consider all of your rights arising out of the District's acceptance of your bid to be abandoned and as a forfeiture of your Bid Bond. The District will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notification to the District.

Dated this _____ day of _____, 202__.

By: _____
Greg A. Hammett, P.G.

Title: General Manager

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notification is hereby acknowledged by Contractor this day of _____, 202__.

(Name of Contractor)

By: _____

Title: _____

NOTICE TO PROCEED
WEST KERN WATER DISTRICT

TO: _____

PROJECT TITLE: _____

You are hereby notified to commence work on subject contract on or before _____, 202__, and that you shall fully complete all of the work of said contract within _____working days thereafter. Your completion date is therefore _____, 202__.

The contract provides for an assessment of the sum of \$500.00 as liquidated damages for each consecutive **calendar** day after the above established contract completion date that the work remains incomplete.

Dated this _____ day of _____, 202__.

By: _____
Greg A. Hammett, P.G.

Title: General Manager

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged.

By Contractor _____ this _____ day of _____, 202__.

By: _____

Title: _____

FIELD MEMORANDUM
WEST KERN WATER DISTRICT

Job No. _____

TO: _____

PROJECT: _____

DESCRIPTION OF MEMORANDUM:

THIS FIELD MEMORANDUM does _____ does not _____ constitute a change which should result in a change in CONTRACT PRICE or TIME, or both. (If a CHANGE ORDER is required, describe price and time consideration.)

If a CHANGE ORDER is requested, this document shall constitute written notification thereof.

By: _____

Received: _____

Title

Date

Title

Date

SAFETY NOTIFICATION ADVISORY FORM

WEST KERN WATER DISTRICT

TO: _____

PROJECT TITLE: _____

LOCATION OF WORK REQUIRING NOTIFICATION: _____

IDENTIFICATION OF PROBABLE OR SUSPECTED UNSAFE CONDITIONS (REFER TO CONTRACT DOCUMENTS – ATTACH CONTINUATION PAGE IF NECESSARY):

You are required to return an acknowledged copy of this Notification to the District.

Dated this _____ day of _____, 202___. Time of Day: _____

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notification is hereby acknowledged.

By Contractor _____ this _____ day of _____,
202__.

By: _____

Title: _____

SAFETY STOP WORK ADVISORY FORM

WEST KERN WATER DISTRICT

TO: _____

PROJECT TITLE: _____

LOCATION OF WORK REQUIRING NOTIFICATION: _____

IN ACCORDANCE WITH CONTRACT DOCUMENTS, YOU ARE REQUIRED
TO VOLUNTARILY STOP WORK UNTIL THE FOLLOWING DESCRIBED PROBABLE OR
SUSPECTED SAFETY MATTER IS RESOLVED:

You are required to return an acknowledged copy of this Notification to the District.

Dated this _____ day of _____, 202___. Time of Day: _____

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notification is hereby acknowledged.

By Contractor _____ this _____ day of _____,
202__.

By: _____

Title: _____

NOTICE OF SUSPENSION OR RESUMPTION OF WORK

WEST KERN WATER DISTRICT

TO: _____

PROJECT TITLE: _____

LOCATION OF WORK REQUIRING NOTIFICATION: _____

You are hereby notified to suspend operations on subject project because of:

effective on _____, 202__, at ____ am/pm, until further notice.

RESUMPTION:

You are hereby notified that, since the conditions causing suspension of work on the above project no longer exist, you are to resume operations, effective on _____, 202__ at ____ am/pm.

By: _____

Title: _____

RELEASE FORM
WEST KERN WATER DISTRICT

CONTRACTOR: _____

PROJECT TITLE: _____

In consideration of final payment of undisputed contract amounts relating to the above-referenced project, Contractor hereby releases District from any and all claims and liability for payment on the project except for the work and the amount set forth below:

<u>Description of Work</u>	<u>Amount</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

CONTRACTOR

By: _____

Title: _____

**PARTIAL PAYMENT REQUESTS
CONTRACT DOCUMENTS FOR**

Partial Payment Request No.

Date: _____
Page: _____
Contractor: _____
Job No.: _____

<u>Bid Item No. or Change Order No.</u>	<u>Sub-Item No.</u>	<u>Description</u>	<u>Contract Amount</u>	<u>This Month</u>		<u>Job Total</u>	
				<u>Percent Complete</u>	<u>Amount Complete</u>	<u>Present Complete</u>	<u>Amount Complete</u>
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____

Engineer's Estimate

We have examined this Payment Request and approve it for payment, subject to the noted changes and/or corrections.

By: _____
West Kern Water District

Total Complete = _____
Less 5% Retention = _____
Balance = _____
Less Previous Payments = _____

TOTAL DUE _____

PART 3

GENERAL CONTRACT CONDITIONS AND REQUIREMENTS

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GENERAL CONTRACT CONDITIONS AND REQUIREMENTS

1. TERMS, DEFINITIONS AND ABBREVIATIONS

1.1 TERMS.

Unless otherwise stated, the words "directed," "required," "permitted," "ordered," "instructed," "designated," "considered necessary," "prescribed," "approved," "acceptable," "satisfactory," or words of like meaning, refer to actions, expressions and prerogatives of the District's Engineer or other authorized representative filling the Engineer's authority position. Working titles having a masculine gender, such as "workman" and "flagman" and the pronoun "he" are utilized for the sake of brevity, and are intended to refer to persons of either sex.

1.2 DEFINITIONS.

Acceptance - The formal written acceptance of the work by the District or its authorized representative.

Addendum - Written or graphic instrument issued by the District prior to the opening of Bids which clarifies, corrects or changes the bidding or the Contract Documents. The term "addendum" shall include bulletins and all other types of written notices issued to potential bidders prior to opening of bids.

Agency - See "District."

Agreement - See "Contract."

Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work.

Bidder - Any individual, firm, partnership, corporation or combination thereof, submitting a Bid for the Work, acting directly or through a duly authorized representative.

Bid Guarantee - The cash, certified check or Bidder's surety bond accompanying the Bid as a guarantee that the Bidder will enter into a Contract with the District for the performance of the Work.

Board or Board of Directors - The officer or body constituting the contracting authority of the District.

Bond - Bid, performance and payment bond, or other instrument of security.

Change Order - A signed written order to the Contractor on the prescribed form authorized by the Board, directing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the contract time issued after the effective date of the Contract. A Change Order may or may not also be signed by the Contractor.

Code - The terms Government Code, Labor Code, etc., refer to codes of the State of California.

Contract - The word "Contract" shall mean and include all of the "Contract Documents." Evidence of Contract shall be the executed written form of the Contract Agreement, entered

into by the District and the Contractor for the performance of the Work, incorporating therein all of the Contract Documents.

Contract Documents - Including, but not limited to the following outlined documents:

BIDDING PROVISIONS, including Notice Inviting Bids, Instructions to Bidders, Bid Proposal and Supporting Documents

SPECIAL CONTRACT INFORMATION, CONDITIONS AND REQUIREMENTS which shall also include any and all addendums, permits from other agencies, referenced specifications, and all modifications issued after execution of the Contract.

CONTRACT EXECUTION AND ADMINISTRATION FORMS including the forms of Agreement, Contract Bonds, Contract Change Order, and Certificate of Insurance, together with miscellaneous contract forms and notices.

GENERAL CONTRACT CONDITIONS AND REQUIREMENTS.

SPECIAL PROVISIONS

TECHNICAL SPECIFICATIONS

DRAWINGS, MAPS AND EXHIBITS.

Contract Price - The total amount of money for which the Contract is awarded.

Contract Unit Price - The amount stated in the Bid for a single unit of an item of work.

Contractor - The individual, partnership, corporation, joint venture or other legal entity entering into a Contract with the District to perform the Work. In the case of Work being done under permit issued by the District, the permittee shall be construed to be the Contractor. The term "prime contractor" shall mean Contractor.

County - The word "County" shall mean Kern County.

Days - Unless otherwise specifically stated, the term "days will be understood to mean calendar days.

District - The capitalized words "District" (and "Agency" if used) shall mean the WEST KERN WATER DISTRICT and persons authorized by its governing board to act in its behalf.

District Property - The phrase "District Property" shall mean any work site upon which the Contractor shall be required to perform under the Contract, including property owned in fee by the District or upon which it holds an appropriate lease, license, easement or encroachment permit.

Drawings - The words "Drawings" or "Contract Drawings" shall mean those drawings accompanying the Specifications which show the location, nature, extent and form of the Work, together with applicable details specific to the Work of this Contract, which is not independently covered by Standard Drawings.

Engineer - The word "Engineer" shall mean the individual or firm authorized by the District to provide general engineering supervision of the execution of the Contract, acting either directly

or through properly authorized agents, each agent acting only within the scope of authority delegated to him/her by the Engineer. Some of the functions and authority assigned to the Engineer by the Contract Documents may, in circumstances as determined appropriate by the District, be performed by a person who is not a licensed engineer.

Good Engineering Practices - The practices, and acts that at a particular time, in the exercise of reasonable judgement, in light of the facts known or that should have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with law, regulation, reliability, safety, environmental protection, economy and expedition.

Manager - The word "Manager" shall mean the person employed or designated by the District's governing board to execute functions of charge, supervision and administration.

Modification - Includes Change Orders and Supplemental Agreements. A Modification may only be issued after the effective date of the Contract.

Notice of Award - The written notice by the District to the successful Bidder stating that upon compliance by it with the required conditions, the District will execute the Contract.

Notice to Proceed - A written notice given by the District to the Contractor fixing a date on which the contract time will start.

Owner - The capitalized words "Owner" (and "Agency" if used) shall mean the WEST KERN WATER DISTRICT and persons authorized by its governing board to act in its behalf.

Owner Property - The phrase "Owner Property" shall mean any work site upon which the Contractor shall be required to perform under the Contract, including property owned in fee by the Owner or upon which it holds an appropriate lease, license, easement or encroachment permit.

Person - Any individual, firm, association, partnership, corporation, trust, joint venture, or other legal entity.

Progress Payment - The meaning specified in Section 8.8 hereof.

Proposal - See Bid.

Reference Specifications - Those bulletins, standards, rules, methods of analysis or test, codes and specifications of other agencies, engineering societies or industrial associations referred to in the Contract Documents. These refer to the latest edition, including amendments in effect and published at the time of advertising the project or issuing the permit, unless specifically referred to by edition, volume or date. Reference Specifications shall also include the Standard Specification for Public Works Construction (SSPWC), the "Green Book."

Roadway - The portion of a street reserved for vehicular use.

Service Connection - Service connections are all or any portion of the conduit, cable or duct, including meter, between a utility distribution line and an individual consumer.

Sewer - Any conduit intended for the reception and transfer of sewage and fluid industrial waste.

Specifications - Reference Specifications, Special Provisions, Specifications and Contract Drawings, Basic Specifications (if all of same are included), and Specifications in Supplemental Agreements between the District and the Contractor by Contract Change Order.

Standard Drawings - The phrase "Standard Drawings" shall mean all drawings referenced as such and bound with the Contract Documents. Said Standard Drawings shall be considered an integral part of the Specifications.

Standard Specifications - The Standard Specifications for Public Works Construction (SSPWC), the "Green Book."

State - The State of California.

Storm Drain - Any conduit and appurtenance intended for the reception and transfer of storm water.

Street - Any road, highway, parkway, freeway, alley, walk, or way.

Subcontractor - The word "Subcontractor" shall mean any person, firm or corporation entering into agreement with the Contractor for performance of any part of the Contractor's obligation under the Contract.

Superintendent - The executive representative of the Contractor, present on the work at all times during progress, authorized to receive and fulfill instructions from the Engineer and to accept orders for changed and extra work.

Supervision - Supervision, where used to indicate supervision by the Engineer, shall mean the performance of obligations, and the exercise of rights, specifically imposed upon and granted to the District in becoming a party to the Contract. Except as specifically stated herein, supervision by the District shall not mean active and direct superintendence of details of the Work.

Surety - Any individual, firm or corporation, bound with and for the Contractor for the acceptable performance, execution and completion of the Work, and for the satisfaction of all obligations incurred.

Utility - Tracks, overhead or underground wires, pipeline, conduits, ducts or structures, sewers or storm drains owned, operated or maintained in or across a public right-of-way, District's property or private easement.

Work - That which is proposed to be constructed or done under the Contract or permit, including the furnishing of all labor, materials, equipment, tools, appliances, machinery, transportation and appurtenances necessary to perform and complete the Contract, including all alterations, amendments or extensions thereto made by contract change order or other written order of the District or Engineer.

Work Site - The area of actual construction and the areas immediately adjacent.

1.3 ABBREVIATIONS.

1.3.1 General.

The abbreviations herein, together with others in general use, are applicable to these Contract Documents and the Standard Specifications.

All abbreviations and symbols used on plans for structural steel construction shall conform to those given by the "Manual of Steel Construction" published by the American Institute of Steel Construction, Inc.

1.3.2 Abbreviations.

<u>Abbreviation</u>	<u>Word or Words</u>
Aban	Abandon
Aband	Abandoned
ABS	Acrylonitrile-butadiene-styrene
AC	Asphalt concrete
ACP	Asbestos cement pipe
Alt	Alternate
Amer Std	American Standard
AWG	American Wire Gage (nonferrous wire)
BC	Beginning of curve
BCR	Beginning of curb return
Bdry	Boundary
BM	Benchmark
BVC	Beginning of vertical curve
B/W	Back of wall
CAB	Crushed aggregate base
CAP	Corrugated aluminum pipe
CB	Catch basin
Cb	Curb
CBR	California bearing ratio
c-c	Center to center
CF	Curb face
C&G	Curb and gutter
CIP	Cast iron pipe
CIPP	Cast-in-place pipe
CLF	Chain link fence
CMB	Crushed miscellaneous base
CMC	Cement mortar-coated
CML	Cement mortar-lined
CO	Cleanout (sewer)
Col	Column
Conc	Concrete
Const	Construct or construction
Conn	Connection
Coord	Coordinate
CSP	Corrugated steel pipe
CTB	Cement treated pipe
CV	Check valve
db	Decibels
DF	Douglas Fir

Dia	Diameter
DIP	Ductile iron pipe
DL	Dead load
DT	Drain tile
Dwg	Drawing
Dwy	Driveway
Dwy Appr	Driveway approach
DL	Dead load
EC	End of curve
ECR	End of curb return
EF	Each face
EG	Edge of gutter
EGL	Energy grade line
El	Elevation
ELC	Electrolier lighting conduit
Eng	Engineer or engineering
EP	Edge of pavement
Esmt	Easement
ETB	Emulsion treated base
EVC	End of vertical curve
Ex	Existing
Exc	Excavation
Exp Jt	Expansion joint
EF	Degree on the Fahrenheit temperature scale
Fab	Fabricate
F&C	Frame and cover
FD	Floor drain
Fdn	Foundation
Fed Spec	Federal specification
FG	Finished grade
FH	Fire hydrant
F&I	Furnish and install
FL	Flow line
FS	Finished surface
ftg	Footing
Ft-lb	Foot-pound
FW	Face of wall
Ga	Gauge
Galv	Galvanized
GIP	Galvanized iron pipe
GL	Grade line or ground line
GM	Gas meter
GP	Guy pole
Gr	Grade
Grtg	Grating
GSP	Galvanized steel pipe
H	High or height
HB	Hose bib
HC	House connection
Hdwl	Headwall
HGL	Hydraulic grade line

Horiz	Horizontal
Hp	Horsepower
HPG	High pressure gas
HPS	High pressure sodium (light)
Hydr	Hydraulic
ID	Inside diameter
Incl	Including
Insp	Inspection
Inv	Invert
IP	Iron pipe
JC	Junction chamber
Jct	Junction
JS	Junction structure
Jt	Joint
L	Length
Lab	Laboratory
Lat	Lateral
Lb	Pound
LD	Local depression
LF	Linear foot
LH	Lamp hole
LL	Live load
LOL	Layout line
Long	Longitudinal
LP	Lamp post
LPS	Low pressure sodium (light)
LS	Lump sum
LTS	Lime treated soil
Maint	Maintenance
Max	Maximum
MC	Mortar-coated
MCR	Middle of curb return
Meas	Measure
MH	Manhole
Mil Spec	Military specification
Misc	Miscellaneous
ML	Mortar-lined
Mod	Modified, modify
Mon	Monument
Mult	Multiple
MVL	Mercury vapor light
NRCP	Nonreinforced concrete pipe
Obs	Obsolete
oc	On center
OD	Outside diameter
OE	Outer edge
Opp	Opposite
Orig	Original
PB	Pull box
PC	Point of curvature
PCC	Portland cement concrete or point of compound curvature
PCVC	Point of compound vertical

	curve
PE	Polyethylene
PI	Point of intersection
PL	Property line
PMB	Processed miscellaneous base
POC	Point on curve
POT	Point on tangent
PP	Power pole
PRC	Point of reverse curve
PRVC	Point of reverse vertical curve
PSI	Pounds per square inch
PT	Point of tangency
PVC	Polyvinyl chloride
Pvmt	Pavement
Pvt R/W	Private right-of-way
Q	Rate of flow in cubic feet per second
Quad	Quadrangle or quadrant
R	Radius
R&O	Rock and oil
RA	Recycling agent
RAC	Recycled asphalt concrete
RAP	Reclaimed asphalt pavement
RBAC	Rubberized asphalt concrete
RC	Reinforced concrete
RCB	Reinforced concrete box
RCE	Registered civil engineer
RCP	Reinforced concrete pipe
RCV	Remote control valve
Ref	Reference
Reinf	Reinforced or reinforcement
Res	Reservoir
RGE	Registered geotechnical engineer
RR	Railroad
RSE	Registered structural engineer
R/W	Right-of-way
S	Slope
SCCP	Steel cylinder concrete pipe
Sec	Section
SD	Storm drain
SDR	Standard thermoplastic pipe dimension ratio (ratio of pipe OD to minimum wall thickness)
SF	Square feet
SI	International System of Units (Metric)
Spec	Specifications
SR	Standard ratio
SS	Sanitary sewer
SSB	Select sub-base
Sta	Station
Std	Standard

St Hwy	State highway
Str	Straight
Str Gr	Straight grade
Struc	Structural or structure
SW	Sidewalk
SWD	Sidewalk drain
SY	Square yard
Tan	Tangent
TC	Top of curb
Tel	Telephone
TF	Top of footing
Topo	Topography
Tr	Tract
Trans	Transition
TS	Traffic signal or transition structure
TSC	Traffic signal conduit
TSS	Traffic signal standard
TW	Top of wall
Typ	Typical
USA	Underground Service Alert
Var	Varies or variable
VB	Valve box
VC	Vertical curve
VCP	Vitrified clay pipe
Vert	Vertical
Vol	Volume
W	Wider or width
WI	Wrought iron
WM	Water meter
WPJ	Weakened plane joint
WSP	Welded steel pipe
X Conn	Cross connection
X Sec	Cross section

1.3.3 Institutional Abbreviations.

Wherever the following abbreviations are used, they shall refer to the following institutions:

AAMA	Architectural Aluminum Manufacturer's Association
AAN	American Association of Nurserymen
AASHTO	American Association of the State Highway and Transportation Officials
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AGA	American Gas Association
AI	The Asphalt Institute
AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron & Steel Institute

AITC	American Institute of Timber Construction
AMCA	Air Movement and Control Association
ANSI	American National Standards Institute
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ARI	American Refrigeration Institute
ASA	American Standards Association, Inc.
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing Materials
AWG	American Wire Gage
AWPA	American Wood Preserver's Association
AWS	American Welding Society
AWWA	American Water Works Association
CALOSHA	California Occupational Safety and Health Administration
CRSI	Concrete Reinforcement and Steel Institute
CS	Commercial Standards (U.S. Department of Commerce)
CSI	Construction Specifications Institute
DIPRA	Ductile Iron Pipe Research Association
DOT	United States Department of Transportation
EIA	Electronic Industries Association
EPA	Environmental Protection Agency
FGMA	Flat Glass Marketing Association
Fhwa	Federal Highway Administration
FM	Factory Mutual
FS	Federal Specification
IAMPO	International Association of Mechanical and Plumbing Officials
ICBO	International Conference of Building Officials
IEEE	Institute of Electrical and Electronics Engineers
IPCEA	Insulated Power Cable Engineers' Association
ISO	Insurance Services Office (Also NBFU - National Board of Fire Underwriters)
NAAMM	National Association of Architectural

	Metal Manufacturers
NBFU	National Board Fire Underwriters
NCPI	National Clay Pipe Institute
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFC	National Fire Code
NFPA	National Fire Protection Association
OSHA	Occupational Safety and Health Administration
PEI	Porcelain Enamel Institute
PG&E	Pacific Gas and Electric Company
PS	Product Standard (U.S. Department of Commerce)
SAE	Society of Automotive Engineers
SCPO	Structural Clay Products Institute
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SS	Standard Specifications for Public Works Construction" as published by Building News, Inc., of Los Angeles, California (latest edition plus supplements)
SSPC	Steel Structures Painting Counsel
TCA	Tile Council of America
TPI	Truss Plate Institute
UBC	Uniform Building Code, International Conference of Building Officials
U/L	Underwriters' Laboratories, Inc.
UMC	Uniform Mechanical Code
UPC	Uniform Plumbing Code
USAS	The United States of America Standard Institute
USGS	United States Geological Survey
WCLIB	West Coast Lumber Inspection Bureau
WIC	Woodwork Institute of California
WWPA	Western Wood Products Association

All references to Specifications of any of the above shall mean the latest edition thereof.

2. DISTRICT'S GENERAL AUTHORITY

2.1 GENERAL.

The District's Board of Directors will delegate administrative authority to employees, consultants and agents as it sees appropriate. Many of the functions of the District, as set forth in these Contract Documents (including referenced specifications) are usually carried out by an engineer (or person filling that position of authority) directly employed or retained contractually. Some functions of the District may be performed by administrative and operations staff.

District will inform Contractor of the persons with authority under this Contract and the position filled by each.

2.2 POWER OF DECISION.

The District shall decide every question regarding the interpretation of these Contract Documents or the true meaning or import of any provisions contained therein. A dispute which arises from the District's final decision shall be submitted to independent arbitration, if mutually agreeable to the parties; otherwise, by litigation in a court of competent jurisdiction.

2.3 NO POWER TO WAIVE CONTRACT.

It is expressly agreed that the District shall not have any power to waive the obligation of the Contract for the performance of the Work and/or furnishing by the Contractor of the equipment and/or material conforming to the Contract Documents.

2.4 ACCESS TO CONTRACTOR'S PLANT.

The District shall at all times have immediate access to all parts of the Contractor's plant(s) where the production of any equipment and/or material for delivery under this agreement is in progress and shall be afforded there, without charge to the District, full facilities for determining that all said equipment and/or material is being produced so as to comply strictly with the Contract Documents.

2.5 ACCESS TO WORK SITE.

The District shall at all times have immediate access to the site of the Work and to all parts of the Contractor's plant used in conjunction with work being performed hereunder on District's property and shall be afforded there, without charge to the District, full facilities for determining that all said Work is being performed so as to comply strictly with the Contract Documents.

2.6 DETERMINATION OF ACCEPTABILITY OF WORK.

The Engineer will decide all questions which may arise as to the quality and acceptability of materials and equipment furnished, work performed, rate of progress of the Work, interpretation of the Contract Documents, and all questions as to the acceptable fulfillment of the Contract by the Contractor.

2.7 ARBITRATION OF DIFFERENCES AMONG CONTRACTORS.

Any difference which may arise between the Contractor and any other separate contractor for adjacent and/or related work also under the surveillance of the Engineer will be arbitrated by the Engineer; however, the Engineer will not arbitrate disputes between the Contractor and its subcontractors.

2.8 MONITOR PROGRESS AND INSPECT THE WORK.

The Engineer will monitor the performance of the Work by the Contractor, as directed by District, and may be represented on the Work by a duly authorized Resident Engineer or Assistant Engineer and by Inspectors. It is hereby agreed among District, Contractor and Engineer that monitoring and inspection of the Work by the Engineer shall in no way obligate or authorize the Engineer and its representatives to be responsible for the safety of the Contractor or its employees or any other job safety aspects related to Contractor's operations, nor shall the Engineer or its representatives be obligated or authorized to maintain supervision over the Contractor's construction methods or personnel other than to ensure that the finished work is in accordance with the Contract.

2.9 SUSPENSION OF CONTRACT.

2.9.1 General.

If the equipment and/or material to be furnished or the Work to be performed by the Contractor under the Contract shall be abandoned by the Contractor, or if the Contractor shall make a general assignment for the benefit of its creditors or be adjudicated a bankrupt, or if a receiver of its property or business be appointed by a court of competent jurisdiction, or if its Contract shall be assigned by it otherwise than hereinbefore specified, or if, at any time, the District shall be of the opinion that the performance of the Contract is unnecessarily or unreasonably delayed, or that the Contractor is willfully violating any of the conditions or covenants of the Contract or applicable laws and regulations, or is executing the same in bad faith or not in accordance with the terms thereof, or if the terms of the Contract be not fully completed within the time stated in the Contract for its completion or within the time to which the completion of the Contract may have been extended, as hereinbefore provided, the District may, by written notice, instruct the Contractor to suspend the operation of all or any part of the Contract, and the Contractor shall do so and shall resume the same only upon written instruction by the District.

2.9.2 Assumption of Work by District.

Upon such suspension of the Contract, the District may procure the equipment and/or the materials, and/or performance of the Work necessary to fulfill the Contract requirements in such manner as it may deem proper. In so doing, the District may take possession of and use any materials, plant, tools, equipment, supplies and property of every kind which may be provided by the Contractor upon the District's property for the purposes of its work. The District may procure other equipment and/or material and provide labor for the completion of the same, or contract therefor, and charge the expense of completion by either method to the Contractor. These charges shall be deducted from such moneys as may be due or may at any time hereafter become due the Contractor under and by virtue of this Contract or any part hereof. In case such expense shall exceed the amount which would have been due the Contractor under the Contract if the same had been completed by it, the Contractor shall pay the amount of such excess to the District and in case such expense shall be less than the amount which would have been payable under this Contract if the same had been completed by the

Contractor, it shall have no claim to the difference, except to such extent as may be necessary, in the opinion of the District, to reimburse the Contractor or the Contractor's sureties for any expense properly incurred for plant, camp, equipment, materials, supplies and labor devoted to the prosecution of the Work of which the District shall have received the benefits and which shall not have been otherwise paid for by the District. In computing such expense so far as it shall relate to plant and equipment taken over by the District, the salvage value of such plant and equipment at completion of the Work shall be deducted from the depreciated value thereof at the time taken over by the District, and the difference shall be considered as an expense. Evidence of such expense, satisfactory to the District, shall be required, and all necessary estimates and appraisements shall be made by the District. When any particular part of the Work is being carried on by the District, by Contract, or otherwise, under the provisions of this section, the Contractor shall continue the remainder of the Work in conformity with the terms of its Contract and in such manner as to in no ways hinder or interfere with the persons or workers employed, as above provided, by the District, by Contract or otherwise, to do any part of the Work or to complete the same under the provisions of this Section.

2.9.3 Decision of District Shall Be Final.

In the determination of the question whether there has been such non-compliance with the Contract as to warrant its suspension or the procurement of the material elsewhere by the District as herein provided, the decision of the District shall be final. Suspension of the Contract or any portion thereof shall operate only to terminate the right of the Contractor to proceed with the furnishing of the equipment and/or material, or performing the Work covered by the Contract or the suspended portions thereof.

2.9.4 Contract Remains Valid.

All other stipulations of the Contract shall be and remain in full force and effect after such suspension and until the Contract shall have been completed, final payment made and formal acceptance given.

2.10 TERMINATION OF CONTRACT BY DISTRICT.

If, at any time before manufacture of all equipment and/or material, or completion of performance of all Work herein contracted for, it shall be found by the District that reasons beyond the control of the parties hereto render it impossible or against the public interest of the District to buy and receive any remaining portion of the equipment and/or materials or have completion of the Work contracted for, the District at any time, by written notice to the Contractor, may call for discontinuance of manufacture of the equipment and/or material and/or performance of Work, and terminate the Contract. Upon the service of such notice of termination, the Contractor shall discontinue the manufacture and/or performance of Work in such manner, sequence and at such times as the District may direct, continuing after said notice only such Work and only until such time, or times, as the District may direct, and the Contractor shall have no claim for damages for such discontinuance or anticipated profits on the equipment and/or material or performance of Work thus dispensed with, nor any other claim except for the equipment and/or material and/or of Work actually manufactured or performed up to the times of said notice, or in accordance therewith.

2.11 RIGHT TO OCCUPY COMPLETED PORTIONS OF WORK.

The District may wish to occupy or place in service portions of the completed Work before final completion of the Contract Work and shall be at liberty to do so, but such occupancy or placing in service of any completed portion of the Work shall not void the Contract nor relieve the Contractor of its responsibility of protection and care of all Work until final completion and acceptance of the entire Work, provided however, that expense directly attributable to operation and placing in service the portions of the work shall not be chargeable to the Contractor.

2.12 AGENTS OF DISTRICT NOT PERSONALLY LIABLE.

No officer, director, employee, servant, or agent of the District shall be personally responsible for any liability arising under this Contract, and no claim shall be made or filed, and neither the District nor any of its agents shall be liable for or held to pay any money, except as specifically provided in this Contract.

2.13 ATTORNEYS' FEES.

In the event of any action or proceeding brought by either party against the other under this Contract, the prevailing party shall be entitled to recover all costs and expenses, including the fees of its attorneys in such action or proceeding in such amount as the court may judge reasonable.

3. CONTRACTOR'S GENERAL RESPONSIBILITIES

3.1 COOPERATION WITH DISTRICT.

Contractor shall comply with all orders of the District in regard to maintaining adequate progress, but neither the making of such demands nor the failure of the District to make such demands shall relieve the Contractor of its obligation to secure the quality of equipment and/or material and/or performance of Work and the rate of delivery of said equipment and/or material and/or completion of Work as stipulated in the Contract, and the Contractor alone shall be responsible for the safety, efficiency and adequacy of its plant, equipment, appliances and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation.

3.2 LAWS, REGULATIONS, ORDINANCES, PERMITS, CERTIFICATES AND LICENSES.

The Contractor shall keep itself fully informed of all Federal, State and local laws, ordinances and regulations in any manner affecting those engaged or employed on the Contract Work, or the materials used in the Contract Work, or in any way affecting the conduct of the Contract Work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency should be discovered in any of the Contract Documents in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same in writing to the District. It shall at all times itself observe and comply with and shall cause all its agents and employees to observe and comply with all such applicable laws, ordinances, regulations, orders and decrees in effect or which may become effective before completion of this Contract; and shall protect and indemnify the District and its officers and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by Contractor, by Contractor's

employee, or by a subcontractor. Except as otherwise explicitly provided elsewhere in superior sections of the Contract Documents, all permits, certificates and/or licenses necessary to the prosecution of the Contract Work shall be secured by the Contractor at its own expense, and it shall pay all taxes properly assessed against its equipment or property used or required in connection with the Work.

3.3 EXAMINATION OF SITE AND DOCUMENTS.

Contractor acknowledges that it has examined the Contract Documents, has visited and examined the delivery route(s) and the installation site for equipment and/or material which it has agreed to supply herein, and/or the work site upon which it has agreed to perform herein and is familiar with local conditions which may affect its manufacture and delivery of said equipment and/or material, and/or performance of said Work, and that except as provided herein, it will make no claims for additional compensation over and above the quotations set forth in the Bidding Provisions because of difficulties, real or anticipated.

3.4 CONTRACTOR TO FURNISH INFORMATION.

Before erecting any construction plant, including sheeting, bracing and other temporary structures upon the property of the District, the Contractor shall furnish the District with information and drawings of all such structures as may be required by the District. Drawings and prints in such detail as may be required of articles, machinery or fabricated materials entering into permanent construction which are required to be furnished by the Contractor and which are not furnished by the District, shall be submitted by the Contractor for approval and shall become the property of the District; such approval shall not, however, operate to waive or modify any provision or requirement contained in the Contract Documents.

3.5 RISK OF LOSS.

Until the formal acceptance by the District of the Work of the Contractor hereunder either by furnishing equipment and/or material or by performance of Work, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work. Contractor shall rebuild, repair, restore and replace and make good all injuries or damages to, any portion of that which it is to improve, provide or complete hereunder occasioned by any of the above causes before completion and acceptance and shall bear the expense thereof, except for such injuries or damages as are occasioned by acts of the Federal Government and the public enemy, and only to the extent of five percent of the Contract amount where such injuries or damages are proximately caused by an act of God within the meaning of Public Contract Code section 7105. In case of suspension of Work from any cause whatsoever, the Contractor shall be responsible for all equipment and/or material then upon District's property and shall properly store them, if necessary, and shall erect temporary structures where necessary in so doing. Nothing in this Contract shall be considered as vesting in the Contractor any right of property in materials used after they have been attached or affixed to the Work or the soil upon District's real property, but all such materials shall, upon being so attached or so affixed, become the property of the District.

3.6 COPYRIGHTS AND PATENTS.

Contractor warrants that good title to all specifications, schedules, plans, drawings, test reports and other documents produced by it under this Agreement, and all work, materials, supplies and equipment covered by this Agreement, will pass to District either upon incorporation into the Facility or upon receipt of payment by Contractor for such item of Work, material or equipment, or upon passage of title to Contractor from vendor or subcontractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances except Permitted Encumbrances. Contractor warrants that not work, materials, supplies or equipment covered by this Agreement will have been acquired by Contractor, or any other person performing any Work or furnishing any materials or equipment covered by this Agreement, subject to an agreement under which an interest therein or any encumbrance thereon is retained by the seller or otherwise imposed by Contractor or such other person. Contractor shall warrant and defend such title, at Contractor's expense, against the claims of third parties.

3.7 CONTRACTOR'S SUPERINTENDENCE.

A qualified superintendent, acceptable to the District, shall superintend the Work and shall provide competent supervision of the Work until its completion. The superintendent shall have full authority to act on behalf of the Contractor; and all directions given by the District to the superintendent shall be considered given to the Contractor. If the superintendent is not present on a part of the Work where the District desires to give instructions, such instructions may be given to the foreman in charge of the particular work to which the instructions apply. Such instructions given to a foreman likewise shall be considered given to the Contractor. Such instructions given to the superintendent or to a foreman, when they concern items of substantial importance, will be confirmed in writing. Any and all instructions and directions given by the Engineer, as District's agent, will be limited to matters properly falling within the Engineer's authority as specified. Notwithstanding the foregoing, Contractor shall be solely responsible for all construction, methods, techniques, and sequencing.

3.8 CONTRACTOR'S LIABILITY/INDEMNIFICATION OF DISTRICT.

The Contractor shall be responsible for, and the District shall not be answerable or accountable in any manner for, any loss or damage that may happen to the Work to be performed hereunder by the Contractor, for any of the materials or other things used or employed in performing said work, for injury to any person or persons, either workers, the public or others, or for damage to property from any cause which might have been prevented by the Contractor or its workers, any subcontractors, or anyone employed by same -- against all of which injuries or damages to persons and property, the contractor having control over such work, must properly guard and does indemnify and hold the District and Engineer and their representatives harmless and will defend them therefrom at Contractor's own expense. Until final disposition of any claim or suit made for such loss or damage, the District may retain as much from amounts still unpaid under the Contract as it feels may be necessary to assure enforcement of this provision.

3.9 CONTRACTOR'S PROTESTS.

In the event the Contractor considers any requirement demanded of it to be outside the requirements of the Contract, or if it considers any order or ruling of the District's authorized representatives to be unfair, it may immediately, upon such requirement being demanded or such order or ruling being made, ask that it be confirmed in writing, delivered to it and it shall, within ten (10) days after receipt of same and without delaying performance of such order or ruling, file a written protest with the District stating clearly and in detail its objections and the reasons therefor. Except for such grounds of protest or objections as are made of record in the manner specified within the time stated herein, the Contractor hereby waives all grounds for protests or objections to the orders, rulings, instructions or decisions of the District, and hereby agrees that as to all matters not included in such protests, the orders, instructions and decisions of the District shall be final and conclusive.

3.10 ASSIGNMENT FORBIDDEN.

The Contractor shall not assign, transfer, convey or otherwise dispose of this Contract, or of its right, title or interest in or to the same or any part hereof, without the previous consent in writing of the District; and it shall not assign by power of attorney, or otherwise, any of the monies to become due and payable under the Contract, unless by and with the like consent signified in like manner. If the Contractor shall, without such previous written consent, assign, transfer, convey or otherwise dispose of the Contract, or of its right, title or interest therein, or of any of the monies to become due under the Contract to any other person, company or other corporation, the Contract may, at the option of the District, be terminated and revoked, and the District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor, and to Contractor's assignee or transferee. No right under the Contract, nor any right to any money to become due hereunder, shall be asserted against the District in law or equity by reason of any so-called assignment of the Contract, or any part thereof, or by reason of the assignment of any monies to become due hereunder, unless authorized as aforesaid by the written consent of District.

3.11 ANTI-TRUST CLAIMS.

In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C., 15) or under the Cartwright Act (Chapter 2 of Part 2 of Division 7, commencing with section 16700, of the Business and Professions Code), arising from the purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

3.12 OVERTIME - NO EXTRA COMPENSATION.

Overtime work, i.e., work in excess of eight (8) hours in any one calendar day or work performed on a Sunday or other legal holiday, shall not entitle the Contractor to any compensation for any contract item in addition to that stipulated in the Contract for the kind of work performed, even though such overtime or legal holiday work may be required under emergency conditions and may be ordered by the District. In case of extra work ordered by the District under the provisions hereof, no additional payment will be made to the Contractor because of the payment by him of overtime or legal holiday rates for such work, unless the use of overtime or legal holiday rates in connection with such extra work is specifically ordered by

the District and then only to such extent as extra payment is regularly being made by the Contractor to its workers for legal holiday work of a similar nature in the same locality.

3.13 NOTICES AND COMMUNICATIONS.

The address given in the Contractor's proposal herein is designated as the place to which all notices, letters and other communications to the Contractor shall be mailed or delivered. The mailing to or delivering at the above-named place of any notice, letter or other communication to the Contractor shall be deemed sufficient service thereof upon the Contractor. The date of service shall be the date of such mailing or delivery. Such address may be changed at any time by a written notice signed by the Contractor and hand-delivered to the District. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the Contractor personally.

3.14 TRESPASS.

The Contractor shall be responsible for all damage or injury which may be caused on any property due to trespass by the Contractor, its agents, employees or subcontractors in the course of performance of work hereunder, whether the said trespass was committed with or without the consent or knowledge of the Contractor.

3.15 PROGRESS REPORTS.

Contractor shall deliver to District written weekly progress and construction completion reports illustrating in reasonable detail Contractor's progress in performing the Work.

3.16 DELIVERY OF DOCUMENTS.

Promptly after such time as they first become available and in any event prior to the Substantial Completion Date, Contractor shall provide to District the originals and two (2) additional copies, of such of the following (each to be in form and substance reasonably satisfactory to District):

- (a) Final design specification and shop drawings for the Facility.
- (b) Final as-built plans and drawings for the Facility.
- (c) All installation drawings, field specifications and test reports on material and equipment for Facility.

3.17 OWNERSHIP OF DOCUMENTS.

All final specifications, schedules, plans, drawings, models and other documents furnished to District or developed in the course of Contractor's performance under this Agreement (the Proprietary Documents) shall be the exclusive property of District as and when completed. District shall not acquire any patent, copyright or trade secret rights as a result of this Agreement except pursuant to licenses and other approvals provided in the performance of

the Work and except to the extent that a non-exclusive license of any of the Contractor's patent, copyright or trade secret rights is required to perform the Work, to own the Proprietary Documents or to own, use, occupy and operate the Facility. District hereby agrees to indemnify and hold Contractor harmless from any liability, damage or claims arising out of or in connection with District's use of the Proprietary Documents in connection with any project other than the Facility. District hereby grants contractor a non-exclusive, royalty-free license to use the Proprietary Documents in connection with the construction by Contractor of other project, and Contractor hereby agrees to indemnify, defend, and hold District harmless from any liability, damage or claim arising out of or in connection with such use.

3.18 WARRANTY AS TO DOCUMENTS.

The submission by Contractor to District of any schedule, plan, manual, drawings, specification, record or other document included in this Agreement or any schedule hereto or otherwise prepared by Contractor on or after the date hereof in the course of its performance of the Work under this Agreement shall constitute a warranty by Contractor, to the best of its knowledge, that the information set forth therein is complete and accurate in all material respects as of the date of the submission and that with respect to documents procured by Contractor from third parties, to the best of its knowledge after a review of such documents, the information set forth therein is accurate in all material respects. Review by District of any document submitted by Contractor does not constitute acceptance or approval thereof, and shall not relieve Contractor from full compliance with the requirements of this Agreement.

3.19 TEST PROCEDURES.

Contractor will prepare and submit for approval to District a written proposal containing Test Procedures for the Facility as specified in the Technical Provisions. The Test Procedures will be carried out in such a manner as to determine whether applicable Performance Guarantees for the Facility have been met. Upon approval of the Test Procedures by the District, the Test Procedures shall be annexed to this Agreement as Annex A.

3.20 PERFORMANCE STANDARDS.

Contractor's performance of the Work, in addition to being in conformance with Good Engineering Practice and all other standards set forth in this Agreement, shall be in accordance with good professional standards and industry codes in effect at the date of this Agreement. Contractor shall indemnify, defend, protect, and hold harmless District, its directors, employees, officers and agents from and against any claim or liability arising from or based on the violation of any such laws, ordinances, codes, regulations, permits and orders. Contractor warrants to District that all materials and equipment furnished under this Agreement shall be new and unused, good quality utility goods, suitable for the intended service and shall meet the requirements of applicable code and standards.

4. BONDS AND INSURANCE

4.1 INSURANCE.

4.1.1 Insurance Required Before Beginning Work.

The Contractor shall not commence work under this Contract until it has secured all insurance required under this section unless the Contract specifies higher limits or additional requirements, in which case the Contract requirements shall control. Nor shall it allow any subcontractor to commence

work on any subcontract until all similar insurance required of the subcontractor has been obtained.

4.1.2 Workers' Compensation Insurance.

Before execution of the Contract by the Board, the Contractor shall file with the Engineer the following signed certification:

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

The Contractor shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of the contract, Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the District before execution of the Contract. The District, its officers, or employees, will not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this paragraph.

Coverage B (Employers' Liability) of this policy shall provide the following minimum limits:

Each Accident	\$1,000,000
Disease-Policy Limit	\$1,000,000
Disease-Each Limit	\$1,000,000

All compensation insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the District shall be notified by mail not less than 30 days before expiration or cancellation is effective. Policies must be endorsed waiving subrogation against the District, its officers, employees, and agents.

The insurance certificate shall state the A M Best Rating of the carrier. Said rating must be no less than A-.

4.1.3 Liability Insurance.

The Contractor shall furnish the District a policy or certificate of commercial general liability insurance in which the District is the named insured or is named as an additional insured with the Contractor. Notwithstanding any inconsistent statement in the policy or any subsequent endorsement attached thereto, the District shall be the insured or named as an additional insured covering the Work, whether liability is attributable to the Contractor or the District. The policy shall insure the District, its officers, employees and agents while acting within the scope of their duties on the Work, against all claims arising out of or in connection with the Work.

The Contractor may file insurance acceptable to the District covering more than one project. Coverage A (General Liability) of the policy shall provide the following minimum limits:

\$3,000,000 General Aggregate
\$1,000,000 Products-Completed Operations
\$1,000,000 Personal & Advertising Injury

\$1,000,000 Each Occurrence

This policy must be written on an "Occurrence" form and shall include an endorsement amending the General Aggregate Limit to apply to each project, ISO Form CG 25 03 (11 85) or it's equivalent.

The Contractor shall save, keep and hold harmless the District, its officers and agents from all damages, costs or expenses in law or equity that may at any time arise or be set up because of damages to property, or of personal injury received by reason of or in the course of performing work, which may be caused by any willful or negligent act or omission by the Contractor, any of the Contractor's employees, or any Subcontractor. The District will not be liable for any accident, loss or damage to the Work prior to its completion and acceptance.

All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the District shall be notified by mail, giving a sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than 30 days before expiration or cancellation is effective.

The insurance certificate shall state the A M Best Rating of the carrier. Said rating must be no less than A-.

4.1.4 Automobile Liability Insurance.

The Contractor shall furnish the District a certificate of insurance indicating minimum liability limits of \$2,000,000 combined single limit.

The certificate shall indicate coverage for "Any Auto". All automobile insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the District shall be notified by mail, giving a sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than 30 days before expiration or cancellation is effective.

The insurance certificate shall state the A M Best Rating of the carrier. Said rating must be no less than A-.

4.2 PAYMENT BOND.

Before entering upon the performance of the Work and as a condition to validation of the Contract, Contractor shall provide District with a Payment Bond in the sum of 100 percent of the total amount payable to the Contractor under all applicable terms of the Contract.

The payment Bond shall be on the form provided by the District, which form states the conditions of such bond.

The insurance certificate shall state the A M Best Rating of the carrier. Said rating must be no less than A-.

4.3 PERFORMANCE BOND.

Before entering upon the performance of the Work and as a condition to validation of the Contract, Contractor shall provide the District with a Contract Performance Bond in the sum of 100 percent of the total amount payable to the District under the terms of the Contract. Said performance bond shall remain in effect for a period of one (1) year after the date of final payment.

The Contract Performance Bond shall be on the form provided by the District, which form states the conditions of such bond.

The insurance certificate shall state the A M Best Rating of the carrier. Said rating must be no less A-.

4.4 ADDITIONAL SURETY.

If, during the continuance of the Contract, any of the sureties upon the Performance Bond in the opinion of the District, are or become insufficient, it may require additional sufficient sureties, which the Contractor shall furnish to the satisfaction of the District within fifteen (15) days after notice, and in default thereof, the Contract may be suspended with the same force and effect as provided in Section 2.

5. DRAWINGS, SPECIFICATIONS AND SUBMITTALS

5.1 GENERAL.

The Drawings, Specifications and other Contract Documents shall govern the Work. The Contract Documents are intended to be complementary and cooperative and to describe and provide for a complete project. Anything in the Specifications (including Reference Specifications) and not on the Drawings and Standard Drawings and not in the Specifications, shall be as though shown or mentioned in both. Reference Specifications and Standard Drawings are a part of the Contract Documents. The Contractor shall keep at the place(s) of work hereunder a copy of the Contract Documents (especially the Construction Drawings, approved submittals, permits, certificates and licenses) and shall at all times give the District access thereto. The Contractor shall check all applicable dimensions and quantity estimates and shall notify the District of any errors which are discovered. Contractor shall not take advantage of any error or omission found. Full instructions will be furnished by the District should such error or omission be discovered and the Contractor shall carry out such instructions as if originally specified.

5.2 PRECEDENCE OF CONTRACT DOCUMENTS.

If there is a conflict between Contract Documents (as they may have been revised by Change Order or approved Drawing revisions), the document item highest in precedence shall control. The precedence shall be:

- (1) Contract execution forms.
- (2) Permits from other (more senior) agencies having jurisdiction over the particular item of work or as may be required by law.
- (3) Technical Provisions.
- (4) General Contract Conditions and Requirements.
- (5) Special Contract Information, Conditions, and Specifications.
- (6) Drawings.
- (7) Standard Drawings.

- (8) Basic Public Works Specifications.
- (9) Specifications incorporated by reference.

5.3 VERIFICATION OF DATA SHOWN BY DRAWINGS AND OTHER CONTRACT DOCUMENTS.

The quantities of work to be done and the materials to be furnished under this Contract are estimated, as herein stated, approximate only, and the District is not to be held responsible for the data or information relative to the Engineer's estimate of quantities. The Contractor shall bear ultimate responsibility as to such quantities and number of each of them and as to other circumstances affecting the costs of the performance of this Contract, and as to the accuracy of the estimate; and Contractor shall not ask, demand, sue for or seek to recover for materials furnished or work done under this Contract, any compensation beyond the amounts payable for the different classes of work herein enumerated, which shall be actually performed at the prices therefor, herein agreed upon and fixed.

5.4 SUPPLEMENTARY DRAWINGS.

The approved plans may be supplemented by such Working Drawings as are necessary to control the Work adequately. All such Drawings will be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom. All Drawings signed by the Engineer and delivered to the Contractor shall be deemed written instructions to the Contractor.

5.5 SHOP DRAWINGS AND CONTRACT SUBMITTALS.

5.5.1 Submittals Required.

Wherever called for in any of the Contract Documents, Technical Provisions, or where required by the District in special circumstances, Contractor shall furnish to the District for review and record, prints of each shop drawing and submittal document. The term "Shop Drawing" as used herein shall be understood to include detailed design calculations, drawings and calculations required by law, fabrication and installation drawings, material lists, graphical representations, and the like. The term "submittal" shall include Shop Drawings and any other document specifically required in the Contract Documents or by reference documents or by laws and governmental regulations governing the Work. Mix designs, material certifications, operating instructions and manuals, catalog presentations, copies of permits and licenses, certificates of compliance, contract construction schedules and estimated progress payment cash flow schedules are examples of submittals which may be required in addition to Shop Drawings. All required submittals shall be submitted at a time sufficiently early to allow review by the District to determine general conformance with the Contract, and to accommodate the rate of construction progress required under the Contract.

5.5.2 Contractor to Approve and Sign Submittals.

Each submittal shall be reviewed and signed by the Contractor, stamped "APPROVED" and submitted with a letter of transmittal (from Contractor) listing each item submitted. Submittals directly from any subcontractor, manufacturer, supplier or distributor will not be accepted unless approved and signed by the Contractor and transmitted via transmittal letter.

5.5.3 Time and Number Limits on Submittal Reviews.

Except as may otherwise be provided in the Special Requirements, the District will return copies of each submittal to the Contractor, with comments, if any, noted thereon, within 15 calendar days following receipt by District's Engineer. It is considered reasonable that the Contractor shall make a complete and acceptable submittal by the second submission. The District reserves the right to withhold monies due the Contractor to cover additional costs for review beyond the second submission.

5.5.4 Prohibitions.

No progress payment shall be made for the materials involved and fabrication of an item or the Work or manufacture dependent upon a given submittal shall not be commenced before the District has reviewed the pertinent submittals and returned copies to the Contractor marked either "GENERALLY CONFORMS WITH CONTRACT," or "GENERALLY CONFORMS WITH CONTRACT AS ADDITIONALLY NOTED." Even if manufacturer/supplier wishes to conform his original submittals to the marked set, the marked set shall be official and unmarked submittals shall be considered incorrect and shall not be used in the Work of this Contract.

5.5.5 When Adequate As Submitted.

If three copies of the submittal item are returned to the Contractor marked "GENERALLY CONFORMS WITH CONTRACT," formal revision and resubmittal will not be necessary and will not be reviewed or accepted.

5.5.6 When Adequate As Additionally Noted.

If three copies of the required submittal are returned to the Contractor marked "GENERALLY CONFORMS WITH CONTRACT AS ADDITIONALLY NOTED," the additional notes and comments shall apply but formal revision and resubmittal will not be necessary and will not be reviewed or accepted.

5.5.7 When Revisions and Resubmittals Are Necessary.

If one copy of the submittal is returned to the Contractor marked "NONCONFORMING - RESUBMIT," the Contractor shall revise and resubmit seven copies per the District's comments on the submittal or by separate letter or transmittal.

5.5.8 When Rejected.

If one copy of the submittal is returned to the Contractor marked "REJECTED," the Contractor shall review the Contract Documents pertaining to said submittal item, ascertain the requirements of the Contract and resubmit seven copies of the submittal required. Any submittal received without the Contractor's signed approval will be automatically "REJECTED" and will not be reviewed. Submittals marked "REJECTED" will not have comments attached.

5.5.9 Limits of District's Obligations.

Comments or revisions indicated on returned submittal documents shall be considered as changes or clarifications necessary to obtain general conformance with the Contract

and not as precise or comprehensive construction or fabrication dimensions or criteria, except as may be exactly specified by the Contract Documents. The review of submittals by the District will be limited to checking to determine that the Contractor has the necessary detailed understanding of the job requirements to furnish and construct it properly, and shall in no way relieve the Contractor of responsibility for errors or omissions, detailed specific dimensions or criteria, field condition verifications, or necessary fabrication or work or methods; nor shall such review operate to waive or modify any provision contained in the Contract Documents, except where the formal procedures for change or modification are subsequently used. Meeting the requirements of this Contract as to fabricating dimensions, quantities of materials, applicable code requirements and all other contract requirements shall remain the Contractor's responsibility.

5.5.10 Claim Conditions.

The Contractor shall have no claim for damages, extra work or extension of time due to any delay resulting from the Contractor's having to make submittal revisions required to obtain conformance with the requirements stated above and unless the Contractor can establish that the District's delay in review, or other factors beyond the control of Contractor or its subcontractors or suppliers, actually resulted in a delay in the Contractor's construction schedule.

6. MATERIALS, EQUIPMENT AND WORKMANSHIP

6.1 GENERAL.

All materials furnished by the Contractor shall be new and of the best quality for their particular use. All Work shall be done and completed in a thorough, workmanlike manner, notwithstanding any omission from the Contract Documents. Work shall be performed by skilled workers fully qualified for their trade, and shall be subject to the approval of the District. Materials or Work described in words which, as applied, have a well known technical or trade meaning and shall be held to refer to such recognized standards.

The Contractor shall submit to the District samples, specimens or test pieces of such materials to be furnished or used in the Work as the District may require. All materials must be of the specified quality and equal to the approved sample, if samples have been submitted. The Contractor shall furnish, without cost to the District, such quantities of heavy construction materials as may be required for test purposes and shall place at the District's disposal all available facilities for and furnish labor and equipment to assist and cooperate with it in the sampling and testing of all materials and workmanship.

6.2 DOMESTIC MATERIALS AND MACHINERY (SEE NOTE).

In the performance of this Contract, there shall be used only such unmanufactured articles, materials and supplies as have been mined or produced in the United States, and only such manufactured articles, materials and supplies as have been mined, produced or manufactured, as the case may be, in the United States, substantially all from materials produced in the United States in accordance with sections 4300 through 4305 of the Government Code of California, except to the extent, if any, that such provision may be superseded by any law or treaty of the United States. (**Note:** this provision is referenced within this Contract as required by the provisions of sections 4300-4305 of the Government Code. However, the District will not

enforce this provision by reason of Bethlehem Steel Corp. v. Board of Commissioners (1969) 276 Cal.App.2d 221, which held sections 4300-4305 to be unconstitutional.)

6.3 DEFECTIVE EQUIPMENT, MATERIALS OR WORK.

6.3.1 Inspection Does Not Relieve Contractor's Responsibility.

Inspection of the Work shall not relieve the Contractor of any of its obligations under the Contract. Even though equipment, materials or work required to be provided under the Contract have been inspected, accepted and estimated for payment, the Contractor shall, at his own expense, replace or repair any such equipment, materials or work found to be defective or otherwise not to comply with the requirements of the Contract up to the end of the maintenance and guarantee period.

6.3.2 Removal of Rejected Equipment, Materials or Work.

Any equipment or materials brought upon the job site by the Contractor and subsequently rejected by the District as not complying with the requirements of the Contract shall be removed immediately by the Contractor to a satisfactory distance from the job site.

6.3.3 District's Remedy.

If the Contractor fails to repair or replace unsatisfactory equipment, materials or work, or to remove unsatisfactory equipment or materials from the job site, within ten (10) calendar days after being ordered to do so by the District, the District may make the ordered repairs or remove the condemned equipment or materials and deduct the cost thereof from any monies due or to become due the Contractor.

6.4 MAINTENANCE AND GUARANTEE.

6.4.1 Contractor's Stipulations.

The Contractor hereby guarantees that all materials and workmanship furnished by it under the Contract will fully meet all requirements thereof as to quality of workmanship and of materials furnished by it. The Contractor hereby agrees to replace all materials and pay for all installation costs made necessary by defects in materials or workmanship supplied by the Contractor that become evident within one year after the date of final payment and pay for all work necessary to remove, restore and replace the materials to full serviceability and to full compliance with the requirements of the Contract Documents, including the test requirements set forth herein for any part of the materials furnished hereunder which, during said one-year period, are found to be deficient with respect to any provision of the Contract Documents. The Contractor also agrees and does hereby hold the District harmless from claims of any kind which may arise from damage due to said defects. The Contractor shall replace all defective materials promptly, the District may secure the service of others to do this Work, and the Contractor and its surety shall be liable to the District for the cost, including removal and replacement thereof.

6.4.2 Performance/Guarantee Bond.

The guarantees, indemnifications and agreements set forth in subsection 6.4.1 hereof shall be secured by the Contract Performance Bond and for this purpose said bond shall remain in force for a period of one year after the date of final payment.

6.4.3 Warranty Inspection.

Contractor shall participate in and provide labor, methods, supervision and equipment to conduct a warranty inspection by District near but prior to the end of the one-year guarantee period. Major suppliers and subcontractors shall also participate at District's request. The participation of the Contractor, suppliers and subcontractors shall be at no additional cost to District.

6.5 TITLE TO MATERIALS FOUND ON THE WORK.

The District reserves the right to retain title to all soils, stone, sand, gravel and other materials developed and obtained from excavations and other operations connected with the Work. Unless otherwise specified in superior parts of the Contract Documents, neither the Contractor, nor any subcontractor shall have any right, title or interest in or to any such materials; however, the Contractor will be permitted to use in the Work, without charge, any such materials which meet the requirements of the Contract Documents.

6.6 CONSTRUCTION EQUIPMENT.

The Contractor must furnish adequate equipment to properly perform the Work in a workmanlike manner in accordance with the Contract Documents. Such equipment must be in a good state of repair and maintained in such state during the progress of the Work. No worn, unsafe or obsolete equipment shall be used, and in no case shall the maker's rating of capacity for any equipment be exceeded.

6.7 PROCEDURE FOR MEETING APPROVED EQUAL PROVISIONS.

6.7.1 Approved Equals.

For convenience in designation, certain articles or materials to be incorporated in the Work may be specified under two brand names, or the approved equal thereof, or the name of a manufacturer and its catalog information, or the approved equal thereof, or the names of manufacturers and their catalog information, or the approved equal thereof. Such designations are intended to be descriptive, but not restrictive, and are to indicate the quality and characteristics of articles and materials that will be satisfactory. The use of alternative articles or materials which are of equal quality and of the required characteristics for the purpose intended will be permitted, subject to the following requirements:

6.7.1.1 With Respect to Major Equipment or Materials.

With respect to the major equipment or material items listed in the proposal, unless the bidder clearly indicates in its bid that it is proposing to use an "equal" product, its bid shall be considered as offering the product referred in the Contract Documents specified for the major equipment or material items listed in the proposal. The brand name, or other proper designation, of the proposed substitute product shall be inserted in the space provided in the proposal or shall be otherwise clearly identified in the bid. The awarding of this Contract to a bidder who has indicated in its bid that it is proposing to use an "equal" product shall not constitute an admission by the District of the equality of said

product. It is expressly understood and agreed by the Contractor that, in so awarding this Contract, the District reserves the right to reject any such proposed substituted product. It is further expressly understood and agreed by Contractor that in the event the District rejects a proposed "equal" product, the Contractor shall then supply either a product designated by the Contract Documents or a substitute therefor which meets with the approval of the District.

6.7.1.2 With Respect to Minor Equipment or Materials.

With respect to articles or materials other than the major equipment or material items listed in the proposal, whenever the Specifications permit the substitution of a similar or equivalent material or article and the bidder wishes to substitute such a similar or equivalent product, it need not so indicate in its bid. However, within ten (10) calendar days after the award of Contract, the Contractor shall notify the District in writing of all proposed substitutions of such similar or equivalent materials or articles.

6.7.1.3 With Respect to Any Proposed Substitution.

With respect to all proposed substitutions of "equal" products, both major items of equipment and materials listed in the proposal and other non-listed items, the contractor shall submit all pertinent and appropriate data substantiating its request for said substitutions within 35 calendar days after the award of the Contract or as soon as necessary to meet the Contract completion schedule. In this regard, Contractor shall note that neither the District nor the District's Engineer is responsible for locating or securing any information which is not included in said substantiating data. Contractor shall further note that the burden of proof (including cost of sampling and testing) as to the quality and suitability of proposed alternative products shall be entirely borne by it. The District or its authorized representative shall be the sole judge as to the quality and suitability of proposed alternative articles or materials, and its decision, or that of its authorized representative shall be final and conclusive. Unless extended by the mutual agreement of the parties, the District or its authorized representative shall notify the successful bidder of its decision concerning the proposed substitution of "equal" items within 30 days after the submission by the bidder of the bidder's substantiating data. All such decisions by the District or its authorized representative shall be in writing, and no proposed alternative product shall be deemed approved unless so indicated in writing.

6.7.1.4 Time Limitations.

The time limitations contained in this section must be complied with strictly, and in no case will an extension of time for completion be granted because of the Contractor's failure to request the substitution of an alternative item at the times and in the manner set forth herein.

7. HEALTH AND SAFETY/PUBLIC CONVENIENCE

7.1 CONTRACTOR'S TOTAL RESPONSIBILITY FOR JOB SAFETY.

7.1.1 General.

In accordance with generally accepted construction practice, the Contractor will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the Work. This requirement shall apply continuously and not be limited to normal working hours. The Contractor's duty to preserve safety shall include, but not be limited to, the erection and maintenance of temporary fences; bridges, railings and barriers; placement of guards, placement, maintenance and operation of sufficient lights and signals; and all other precautions necessary to maintain safety in the vicinity of all Contract Work.

7.1.2 Accident Prevention and First Aid.

Contractor shall actively seek to prevent accidents. It shall notify anyone in the vicinity of the work site of safety practice violations, whether or not such people are in it's or it's subcontractor's employ.

Contractor is encouraged to appoint a project safety leader, train key personnel in first aid and hold periodic safety meetings and safety program evaluations; however, this is not a contractual requirement hereunder, except to the extent as may be required by law.

First aid supplies required by law shall continuously be available at the work site. Instruction in first aid shall be given as required by law.

7.1.3 Agents and Representatives of District Not Responsible for Job Safety.

Any duty on the part of Engineer or any District agent or representative to monitor and inspect the Contractor's performance and work shall not be construed to include the review of the adequacy of the Contractor's safety measures. Nothing herein shall relieve Contractor of its sole and complete responsibility for safety conditions on the job site and with respect to its related operations and work. Furthermore, Engineer and other District representatives do not claim to be, and shall not be required to be, expert in all phases of Contractor's operations involving potential risk to the safety of anyone from Contractor's inadequacy of equipment; and, they shall not have actual or implied responsibility to police Contractor's compliance with the law.

7.1.4 Indemnifications.

Contractor shall indemnify, defend and hold harmless District, its agents, officers, directors, and employees from any and all claims or/actions or expenses (including attorney's fees and expenses) for injuries to or death of persons or damage or destruction to property if caused by reason of or as a result of acts or omissions of Contractor, its subcontractors, their employees, officers, directors, shareholders or agents. District shall indemnify, defend and hold harmless Contractor, its agents and employees from any and all claims, actions and expenses (including attorney's fees) for injuries to or death of persons or damage or destruction to property if caused by reason of or as a result of the performance of any action by District, its employees or agents at the Facility and/or any Facility Site.

7.2 SANITARY PROVISIONS.

The Contractor shall provide and maintain such sanitary accommodations for the use of its employees and those of its subcontractors as may be necessary to comply with the requirements of State and local health departments.

All parts of the Work shall be maintained in a neat, clean, sanitary condition. Fixed and portable toilets, which are made inaccessible to insects, shall be provided wherever needed for use by employees, and their use shall be strictly enforced. All waste and refuse from sanitary facilities or from any source related to Contractor's operations shall be disposed of in a sanitary manner, satisfactory to District and in accordance with laws and regulations pertaining thereto. Contractor shall rigorously prohibit and prevent committing of nuisance within the work area or upon District's right-of-way or adjacent private property. Contractor shall furnish all facilities and means for proper sanitation of work and shall protect and save harmless the District and District's Engineer from any liability resulting from improper or insufficient sanitation.

7.3 STATE AND FEDERAL SAFETY AND HEALTH REGULATIONS.

7.3.1 Contract Work Hours and Safety Standards Act.

Contractors and subcontractors shall comply with the provisions of the Safety and Health Regulations for Construction, promulgated by the Secretary of Labor under Section 107 of the "Contract Work Hours and Safety Standards Act," as set forth in Title 29, CFR.

7.3.2 Occupational Safety Act of 1970.

Contractors and subcontractors shall comply with the provisions of the Occupational Safety and Health Standards, promulgated by the Secretary of Labor under the "Occupational Safety and Health Act of 1970," as set forth in Title 29, CFR. Where an individual State act on occupational safety and health standards has been approved by Federal authority, then the provisions of said State act shall control.

7.3.3 State of California Safety Orders.

The Contractor shall have at the work site, copies or suitable extracts of: "Construction Safety Orders," and "General Industrial Safety Orders" issued by the State Division of Industrial Safety. The Contractor shall comply with provisions of these and all other applicable laws, ordinances and regulations.

Contractor shall comply with all applicable requirements of Labor Code section 6705, and, as there provided, no requirements of that section shall be construed to impose tort liability on District and Engineer or its agents and representatives.

Payment for performing all work necessary to provide safety measures shall be included in the prices bid for other items of work except where separate bid items for excavation safety are provided.

7.4 PUBLIC CONVENIENCE AND SAFETY.

7.4.1 Traffic and Access.

The Contractor's operations shall cause no unnecessary inconvenience. The access rights of the public shall be considered at all times. Unless otherwise authorized, traffic shall be permitted to pass through the work site, or an approved detour shall be provided.

Safe and adequate pedestrian and vehicular access shall be provided and maintained to fire hydrants, commercial and industrial establishments, churches, schools, parking lots, service stations, motels, fire and police stations, hospitals and establishments of similar nature. Access to these facilities shall be continuous and unobstructed unless otherwise approved by the jurisdictional authority.

Safe and adequate pedestrian zones and public transportation stops, as well as pedestrian crossings of the work site at intervals not exceeding 300 feet (90m), also shall be maintained unless otherwise approved by the Engineer.

Vehicular access to residential driveways shall be maintained to the property line except when necessary construction precludes such access for reasonable periods of time. If backfill has been completed to such extent that safe access may be provided, and the street is opened to local traffic, the Contractor shall immediately clear the street and driveways and provide and maintain access.

The Contractor shall cooperate with the various parties involved in the delivery of mail and the collection and removal of trash and garbage to maintain existing schedules for these services.

Grading operations, roadway excavation and fill construction shall be conducted by the Contractor in a manner to provide reasonably satisfactory surface for traffic. When rough grading is completed, the roadbed surface shall be brought to a smooth even condition satisfactory for traffic.

Unless otherwise authorized, work shall be performed in only one-half of the roadway at one time. One-half shall be kept open and unobstructed until the opposite side is ready for use. If one-half a street only is being improved, the other half shall be conditioned and maintained as a detour.

The Contractor shall include in its bid all costs for the above requirements.

7.4.2 Storage of Equipment and Materials in Public Streets.

Construction materials may not be stored in streets, roads or highways for more than five days after unloading. All materials or equipment not installed or used in the construction within five days after unloading shall be stored elsewhere by the Contractor at its expense unless authorized additional storage time.

Construction equipment shall not be stored at the work site before its actual use on the Work nor for more than five days after it is no longer needed on the Work. Time necessary for repair or assembly of equipment may be authorized by the jurisdictional authority.

Excavated material, except that which is to be used as backfill in the adjacent trench, may not be stored in public streets, roads or highways unless otherwise permitted in superior parts of the Contract Documents. After placing backfill, all excess material shall be removed immediately from the site.

7.4.3 Street Closures, Detours, Barricades.

The Contractor shall comply with all applicable State, County and City requirements for closure of streets. The Contractor shall provide barriers, guards, lights, signs, temporary bridges, flag persons and watchpersons, advising the public of detours and construction hazards. The Contractor shall also be responsible for compliance with additional public safety requirements which may arise during construction. The Contractor shall furnish and install, and upon completion of the Work, promptly remove all signs and warning devices.

At least 48 hours in advance of closing, partially closing or of reopening any street, alley or other public thoroughfare, the Contractor shall notify the Police, Fire, Traffic and Engineering Departments of the jurisdictional agencies involved, and comply with their requirements. Deviations must first be approved in writing by the proper agency.

The Contractor shall secure approval, in advance, from authorities concerned for the use of any bridges proposed by it for public use. Temporary bridges shall be clearly posted as to load limit, with signs and posting conforming to current requirements set forth in the Traffic Manual published by the Department of Transportation, Business and Transportation Agency, State of California, covering "signs." This manual shall also apply to the street closures, barricades, detours, lights and other safety devices required.

7.4.4 Fencing of the Construction Area.

If fencing is required for the construction, Contractor shall furnish and install a temporary fence around the construction area as indicated on the Drawings. Temporary fencing shall be not less than six feet high, complete with metal or wood posts and all required bracing, truck gates, and pedestrian gates. Existing fencing may be utilized in the project fencing unless the height or condition of the existing fence will not meet the intent of the construction fence.

7.4.5 Illumination.

When any work is performed at night or where daylight is blocked off or obscured, the Contractor shall, at no expense to the District, provide artificial light sufficient to permit work to be carried on efficiently, satisfactorily and safely, and to permit thorough inspection. The access to the place of work shall also be clearly illuminated.

7.5 SAFETY OBSERVATIONS BY DISTRICT.

All aspects of job safety, with respect to Contractor's employees, subcontractors, suppliers or agents, and the public safety affected by Contractor's operations, shall be the total responsibility of the Contractor. The District's project relationship may or may not include direct on-site inspection of the Contractor's work. Even if on-site inspection is provided, continuous presence of the inspector or other of District's representatives shall not be an obligation under this Contract and shall not be expected. Furthermore, no special training or knowledge in the specific area of safety engineering or safety practices shall be required or

expected of Engineer or other District representative with regard to operations, workers or equipment for which they are not directly responsible.

When an District's representative observes, and has reasonable facility to recognize a matter that he/she might reasonably expect to be, or have the potential of being in violation of the Construction Safety Orders, or the approved manual or plan for traffic control, the following procedures will be followed to the extent practicable:

7.5.1 Safety Notification Advisory.

An advisory will be given, in writing, to the Contractor's designated safety representative, if any, or to the person in effective charge. The suspected unsafe condition will be simply identified. Under no circumstances will the Contractor be instructed as to HOW to correct any safety deficiency and any instructions which may be erroneously elicited from District's representative shall be considered unauthorized and null and void.

7.5.2 Stop Work Advisory.

If the Contractor takes no remedial action, or if the action taken is or may be inadequate, and if the circumstances give District's representative reasonable facility to know it, District's representative may elect to issue a SAFETY STOP WORK ADVISORY requesting that the Contractor voluntarily stop work until the safety matter is resolved.

7.5.3 No Extra Compensation For Safety Related Work Stoppage.

If Contractor continues to work without remedy after receiving a SAFETY STOP WORK ADVISORY, it shall provide District's representative with a written refusal stating the Construction Safety Order provisions, Traffic Manual provisions or other applicable regulations that it believes to substantiate a proper and legal justification to continue. If Contractor refuses or fails to give such written refusal and substantiation, or fails to take remedial action immediately as promised, the affected work shall be immediately suspended for cause.

7.5.4 Contractor's Refusal of Safety Stop Work Advisory.

California Occupational Safety and Health Authorities, or other applicable authority, will be notified and asked to inspect the job site in all cases when a written refusal and substantiation statement has been given by the Contractor or work has been suspended for cause after the previously described steps have been followed. In either case, District's representative will give written notification to the Contractor that the work place is presumed unsafe by District and said representative will leave the site until a ruling is received from the authorities.

7.5.5 Notification of OSHA or Other Applicable Authority.

In any event, District reserves the right and will so instruct its representatives to suspend the work for cause immediately, without prior notice, in any situation it considers to present a clear and present danger to anyone.

7.5.6 District Will Suspend Work When Necessary.

When Contractor stops work voluntarily pursuant to a SAFETY STOP WORK ADVISORY, it shall not be eligible for extra work compensation or time extension. Likewise, no extra compensation or time extension will be due Contractor in cases where work has been suspended for cause.

7.6 DISTRICT CONTRABAND CONTROL PROGRAM.

The District has developed a policy and program which states, in part, "The use, possession, transportation, or sale of narcotics, illegal drugs, controlled substances, synthetic or designer drugs, drug paraphernalia, firearms, weapons, alcohol, or other items of contraband, by any employee or contractor while on duty, or while on District premises or in any District vehicle, or on any customer's jobsite is prohibited. The only exception shall be medication taken as prescribed by a licensed physician by the person possessing or using such medication." This policy shall be strictly enforced.

8. CONTRACT INITIATION AND COMPLETION; DELAYS, CHANGES AND EXTRA WORK; PROGRESS AND FINAL PAYMENT

8.1 TIME AND ORDER OF PERFORMANCE.

8.1.1 General.

Time is of the essence of this Contract ("Time" is defined herein as the time(s) specified by the bidder in the Bidding Provisions within which he would perform if awarded the Contract, and if there be no such specific designation, "Time" shall be the time for completion designated in the Contract Completion Schedule which may be stated in the Bidding Provisions or other Contract documents.) The Contractor shall at all times employ such force, equipment, plant, materials and/or tools as will be sufficient, in the opinion of the District, to complete the performance of the Contract and every part thereof within the time limit(s) fixed by the Contract. If, in the opinion of the District, the Contractor should fail to employ sufficient force, equipment, plant, materials and tools, or to maintain adequate progress toward meeting said time limits, it may, after such failure, be required to increase the efficiency, capacity or character of its equipment, or to modify its plans and procedure in such manner and to such extent as the District may direct. No extension of time shall be made for ordinary delays or accidents, and the occurrence of such delays or accidents shall not relieve the Contractor from the necessity of maintaining the required progress. In case of an extension by the District of the time for the completion of the Contract, as hereinafter provided, a revised schedule of progress may be prescribed by the District in accordance with such extension of time.

It shall be understood and agreed by the Contractor hereunder that no material shall be delivered and/or on-site work commenced until Contractor is given written Notice to Proceed by the District. It shall be further understood and agreed by the Contractor that its performance hereunder must be coordinated by the District with other work in progress in the immediate vicinity; that unavoidable delays may occur and that the time schedule as set forth in the Bidding Provisions or other Contract documents shall be subject to adjustment by the District, all at no additional cost to the District.

8.1.2 Completion and Acceptance.

The Facility shall be substantially complete upon the satisfaction of all of the following conditions:

- (a) (i) The performance of the Work outlined in the Technical Provisions and the Contract Document is complete with the exception of those items specified in a punch list delivered by Contractor to District pursuant to clause (d) of this 8.1.2.1, (ii) performance testing of the Facility has been completed in accordance with the Test Procedures; and (iii) the Facility is ready to be operated in the manner for which the Facility was intended; and
- (b) Contractor shall have delivered to District the required documentation; and
- (c) The Facility, Facility Sites, and District's rights therein are free and clear of all liens, claims, security interests or encumbrances created by Contractor, its subcontractor, sub-subcontractors, their agents and employees or otherwise arising out of the Work; and
- (d) Contractor shall have delivered to District a punch list, listing all items of the Work not yet completed and the cost of completing each of such items, the aggregate cost of completing all of such items does not exceed \$10,000 and such incomplete portion of the Work does not, and will not at any time during its completion, impair the normal daily operation of the Facility in any way; and
- (e) Contractor shall have delivered to District its certificate that all of the preceding conditions in this 8.1.2.1 have been satisfied.

Once District has determined that all of the preceding conditions of this 8.1.2.1 have been satisfied, District shall signify its determination that the foregoing conditions have been satisfied and accept the Facility, subject to Final Acceptance in accordance with 8.1.1.1 hereof, by delivering to Contractor notice of such acceptance accompanied by the payment required by Section 8.8 hereof; and Contractor shall turn over care, custody and control and operation of the Facility to District. The date upon which Contractor submits the certificate referred to in (e) herein shall be the Substantial Completion Date, provided District accepts the Facility as set forth above.

8.1.2.2 Final Acceptance.

The Work will be inspected by the Engineer for acceptance upon receipt of the Contractor's written assertion that the Work has been completed. The following criteria will be used in judging whether the Work has been completed:

- (a) Performance of the Work is one hundred percent (100%) complete, including completion of all punch list items;
- (b) Contractor shall have delivered all documentation required to be delivered prior to Final Acceptance and the documentation required by Section 8.8.7 hereof;
- (c) The Facility, the Facility Sites, and District's rights therein are free and clear of all liens, claims, security interests or encumbrances created by Contractor, its subcontractors, sub-subcontractors, their agents and employees;

- (d) Contractor shall have delivered to District the Contractor's certificate that all of the preceding conditions have been satisfied; and
- (e) District has determined that all of the preceding conditions have been satisfied.

If, in the Engineer's judgment, the Work has been completed and is ready for acceptance, it will so certify to District's Board, which may accept the completed Work. The Engineer will, in its certification, give the date when the Work was completed and this will be the date when the Contractor is relieved from responsibility to protect the Work.

8.2 CONTRACT EXECUTION, PRECONSTRUCTION CONFERENCE, COMMENCEMENT OF CONTRACT COMPLETION TIME AND NOTICE OF AUTHORIZATION TO PROCEED.

Unless otherwise specified in superior parts of the Contract Documents, a preconstruction conference will be held within 10 working days following award of the Contract.

If the Contractor fails to fully execute (in approvable form) the Contract within ten (10) working days after award through no fault or failure of District, the contract completion time shall automatically begin the day following said 10th working day.

A Notice to Proceed will be issued after the execution of all Contract Documents (including bonds and insurance). The Contract shall be deemed fully executed and valid and the contract completion time shall begin on the date written Notice to Proceed is received by the Contractor, which will normally be the date of the preconstruction conference. If the Notice to Proceed is delivered by mail, the effective date of notice shall be the date of receipt by Contractor but in no event more than 48 hours after the time posted in the United States Mail. Telephone notice will also be given on the day of mailing.

If the District finds it necessary, it may delay issuance of Notice to Proceed for at least 30 days without additional obligation to Contractor. **District may rescind award of the Contract at any time during said 30-day period if it deems it necessary.**

8.3 TIME OF COMPLETION.

8.3.1 General.

The Contractor shall complete the Work within the time set forth in the Contract Execution form. The Contractor shall complete each portion of the Work within such time as set forth in the Contract for such portion. Unless otherwise specified in superior parts of the Contract Documents, the time of completion of the Contract shall be expressed in working days.

8.3.2 Allowable Working Day.

An allowable Contract working day is any day within the period between the start of the Contract time as defined in subsection 8.2 and the date of the ending last numbered work day for completion or upon final inspection and field acceptance by the District of all Work provided for in the Contract, whichever occurs first, excluding:

1. Saturday;
2. Sunday;

3. Any other day designated as a holiday in a Master Labor Agreement entered into by the Contractor or on behalf of the Contractor as an eligible member of a Contractor Association;
4. Any day the Contractor is prevented from working at the beginning of the workday for cause as defined in subsection 8.6;
5. Any day the Contractor is prevented from working during the first 5 hours of the work day with at least 60 percent of the normal work force for cause as defined in subsection 8.6.

8.3.3 Contract Time Accounting.

The Engineer will make a daily determination of each working day to be charged against the Contract time. These determinations may be discussed with the Contractor and the Contractor will be furnished a periodic statement showing the allowable number of working days of contract time, as adjusted, at the beginning of the reporting period. The statement will also indicate the number of working days charged during the reporting period and the number of working days of contract time remaining. If the Contractor does not agree with the statement, the Contractor must file a written protest within 15 days after receipt, setting forth the facts of the protest. Otherwise, the statement will be deemed to have been accepted and applicable to the Contract.

8.4 CONSTRUCTION SCHEDULE AND CASH FLOW SCHEDULE.

After notification of award and prior to start of any work, the Contractor shall submit to the Engineer for approval its proposed construction schedule and estimated progress payment cost schedule. The construction schedule shall be in the form of a tabulation, chart or graph and shall be in sufficient detail to show the chronological relationship of all activities of the project including, but not limited to, estimated starting and completion dates of various activities, submittal of shop drawings to the Engineer for approval, procurement of materials and scheduling of equipment. The construction schedule shall recognize the requirements of subsection 8.6. The construction schedule shall reflect completion of all Work under the Contract within the specified time and in accordance with these Specifications. The cash flow schedule should show the projected amounts completed and estimated payment request for each month of the construction progress schedule.

Unless otherwise provided in superior parts of the Contract Documents, the contract time shall commence upon the date of Notice to Proceed per subsection 8.2. The actual Work shall start within 15 days thereafter, and be diligently prosecuted to completion within the time provided in the Contract.

If the Contractor desires to make a major change in the method of operations after commencing construction, or if the schedule fails to reflect the actual progress, it shall submit to the District a revised construction schedule in advance of beginning revised operations.

8.5 LIQUIDATED DAMAGES.

Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the District. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for completion of the Work, the Contractor shall pay to the District, or have withheld from monies due it, the sum of \$500, unless otherwise provided in the Specifications.

Execution of the Contract shall constitute agreement by the District and Contractor that \$500 per day is the minimum value of the costs and actual damage caused by failure of the

Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.

In accordance with Government Code section 4215, the Contractor shall not be assessed liquidated damages for any delay in completion of the project if such delay is caused by failure of the District to provide for removal or relocation of existing utility facilities. Likewise, other delays caused by District, through no fault or control of the Contractor, shall not cause liquidated damages to be assessed.

8.6 DELAYS.

8.6.1 Beyond Control of Contractor.

If delivery or performance shall be delayed as consequence of acts of God including qualifying inclement weather and results thereof or the public enemy, acts of the Government, strikes, fires, floods, freight embargoes or other unforeseeable causes beyond the control and without the fault or negligence of the Contractor (all of which shall be determined by the District, whose determination and certification thereof shall be binding and conclusive upon the Contractor), the Contractor shall be entitled to so much additional time to perform and complete the Contract on its part as the District shall certify in writing to be just.

Simple failure of subcontractors and/or material and equipment suppliers to meet necessary or promised schedules shall not be considered beyond the control of the Contractor and will not normally be recognized as justification for extension of time. Contractor should execute suitable, enforceable damage provisions with subcontractors and/or material and equipment suppliers and will be presumed by District to have done so.

8.6.2 Application for Extension of Time.

Application for extension of time must be made to District promptly, in writing, stating cause. No delay shall be made on the basis of any application for extension of time, unless such delay and the causes thereof shall have been called to the attention of the Engineer in writing within ten (10) days immediately following the end of such delay.

8.6.3 No Implied Waiver.

Permitting the Contractor to continue to complete the delivery of the equipment and/or material or any part thereof after the date fixed herein for delivery to be completed or after expiration of any extension of said time, shall in nowise operate as a waiver on the part of the District of any of its rights under this Contract.

8.6.4 No Extra Compensation.

The Contractor shall receive no compensation on account of any suspension of deliveries, and/or performance of work, either in whole or in part, or for any delay or hindrance herein mentioned, except as provided elsewhere in superior Contract Document sections.

8.6.5 Acts of God.

Nothing herein shall be construed to require the Contractor to be responsible for the cost of repairing or restoring damage to the Work in excess of five percent of the Contract amount, if such damage is proximately caused by an act of God, as defined in California Public Contract Code section 7105. This subsection shall not apply to construction contracts financed by revenue bonds.

8.7 CHANGES IN THE WORK.

8.7.1 Changes Requested by the Contractor.

8.7.1.1 General.

Changes in specific methods of construction may be made at the Contractor's request when approved in writing by the Engineer. A FIELD MEMORANDUM form, or other acceptable written instrument, shall be used by Contractor to request the change.

Changes in the Contract Documents, requested in writing by the Contractor, which do not materially affect the Work and which are not detrimental to the Work or to the interests of the District, may be granted by the District to facilitate the Work, when approved in writing by the Engineer.

8.7.1.2 Payment for Changes Requested by the Contractor.

Except as provided in section 8.7.2, if such changes are granted, they shall be made at a reduction in cost or at no additional cost to the District. Nothing herein shall be construed as granting a right to the Contractor to demand acceptance of such changes.

8.7.2 Changes Initiated by or Accepted by the District.

If the District finds it impracticable to comply with or wishes for any reason to change any lawful provision of the Contract Documents, it may prescribe a modification of requirements or methods of the Work; and for such purposes, the District may, at any time during the life of the Contract, by written order, make such changes as it shall then find necessary in the design, line, grade, form, location, dimensions, plan or material of any part of the Work or equipment to be furnished. If such changes increase or diminish the quantity or amount of work to be done, they shall not constitute the basis for a claim for damages or anticipated profits on the Work that may be dispensed with; provided, that if such changes or alterations render useless any work already done or material already furnished or used in the Work, the District shall make reasonable allowance therefor, which action shall be binding upon both parties.

Minor changes, not constituting essential change in detail, character, scope or extent of work, may be made by FIELD MEMORANDUM issued by the Engineer. A FIELD MEMORANDUM may also be used as a precursor, by both District and Contractor, to record understanding or requests for consideration of CONTRACT CHANGE ORDER. Changes in the detail, character, scope or extent of work, which alter the basis for compensation, shall be by CONTRACT CHANGE ORDER.

In the event of increasing or decreasing of work, pursuant to Public Contract Code section 7105 or for any other reason, the total amount of work actually done or materials or equipment furnished shall be paid for according to the price established in

the Contract. In the event no price is so established, the cost shall be covered as hereinafter provided for extra work.

8.7.2.1 Payment for Approved Changes in the Work.

- A. Contract Unit Prices. If a change is ordered in an item of work covered by a contract unit price, and such change does not involve substantial change in the character of the Work from that shown by the Contract Documents, then an adjustment in payment will be made based upon the increase or decrease in quantity and the contract unit price.

If a change is ordered in an item of work covered by a contract unit price, and such change does involve a substantial change in the character of the Work from that shown by the Contract Documents, an adjustment in payment will be made in accordance with item C of this subsection.

Should any contract item be deleted in its entirety, payment will be made only for substantial and proportionately fair actual costs incurred prior to notification of such deletion.

- B. Stipulated Unit Prices. In special cases, stipulated unit prices may be established by the District in the Contract Documents, as distinguished from contract unit prices submitted by the Contractor.

When applicable, stipulated unit prices may be used for the adjustment of contract changes.

- C. Agreed Prices. Adjustments in payments for changes other than those set forth hereinabove will be determined by agreement between Contractor and the District. If unable to reach agreement, the District may direct the Contractor to proceed on the basis of "Extra Work" in accordance with the following subsections.

8.7.3 Extra Work.

8.7.3.1 General.

New or unforeseen work will be classified as "Extra Work" when the District agrees that it is not covered by contract unit prices, stipulated unit prices or agreed prices.

8.7.3.2 Payment for Extra Work.

- A. General. When the price for the extra work cannot be agreed upon, the District will pay for the extra work based on the accumulations of costs determined under the following provisions.
- B. Daily Reports by Contractor.

- (1) General. At the close of each working day, the Contractor shall submit a daily report to the District, on forms approved by the District, together with applicable delivery tickets, listing all labor materials and equipment involved for that day, and for other services and expenditures when authorized. An attempt shall be made to reconcile the report daily, and it shall be signed by the Engineer and the Contractor. In the event of disagreement, pertinent notes shall be entered by each party to explain points which cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by subcontractors or others shall be submitted through the Contractor.
- (2) Labor. The report shall show names of workers, classifications and hours worked.
- (3) Material. The report shall describe and list quantities of materials used.
- (4) Equipment. The report shall show type of equipment, size, identification number and hours of operation, including loading and transportation, if applicable.
- (5) Other Services or Expenditures. Other services and expenditures shall be described in such detail as the District may require.

C. Basis for Establishing Costs.

- (1) Labor. The cost of labor will be the actual cost for wages prevailing locally for each craft or type of workers at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds and other direct costs resulting from Federal, State or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra work cost will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.
- (2) Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available and delivered to the job site in the quantities involved plus sales tax, freight and delivery.

The District reserves the right to approve materials and sources of supply, or to supply materials to the Contractor if necessary for the progress of the Work. No markup shall be applied to any material provided by District.

- (3) Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement cost of \$100 or less. Regardless of ownership, the rates to be used in determining

equipment rental costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the Work is performed.

The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance and all incidentals.

Necessary loading and transportation costs for equipment used on the extra work shall be included.

If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the District than holding it at the work site, it shall be returned, unless the Contractor elects to keep it at the work site at no expense to the District.

All equipment shall be acceptable to the Engineer, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and manufacturer's approved modifications shall be used to classify equipment and it shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

The reported rental time for equipment already at the job site shall be the duration of its use on the extra work, commencing at the time it is first put into actual operation on the extra work, plus the time required to move it from its previous site and back or to a closer site.

- (4) Other Items. The District may authorize other items which may be required on the extra work. Such items include labor, services, material and equipment which are different in their nature from those required for the Work and which are of a type not ordinarily available from the Contractor or any of the subcontractors.
- (5) Invoices. Vendor's invoices for material, equipment rental and other expenditures shall be submitted with the request for payment. If the request for payment is not substantiated by invoices or other documentation, the District may establish the cost of the item involved at the lowest price which was current at the time of the report.

D. Allowable Markup.

- (1) Work by Contractor. No more than the following percentages shall be added to the Contractor's costs for that category and shall constitute the markup for all overhead and profits:

<u>Category</u>	<u>Percentage</u>
Labor	20
Materials	15

Equipment Rental	15
Other Items and Expenditures	15

To the sum of the costs and markups provided for in this subsection, one percent shall be added as compensation for bond and liability insurance.

- (2) Work by Subcontractor. When all or any part of the extra work is performed by a subcontractor, the markups established for Contractor may be applied to the subcontractor's actual cost (proved in the same manner as required for Contractor) of such work, to which a markup of five percent on the subcontracted portion of the extra work may be added by the Contractor.

8.7.4 Changed Conditions.

The Contractor shall notify the District in writing of the following work site conditions, hereinafter called "Changed Conditions," promptly upon their discovery and before they are disturbed:

- (1) Subsurface or latent physical conditions differing materially from those represented in the Contract Documents, and
- (2) Unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the character of work being performed.

The Engineer will promptly investigate conditions when notified or any conditions discovered by it which appear to be Changed Conditions. If the Engineer determines that the conditions are Changed Conditions and that they will materially increase or decrease the costs of any portion of the Work, a change order will be issued adjusting the compensation for such portion of the Work in accordance with subsection 8.7.2. If the District determines that conditions of which it has been notified by the Contractor do not justify an adjustment in compensation, the Contractor will be so advised in writing. Should the Contractor disagree with such determination, it may submit a notice of potential claim to the District as provided in subsection 8.7.5.

The Contractor's failure to give notice of changed conditions promptly upon their discovery and before they are disturbed shall constitute a waiver of all claims in connection therewith.

8.7.5 Disputed Work.

If unable to reach agreement under any of the foregoing procedures, the District may direct the Contractor to proceed with the Work. Contractor shall submit to District a claim, substantially complying with the provisions set forth in the Government Tort Claims Act (Govt. Code, ' 800, et seq.). Payment shall be as later determined by mutual agreement or as fixed in a court of law.

Although not to be construed as proceeding under extra work provisions, the Contractor shall keep and furnish records of disputed work in accordance with subsection 8.7.3.

8.7.6 Changed and Extra Work Subject to All Provisions of the Contract.

Any changes in or extra work performed hereunder shall be subject to all of the provisions of the Contract and considered a part thereof, and the Contractor's sureties shall be bound with reference thereto as under the original Contract.

8.8 PROGRESS AND FINAL PAYMENT.

8.8.1 Payment Only in Accordance With Contract.

The Contractor shall not demand or be entitled to receive payment for the Work to be performed and/or equipment and/or materials furnished, or any portion thereof, except in the manner set forth in this Contract; nor unless each and every one of the promises, agreements, stipulations, terms and conditions herein contained to be performed, kept, observed and fulfilled on the part of the Contractor shall have been performed, kept, observed and fulfilled and the District shall have accepted the Work.

8.8.2 Sales and Use Taxes.

It is agreed that the contract price includes allowance for payment of all necessary fees, charges and taxes and the Contractor shall pay all taxes, charges and fees of any nature due and payable by the District or by the Contractor to the State of California and its political subdivision or to any charter city, and all taxes, charges and fees of every nature due and payable by the District or by the Contractor to the United States of America or any of its agencies in connection with any or all of the Work or equipment provided for in the Contract. This shall include, but not be limited to sales taxes and use taxes.

8.8.3 Monies to be Retained for District Expenses.

The District may keep, without necessity of Contractor agreement, any monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses or damages as determined by the District, incurred by the District for which the Contractor is liable under the Contract. The District shall also withhold all forfeited funds pursuant to Labor Code section 1727.

8.8.3.1 Expenses Resulting From Contractor's Failure to Meet the Contract Completion Schedule.

District's expenses, of any nature, attributable to failure of Contractor to meet the Contract Completion Schedule shall be so withheld.

8.8.4 Partial Estimates and Payments.

Each month the Contractor shall submit to the District a written request for payment, on the form provided in Part 2, together with such supporting data as the District may request, covering the amount of work then completed. Such request and supporting data shall be submitted by Contractor so that it is received by District no later than the 25th day of the month preceding the month in which payment will be made. Upon approval by District, payment in the amount of ninety percent (90%) of the estimated value of such work and of equipment and materials legally and constructively delivered to the job site, and certified by Contractor into control and ownership of District, will be made by the last day of the month following the month in which request for payment is

made. Contractor shall submit evidence satisfactory to District, of ownership of equipment and materials for which it is requesting payment.

8.8.5 Withheld Contract Funds.

As provided in Public Contract Code section 22300, Contractor may, at its sole cost and expense, substitute securities equivalent to any monies withheld by the District to insure performance under the Contract. Such securities shall be deposited with the District or with a state or federally chartered bank as escrow agent who shall pay such monies to the Contractor upon satisfactory completion of the Contract. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. Securities eligible for investment under this section shall include those listed in Government Code section 16430 or bank or savings and loan certificates of deposit. Contractor shall execute the Escrow Agreement for Security Deposits in Lieu of Retention form, if it elects to use this provision.

8.8.6 Unpaid Claims.

Pursuant to section 3184 of the California Civil Code, upon or before completion of work agreed to be performed or at any time prior to the expiration of the period within which claims may be filed for record, certain persons claiming to have performed labor or furnished material, supplies or services toward the performance of this Contract may file with the District a verified statement of such claim, stating in general terms the kind of labor and materials and the name of the person to or for whom the same was performed or furnished or both, together with a statement that the same has not been paid. If so, or if any person brings any action against the District or against any officer thereof to enforce such claim, the District shall withhold from the money under its control so much of said money due or to become due to the Contractor under this Contract as shall be sufficient to satisfy and discharge the amount claimed and potential costs of suit, but in no event less than one and one-fourth (1 1/4) times the amount claimed. However, if the District in its discretion permits the Contractor to file such additional bond as is authorized by section 3196 of the Civil Code in a penal sum equal to 125% of the amount of the claim, the District shall not thereafter withhold said money on account of the claim.

8.8.7 Final Estimate and Payment.

Whenever, in the opinion of the District, the Contractor has completely performed the Contract on its part, the District shall cause to be filed on behalf of the District in the Office of the County Recorder, a Notice of Completion of the Work herein agreed to be done by the Contractor. The District will also prepare a final estimate of all the Work done by the Contractor and compute therefrom the total value of the Work done by the Contractor, from which it will deduct all previous partial payments made to the Contractor under this Contract, which sum shall be the final payment due the Contractor and which shall be paid thirty-five (35) days after the date of filing the Notice of Completion as aforesaid, providing that the following conditions have been met. It shall be understood and agreed by the Contractor that all partial payments are estimates only and may be revised, adjusted and corrected at the time of computing the final payment. Contractor shall pay and satisfy District that it has paid all bills for labor, materials, lands, licenses and other expenses for which the District might be sued, or for which a lien or stop notice might be filed, and this shall be a condition precedent to final payment by the District to the Contractor. Contractor shall, before it shall be entitled to the said final payment, also execute and file with the District a release upon

the form provided by District, releasing the District from all claims or liability relating to undisputed Contract amounts or work related to such amounts. No claim shall be made or be filed and the District shall not be liable or held to pay any money, except as specifically provided by this Contract.

8.8.8 Recovery of Damages.

The making of an estimate and payment in accordance therewith shall not preclude the District from demanding and recovering from the Contractor such damages as it may sustain by reason of Contractor's failure to comply with the Contract Documents.

8.9 ACCEPTANCE OF THE WORK NOT A WAIVER.

Neither the acceptance by the District nor any order, measurements or certificates by the Engineer, nor any payment of money by the District, nor any payment for or acceptance of the whole or any part of the Work by the District, nor any extension of time, nor any possession taken by the District shall operate as a waiver of any portion of this Contract or of any power herein provided; nor shall any waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach.

9. SUBCONTRACTING AND EMPLOYMENT

9.1 SUBCONTRACTS.

9.1.1 Authority.

Reference is hereby made to the provisions of The Subletting and Subcontracting Fair Practices Act (Public Contract Code, sections 4100, et seq.), which are incorporated herein and made a part hereof by this reference.

9.1.2 Contractor to Submit Subcontracts to District.

A copy of each subcontract, if in writing, or if not in writing then a written statement signed by the Contractor, giving the name of the subcontractor, and the terms and conditions of such subcontract, shall be filed with the District before the subcontractor begins work. Each subcontract shall contain a reference to this Contract between the District and the Contractor, and all parts thereof shall be made a part of such subcontract insofar as applicable to the Work covered thereby. Each subcontract shall provide for its annulment by the Contractor at the order of the District, if, in the District's opinion, the subcontract fails to comply with the requirements of the principal Contract insofar as the same may be applicable to its work. Nothing herein contained shall create any contractual relation between any subcontractor and the District or relieve the Contractor of any liability or obligation hereunder.

9.2 NO DISCRIMINATION IN EMPLOYMENT.

Contractor shall not discriminate in the employment of persons upon the Contract Work because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex of such persons, except as provided by Government Code section 12940. Contractor shall cause an identical clause to be included in every subcontract for Contract Work and Contractor hereby stipulates that such conditions shall be required of its subcontractors by incorporation of this Contract, per subsection 9.1.2 with or without said separate identical clause.

9.3 EIGHT HOUR LAW.

Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the Work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half times the basic rate for all hours worked in excess of eight hours per day. The Contractor shall forfeit to the District, as a penalty, \$25.00 for each worker employed in the execution of this Contract by it, or by any subcontractor under it, for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week without such compensation for overtime in violation of the provisions of said Labor Code.

9.4 PREVAILING RATES OF WAGES AND PAYROLL RECORDS.

As indicated in the Notice Inviting Bids, the District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to execute the Contract. Copies of the prevailing rates of per diem wages are on file at District's office and are available to any interested party.

Contractor shall forfeit to District, as a penalty, \$50.00 for each calendar day, or portion thereof, for each worker paid less than the same per diem wage for any work done under the Contract by it or by any subcontractor under it in violation of the provisions of the Labor Code. It is hereby stipulated by and between District and Contractor that Contractor will comply with the provisions of Labor Code section 1775. The term "per diem wages" shall be deemed to include travel and subsistence payments which are required by California Labor Code section 1773.8, to be paid to each worker performing work under the Contract.

Contractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice or worker employed. Such records shall be available for inspection at all reasonable hours and a copy shall be made available to employee or employee's authorized representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards in compliance with Labor Code section 1776. Upon written notice from District or the Division of Labor Standards Enforcement, Contractor shall within 10 days file with District a certified copy of the payroll records. Contractor shall cause an identical clause to be included in every subcontract for Contract Work.

9.5 MANDATORY CERTIFICATION OF CONTRACTOR AND EMPLOYMENT OF APPRENTICES.

This Contract shall not prevent the employment of properly indentured apprentices in accordance with the California Labor Code, and no employer or labor union shall refuse to accept otherwise qualified employees as indentured apprentices on the Work performed hereunder solely on the ground of race, creed, national origin, ancestry, color, sex or sexual orientation. Every qualified apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which he/she is employed, and shall be employed only in the craft or trade to which he/she is indentured.

If Labor Code section 1777.5 applies to the Contract Work, the Contractor and any subcontractor hereunder who employ workers in any apprentice able craft or trade shall apply to the joint apprenticeship council administering applicable standards for a certificate approving the Contractor or subcontractor for the employment and training of apprentices. Upon issuance of this certificate, the Contractor and any subcontractor shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the Work hereunder.

The parties expressly understand that the responsibility for compliance with this Section and with sections 1777.5, 1777.6 and 1777.7 of the California Labor Code, in regard to all apprentice able occupations, lies with the Contractor hereunder.

In accordance with Labor Code section 1773.3, the District will send notice of the award of this Contract to the Division of Apprenticeship Standards within 5 days after award if the Contract is awarded to a general contractor in the amount of at least \$30,000 and involves at least 20 working days, or is awarded to a specialty contractor in the amount of \$2,000 and involves at least five (5) working days, if such general or specialty contractor employs workers in an apprentice able craft or trade.

9.6 PAYMENT OF WAGES.

The issuance of payment for wages of any evidence of indebtedness is prohibited unless the same is negotiable and payable on demand without discount. Wages must be paid at least semi-monthly on regular pay days established in advance, and shall include all amounts for labor or services performed by employees of every description as required under the California Labor Code.

10. GENERAL CONSTRUCTION REGULATIONS AND CONTROLS

10.1 LINES, GRADES AND MEASUREMENTS.

10.1.1 General.

Basic control surveying for the purposes of design of the project has been done under the authority of District and is appropriately represented in the applicable Contract Documents. The actual surveying for construction may be furnished by the District or may be made the responsibility of the Contractor. Unless otherwise specified in superior parts of the Contract Documents, construction surveying will also be provided by District.

10.1.2 Basic Control Surveying.

Basic control shall include the land surveying data from which the Design Drawings have been prepared. Basic control does not include the detailed construction surveying for line and grade commonly known as construction staking. Basic control will include the land net data and benchmark data as shown by the Construction Drawings. The benchmarks and control points which relate to the stationing, bearings, distances and elevations shown by the Drawings, and on which the detailed construction staking shall be based, will be clearly marked in the field by the Engineer.

10.1.3 Protection and Replacement of Basic Control and Other Survey Markers, Monuments and Lot Corners.

The Contractor shall notify the Engineer at least seven (7) days before starting work in order that the Engineer may take necessary measures to insure the preservation of the survey monuments and benchmarks associated with the basic control survey data. Contractor shall not disturb permanent survey monuments or benchmarks without the consent of the Engineer, Contractor shall bear the expense of replacing any that may be disturbed without permission. Such replacement of basic control survey monumentation and benchmarks shall be done only by the Engineer, at its prevailing rates, at Contractor's expense.

The Contractor shall preserve all other land net monuments, property line and corner survey markers, except where their destruction is reasonably unavoidable, and the Contractor is proceeding in accordance with accepted practice. Such markers and monuments that otherwise are lost or disturbed by Contractor's operations shall be replaced at its expense by a Civil Engineer (registered prior to January 1982) or Land Surveyor registered by the State of California, who shall be responsible for making the required fillings of Records of Survey or Corner Records. Copies of such Records of Survey or Corner Records shall also be given to District.

When a change is made in the finished elevation of the pavement of any roadway in which a permanent survey monument is located, Contractor shall adjust the monument cover to the new grade at no additional cost.

10.1.4 Detailed Construction Survey Staking.

10.1.4.1 General.

Unless otherwise provided in superior parts of these Contract Documents, all construction staking will be supplied by the Engineer or by other qualified engineering or surveying organizations designated by the District. When construction survey staking is specified by superior parts of the Contract Documents to be provided by Contractor, such surveying shall conform in all respects to the quality and practice required by the Engineer. All grade sheets must be prepared on a grade sheet form similar to that used by the Engineer.

Stakes may be set on an offset with a station and a corresponding cut or fill to finish grade (or flow line) indicated on standard form grade sheets and by witness lath. Where applicable, final grade stakes will be set to finish grade with the top colored with blue crayon (commonly referred to as "blue tops"). Contractor shall have a stake protector ("Guinea Hopper") on the job during all excavation and grading operations. All necessary resetting of grade stakes shall be at the Contractor's expense. Blue tops shall not be reused or driven down for any other purpose. Faulty work caused by such unauthorized use of blue tops shall be corrected at the expense of the Contractor. It is the option of the District as to whether grade and line are provided by blue tops, or by marking the cuts and fills on pavement (or the stakes) or by referring to stakes, drill holes, chisel cuts, etc., on a grade sheet.

It is not permissible for Contractor to set stakes for official grades and alignments shown on the Drawings unless permitted by Engineer and unless said staking is done by a Registered Engineer or a Licensed Land Surveyor. However,

Contractor may set such auxiliary stakes for its own purposes as it desires and it is required to set "guineas" (usually small stakes) or intermediate grades and to transfer grades from offset stakes, as necessary for the Work.

10.1.4.2 Survey Service Requests.

All requests for survey service must be made by the Contractor in writing on a form provided by Engineer. Extra survey service, for replacing lost or disturbed stakes, or for the Contractor's convenience, shall be at the Contractor's expense and District may withhold monies otherwise due the Contractor to pay for such extra surveying services. When the Engineer or Inspector is doubtful that the Contractor's lines or grades are correct, due to abuse of the reference points, or for any other reason, or the line or grade does not appear to check, he/she may order a recheck survey or a survey to provide additional control points, all at Contractor's expense when fault is confirmed. Care should be exercised to keep the necessity for extra survey requests to a minimum.

10.1.4.3 Earthwork Stakes.

Rough grade stakes will generally be set parallel to and on an offset to the operation being performed. The interval between stakes will be 50 feet (15m), or less if the project is less than 500 feet (150m) long. An attempt will be made to use a consistent and convenient offset, but this is not always possible due to interferences. A lath, serving as a witness marker, will be set adjacent to the stake marked to show identifying stations and offset distances. Along with the stakes and laths, a grade sheet will be issued to the Contractor and Inspector containing essential information such as: type of stake set, station, offset distance and cut or fill to a specific plan location.

For slopes, where heavy cuts or fills are to be constructed, a minimal amount of preliminary slope stakes and offset reference stakes will be furnished, together with a rough grade sheet, at a sufficient spacing to permit Contractor to utilize heavy equipment to economically approach the final grades to within approximately .20 of a foot (6mm). Witness marker laths identifying these stakes will show the difference in elevation between the slope stake and reference stake; distance between slope stake and reference stake; station of slope stake and reference stake; cut or fill and distance from slope stake to toe of cut or shoulder of fill; and slope ratio.

When Contractor achieves said rough grades, another set of stakes and grade sheets will be provided for final grading operations. The location and information for final stakes will vary depending on the requirements, such as proximity to final grades, proposed drainage bench or other improvements.

10.1.4.4 Staking for Pipeline, Utilities and Other Substructures.

Mainline water, sewer and storm drain pipe shall be laid from offset stakes. The offset will be determined by the Contractor, as approved by the Engineer, based on the equipment Contractor intends to use, depth of cut and type of soil encountered. Line and grade shall be transferred from these offset stakes by the Contractor, subject to checking by the Inspector. The offset stakes will be set at specified intervals, generally 50 feet (16.4m) or less for water and 25 feet (7.5m) or less for sewer and storm drain. At least three consecutive stakes shall be

used to establish line and grade, either in the trench or on the surface, to detect staking errors as disturbed stakes prior to laying pipe.

Other offset stakes along the mainline will be set at the following locations: existing joints, BC's and EC's of curves, and inlets, outlets and stubs of manholes or appurtenances. Offset and dimensional stakes shall also be used to locate other structures such as: lamp holes, clean out structures, valves, fire hydrants, air valves, blowoffs and special structures. A grade sheet will be issued describing the kind of stake, offset dimension or line indication, cut to flow line or special elevation, station and other special information.

For large diameter pipe, sloped excavations or cast-in-place structures where the offset distance makes it necessary to transfer grade with a surveying level, "blue tops" for line and grade are required in the trench in addition to the offset stakes. Trench bottom blue tops shall be set by the Contractor, subject to checking by the Inspector.

Stakes for house connections shall be set one foot (30cm) or more beyond the end of the pipe of the house connection line produced. Offset stakes may be set if the house connection is unusually long or is not on straight grade. If a general note on the Drawings calls for a uniform depth at property line then the stakes are set only for location. If a special depth is called out for any house connection, then both depth and location will be indicated. This and any other special information will appear on the grade sheet.

Staking for catch basins for storm drain systems are frequently included with the curb stakes. Usually one stake will be set on the curb stake line opposite the center of the catch basin. For catch basins over seven feet (2.1m) long, stakes shall also set opposite the ends of the proposed structure. If the curb stake line is too close to permit excavation for the catch basin without losing the stakes, the stake will be on a greater offset dimension. This will be noted on the witness lath and the grade sheet.

If there is no existing curb and no curb is to be constructed, stakes for small catch basins will be set five feet (1.5m) back of the future curb on the centerline, and five feet (1.5m) or more on each side of the centerline of the catch basin in order that the catch basin may be constructed to be on line with the future curb. For catch basins over seven feet (2.1m) long, stakes will be set opposite the ends of the structure in addition to the centerline stake. If no stations are shown on the plans, the stakes will be identified with letters.

A lateral pipe extending from a catch basin to a mainline transition or junction structure which is less than 25 feet (7.5m) in length, need not be staked unless the grade is less than half of one percent or there is a major line or grade change point required by the Drawings. Catch basin outlet elevations are determined either from the Drawings or the Standard Drawings. The Drawings will also indicate the elevation difference between the mainline and the connecting lateral inlet flow lines. The flow lines of lateral pipes shall be on a straight grade with their connecting structures, unless otherwise shown on the Drawings.

In most cases, the utility companies will use the Contractor's rough grade stakes for any relocation of services that are required. However, when necessary, a

separate set of stakes for utility purposes will be set before construction of the improvement begins.

10.1.4.5 Control of Bored and Jacked Casings.

When bored and jacked casings are specified, the equipment and first pipe will be checked by the Engineer to insure correct location and grade. Thereafter, periodic checks shall be made (at Contractor's expense) by the Contractor's Licensed Surveyor to insure that the required line and grade are being achieved. The Contractor's Surveyor shall keep and submit to Engineer a certified record of the grade and offset measurements for each pipe length showing conformance with tolerance limits. If Contractor fails to control the line and grade within the tolerances specified, it shall provide suitable remedy (including the possibility of complete reconstruction of the bore), as approved by the Engineer, at its own expense. The exit point shall be excavated and checked for line and grade, before the boring crew demobilizes, unless otherwise approved by the Engineer.

10.1.4.6 Bridges, Buildings and Retaining Walls.

Retaining wall and bulkhead stakes will usually be set on the upper side and at an offset distance great enough to allow for excavation. The offset distance will refer to a plumb face or other definite line of the wall or bulkhead that is constant throughout its length. Stakes will be set opposite the beginning and BC's and EC's, grade changes, angle points, changes of cross section in the wall or bulkhead, and at specified intervals in between. A grade sheet will be issued indicating the offset and will usually give two grades from each stake, one for the footing and the other for the top of the wall or bulkhead. After grading has been completed, the original stakes may be unusable for construction due to the height of the wall, or extensive offset distance. In such cases, footing stakes will also be set with offsets and grades to specific locations.

For major bridges and structures, stakes will be first set beyond the lines of excavation on the prolongation of the control lines of each abutment, pier or bent, which will be needed during construction. The Contractor should decide on an offset that will be convenient and will not encroach upon his construction activities.

After the stakes for construction are set, the Inspector and the Contractor's grade checker shall jointly review and understand to what location each offset and cut or fill stake is referred. If piles are required, the location of the pile line will be established and a temporary benchmark will be set at each end of the structure at pile cut-off elevation. In some cases, pile stakes may be combined with foundation stakes. Foundation stakes may be set to subgrade if the grade has been made. Piling cut-offs may not be marked if it is feasible for the Contractor to use the foundation stakes for this purpose. Temporary benchmarks may be placed at some even distance above the foundation to facilitate the Contractor's work. If starter walls are to be constructed as part of the foundation, it will be necessary for the Engineer to make a line and grade check of these forms prior to concrete placement. If starter walls are not utilized, it will be necessary to stake the bottom of the pier or abutment wall prior to forming or check the forms after they are set up to check the top and bottom for line and elevation. A convenient elevation should be transferred to the back of the form for the Contractor and Inspector to use in setting and

checking variable height, rebar, embedded items and pour strips. Other items that may be critical will be checked by the Engineer prior to concrete placement, these will include bearing plates, expansion joints, grade changes and wall openings. Contractor's surveyor shall make frequent checks during concrete placement to assure that the forms remain plumb, in line, on grade and that no shift or displacement is taking place. The walls or other component shall again be checked by Contractor's surveyor after concrete has been placed to verify that the plan requirements have been met. Falsework bent lines and temporary benchmarks shall be staked by the Contractor's surveyor for the Contractor's use in building the falsework. The falsework and dead load settlement and the design camber must be taken into account to meet the plan elevations when complete. Therefore, elevation checks on the bridge deck forms and girder locations shall be made frequently by Contractor's surveyor.

10.1.5 Grade and Alignment Tolerances.

Grade and alignment tolerances shall be as specified in Parts 5 through 8. In general, tolerances shall be per the SS Reference Specifications, except where Specialty Item Specifications supersede the SS tolerances. If the tolerances are to be different from the SS or if special tolerances apply, they will be listed in the Project Specific Specifications set forth in Parts 5 through 8.

The Inspector will be instructed to strictly enforce conformance with the allowable tolerances, with any variances therefrom allowable only when approved by the Engineer. Inspector's failure to catch tolerance violations, or enforce same, shall not operate to waive the required tolerances and, upon discovery of violation, Contractor shall provide proper remedy, as determined by Engineer, at Contractor's expense.

10.2 INSPECTION.

10.2.1 General.

The District shall not be obligated hereunder, and may or may not elect, to provide full time inspection of the Work. However, all materials and equipment furnished and all work performed shall be subject to rigid inspection by District. The District may designate key items of work which will be maintained in a viewable condition until inspection is provided. Work performed on such key items in the absence of inspection may be required to be removed and replaced under the proper inspection, with the entire cost of removal and replacement being borne by the Contractor, even if such work is not defective. Work covered up without authority of the Engineer shall, upon order of the Inspector, be uncovered to the extent required to permit inspection, repair or replacement and thereafter shall be recovered, all at the Contractor's sole cost.

The Contractor shall furnish the District every reasonable facility for ascertaining whether the Work is in accordance with the requirements and intentions of the Contract Documents, even to the extent of uncovering or taking down portions of finished work which have been previously approved or authorized to be covered. Should such previously approved work thus exposed or examined prove satisfactory, the uncovering or taking down and the replacing of the covering or the making good of the parts removed shall be included in the contract estimates and will be paid for at the contract prices for the kind of work done or as extra work, as determined by the District; but should the work exposed or examined prove unsatisfactory, the uncovering, taking down, replacing and making good shall be at the expense of the Contractor, and it shall

be charged with the cost to the District of any materials furnished by the District for the unsatisfactory work and its replacement in excess of the requirements for satisfactory original construction.

10.2.2 Designation of Inspection Responsibility.

The District has the final authority in all matters affecting the Work. Within the scope of the Contract, the Engineer designated by the District has the authority to enforce compliance with the Contract Documents. The Contractor shall promptly comply with instructions from the Engineer or other authorized representative of District.

The Engineer may designate an Inspector to function under its supervision. Said Inspector shall carry out the general duties of the Engineer, as its representative, to the extent that the District elects to undertake inspection of the Work and delegates authority to the Inspector. The general duty and authority of the Engineer and/or its representatives is set forth in Section 2.

10.2.3 Inspector's Working Hours and Overtime Costs.

The District requires that the Inspector's working day shall be 8 hours. The Inspector shall coincide his/her working hours with those of the Contractor to the extent necessary, reasonable and practical. The Contractor shall continually notify the Inspector of the regular working day hours that it is going to keep. Whenever the Contractor arranges to work outside regular or specified work periods, or to vary the work period during any particular day, it shall give the Inspector 24 hours' notice so that inspection may be provided. The Contractor shall not be allowed to work irregular work days, weekends or holidays without full time inspection if the Engineer judges such full time inspection to be necessary in the circumstances. If the Engineer judges' inspection necessary during irregular work period, Engineer will charge the District an overtime premium, which said overtime premium shall be reimbursed to the District by the Contractor by deduction from monies otherwise due under the Contract. Unless otherwise specified in superior parts of the Contract Documents or by special agreement, the overtime premium which the Contractor is liable to pay the District's cost for said overtime including wages and overhead. Said overtime inspection premium shall be paid for each hour, or portion thereof, worked by the Inspector in excess of 8 hours in any one day and for all hours worked in excess of 40 hours per week and for all hours worked on Saturdays, Sundays and holidays without regard to whether the Inspector has worked 40 hours on the project in that week.

10.2.4 Inspection Costs By Others.

The costs of inspection charged to the District by utilities, other public agencies, or any others with a valid need to provide inspection shall be at the expense of the Contractor. If possible, such inspection fees should be billed directly to the Contractor; however, in many cases the bills will be received by District. The District will deduct the amount of such bills from any monies due the Contractor.

10.2.5 Engineer and Inspector Not Responsible for Job Safety.

Under the terms of Section 2.7, it is expressly agreed among the District, Contractor and Engineer that the Engineer and its representatives are not responsible for nor obligated or authorized to maintain supervision over any aspect of job safety related to the Contractor's operations. The Contractor expressly agrees hereby that Section 3.8 CONTRACTOR'S LIABILITY specifically also applies when the District and its representatives function in accordance with Section 7.5 SAFETY OBSERVATIONS BY DISTRICT.

10.2.6 Inspector/Contractor Relations.

While the Inspector shall not have the authority to allow deviations from essential contract requirements, he will be instructed to avoid an inflexible attitude with respect to the requirements in terms of trivial construction details or technicalities. The Inspector will not interfere with the Contractor's method of performing the Work and the Contractor shall not ask or expect the Inspector to advise or supervise the Contractor's methods and operation. The Inspector will not arbitrarily propose a certain course of procedure where the Contract Documents permit more than one method. The Inspector is not permitted to do favors for the Contractor, or to coordinate the Contractor's activities, or act as a message center for the Contractor. The Inspector is specifically prohibited from engaging in any activity which might potentially be construed as providing work, supervision or methods for the benefit of the Contractor. If, however, a Contractor's methods are obviously improper, inadequate, unsafe or likely to result in damage or future expense to the District, the Inspector shall call same to the Contractor's attention at once and immediately report to the Engineer for guidance or direction.

The Contractor shall not interpret Inspector's silence as approval of any aspect of its methods or work. It shall be understood and agreed that checking of a Contractor's work by the Inspector shall not operate as a waiver of Contractor's responsibility to properly complete the Work in accordance with these Contract Documents. Manifestations of improper work, such as differential settlement, can and usually do occur after initial observations by the Inspector; likewise, it will not always be feasible to give immediate confirmation that each step of Contractor's work upon which subsequent steps depend for their integrity have been adequately performed. The mere fact that the Inspector has observed the Contractor perform an item of work shall not be construed to mean that such item of work is automatically acceptable, especially where physical measurements such as compaction testing and survey grade checking are involved which are usually impractical to perform with immediacy.

Orders to the Contractor will be in writing, or when necessarily verbal, later confirmed in writing, so that instructions will be clear and no misunderstandings will develop over issues which could become controversial. The Inspector is specifically prohibited from giving instructions which could be construed as assuming superintendence of the Work. Contractor shall not accept such instructions if he considers them questionable in that regard and he shall request the Inspector to consult with the Engineer. Instructions or field orders will be given by the Inspector directly to the Contractor, his superintendent or foreman only. Certain written instrument forms may be used by the Inspector including JOB MEMORANDUM form, NOTICE OF VIOLATION AND NONCOMPLIANCE form, INSPECTOR'S DAILY REPORT form, SAFETY NOTIFICATION ADVISORY form, SAFETY STOP WORK ADVISORY form, FIELD ORDER form, and such other written forms as the Engineer may, from time to time, find useful for inspection purposes.

The Contractor's superintendent and foreman must be able to read plans and perform the necessary layout for the Work and properly oversee the many phases of the Work. All such activities are properly the Contractor's business and the foreman's responsibility and not that of the Inspector.

10.3 RIGHTS-OF-WAY.

10.3.1 Permanent Rights-of-Way.

District will obtain all permanent rights-of-way or permanent easements as required to perform the Work, unless specified otherwise in superior parts of the Contract Documents. Said rights-of-way may or may not include right-of-way encroachment permits from public agencies with jurisdiction; however, Contractor shall assume that said right-of-way encroachment permits from public agencies have been obtained by District unless otherwise specified. Notwithstanding the fact that District will normally obtain inter-agency right-of-way encroachment permits from other public agencies, Contractor shall be responsible for obtaining all construction and excavation encroachment permits and payment of permit and inspection fees in connection with same.

10.3.2 Encroachment Permits and Access or Temporary Rights-of-Way.

Except as provided in the previous subsection or as may otherwise be provided in superior parts of these Contract Documents, the Contractor shall secure, from the agencies having jurisdiction, the necessary permits to create obstructions, to make excavations as required under the Contract, and to otherwise encroach upon rights-of-way, and present evidence to the Engineer that such permission has been granted, before Work is commenced. Regulations and requirements of all agencies concerned shall be strictly adhered to in the performance of this Contract, including the furnishing of insurance and bonds when required by such agencies. The enforcement of such requirements under this Contract shall not be made the basis for claims for additional compensation.

10.3.3 Encroachment Upon the Rights-of-Way or Works of Other Utilities.

The Contractor shall not do any work that would affect any oil, gas, sewer or water pipeline, any telephone, telegraph or electric transmission line, fence or any other structure, nor enter upon rights-of-way involved until he has secured authority and presented evidence of same to the Engineer, from the proper party. After authority has been obtained, the Contractor shall give said party due notice of his intention to begin work and shall give said party convenient access at every facility for removing, shoring, supporting or otherwise protecting such pipeline, transmission line, ditch, fence or structure, and for replacing same. The Contractor shall not be entitled to any extension of time or extra compensation on account of any postponement, interference or delay caused by any such pipeline, transmission line, fence or structure being on the line of the Work except as provided in Section 10.4.

10.4 CONSTRUCTION INTERFERENCES.

10.4.1 General.

As used in this section, the word "utility" shall be understood to include all types of construction interferences including tracks, overhead or underground wires, cables, pipelines, conduits, ducts, sewers or storm drains. As used in this section, the term "service connection" shall be understood to mean all or any portion of a pipeline (including sewer house laterals), conduit, wire cable or duct, including meter, between a utility distribution line and an individual customer, or customers, when served by a single service connection. "Service connection" is specifically not limited to any particular facility type, size or length but rather to the condition and position of its existence, as just stated.

As used in this section, the term "construction interference" shall be understood to include any utility or service connection within the proper limits of excavation or over excavation required for the Work under the Contract as shown or as ordered by the Engineer, or any utility or service connection located in the space which will be properly required by any of the Work under the Contract. Excessive excavations shall not apply and, where necessary to avoid the interference, shoring shall be required and slope trenching is prohibited. Such shoring shall be at Contractor's expense.

10.4.2 Location of Interference.

The District will search known records and furnish the Contractor with copies of documents which describe the location of potential construction interferences, or will indicate on the plans for the project those structures, except for service connections, which may affect the Work. Information regarding removal, relocation, abandonment or installation of new utilities will be furnished to prospective bidders. Where underground main distribution conduits such as water, gas, sewer electric power, telephone or cable television are shown on the Drawings. The Contractor, for the purpose of preparing a bid, shall assume that every property parcel will be served by a service connection for each type of utility.

At least two (2) working days before commencing excavations on each segment of the Work known, or which reasonably should be known or suspected to contain subsurface installations, the Contractor shall contact Underground Service Alert or other appropriate regional notification center and request the utility owners identified in the Contract Documents to mark or otherwise indicate the approximate location of their subsurface facilities including, but not limited to, structures, main conduits and service connections. This requirement shall also include facilities only shown approximately or labeled "exact location and depth not known and to be determined by Contractor." The telephone number of Underground Service Alert or other regional notification center is usually shown on the Drawings. Some utilities are not members. Each utility not a member of the one-number system must be notified individually.

At least 10 days in advance, or a reasonable period as agreed by Engineer, of commitment of full crew and equipment to the main body of Work, the Contractor shall "pothole" and determine the exact location and depth of all potential interferences, including service connections, which have been marked by the respective owners and which may affect or be affected by its operations. This shall be done well in advance of the Work, with only the necessary labor and equipment for the potholing necessary. If no pay item is provided in the Contract for this Work, full compensation for it shall be considered as included in the prices bid for other items of Work. Delays caused by Contractor's failure to perform this "potholing" and interference location work in a timely manner shall not be eligible for time extension nor shall extra work

compensation be allowed for labor and equipment standby costs which may result from Contractor's inefficiency.

10.4.3 Protection of Function and Repair or Replacement.

Upon learning of the existence and location of any utility omitted from or shown incorrectly on the plans, or not properly marked, the Contractor shall immediately notify the Engineer in writing.

The Contractor shall not interrupt the service function or disturb the supporting base of any utility without authority from the utility or order from the District. Where protection is required to ensure support of utilities located as shown on the Drawings or visible to Contractor or pre-located in accordance with the previous subsection, the Contractor shall, unless otherwise provided, furnish and place the necessary protection at its expense.

The Contractor shall immediately notify the Engineer and the utility owner if any utility is disturbed or damaged. The Contractor shall bear the costs of repair or replacement of any utility damaged if its location is established as noted in the previous subsection. The District will bear the cost, per subsection 8, of repair or replacement, when Contractor can establish that District's representation of same is not sufficiently accurate to allow Contractor to reasonably perform the pre-location steps per the previous subsection, or it is omitted from the Drawings and not located in the field by the utility, provided Contractor has performed all of the steps required in the previous subsection.

When placing concrete around or contiguous to any non-metallic utility installation, the Contractor at its expense shall:

- (1) Furnish and install a 2-inch (50mm) cushion of expansion joint material or other similar resilient material; or
- (2) Provide a sleeve or other opening which will result in a 2-inch (50mm) minimum clear annular space between the concrete and the utility; or
- (3) Provide other acceptable means to prevent embedment in or bonding to the concrete.

Where concrete is used for backfill or for structures which would result in embedment, or partial embedment, of a metallic utility installation; or where the coating, bedding or other cathodic protection system is exposed or damaged by the Contractor's operations or as may be required by the Work, the Contractor shall notify the Engineer and arrange to secure the advice of the affected utility owner regarding the procedures required to maintain or restore the integrity of the system. Such procedures shall be at Contractor's expense unless the Contractor is not at fault.

10.4.4 Removal of Abandoned Interferences.

Unless otherwise specified, the Contractor shall remove all interfering portions of utilities shown on the plans or indicated in the bid documents as "abandoned" or "to be abandoned in place." Before starting removal operations, the Contractor shall ascertain from the District whether the abandonment is complete, and the costs involved in the

removal and disposal shall be included in the Bid for the items of work necessitating such removals.

10.4.5 Relocation of Interferences.

When feasible, the owners responsible for utilities within the area affected by the Work will complete their necessary installations, relocations, repairs or replacements before commencement of Work by the Contractor. When the Specifications or plans indicate that a utility installation is to be relocated, altered or constructed by others, the District will conduct all negotiations with the owners and the Work will be done at no cost to the Contractor, except as provided in subsection 301.1.5 of the SS with respect to adjusting manhole frames and covers and similar items to finished street grade. Utilities which are relocated in order to avoid interference with the proposed permanent work shall be protected in their relocated position and the cost of such protection shall be included in the bid for the items of Work necessitating such relocation.

When Contract Documents provide for the Contractor to alter, relocate or reconstruct a utility, all costs for such work shall be included in the bid for the items of Work necessitating such work. Temporary or permanent relocation or alteration of utilities requested by the Contractor for its convenience shall be its responsibility, and it shall make all arrangements and bear all costs.

The utility owner will relocate service connections as necessary within the limits of the Work or within temporary construction or slope easements unless otherwise specified. When directed by the Engineer, the Contractor shall arrange for the relocation of service connections as necessary between the meter and property line, or between a meter and the limits of temporary construction or slope easements. The relocation of such service connections will be paid for in accordance with provisions of Section 8. Payment will include the restoration of all existing improvements which may be affected thereby. The Contractor may, for convenience or to expedite the Work, agree with the owner of any utility to disconnect and reconnect interfering service connections. The District will not be involved in any such agreement.

10.4.6 Delays Caused by Interferences.

The Contractor shall notify the District of its construction schedule insofar as it affects the protection, removal or relocation of utilities. Said notification shall be in writing and shall be included as part of the required construction schedule. The Contractor shall notify the District in writing of any subsequent changes in the construction schedule which will affect the time available for protection, removal or relocation of utilities.

The Contractor will not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, noted and pre-located in accordance with subsection 10.4.2. The Contractor may be given an extension of time for unforeseen delays attributable to utility relocations or alterations not shown or incorrectly shown on the plans, or for unreasonably protracted interference by utilities in performing work correctly shown on the plans. If the Contractor sustains loss due to delays attributable to interferences, relocations or alterations not covered by subsections 10.4.2 and 10.4.3, which could not have been avoided by the judicious handling of forces, equipment or plant, there shall be paid to the Contractor such amount as the Engineer may find to be fair and reasonable compensation for such part of the Contractor's actual loss as was unavoidable.

10.4.7 Cooperation with Utilities.

When necessary, the Contractor shall so conduct its operations as to permit access to the work site and provide time for utility work to be accomplished during the progress of the Work. Contractor's responsibility under this subsection shall not entitle it to delays or extra work so long as subsection 10.4.2 has been properly performed or the extenuating conditions discussed in 10.4.5 do not apply.

10.5 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.

When the proper completion of the Work requires their temporary or permanent removal, the Contractor shall, at its own expense, remove and, without unreasonable delay, temporarily or permanently replace or relocate in a workmanlike manner and to the satisfaction of the District and of any other person or agency having jurisdiction, all water pipes, gas pipes, drainage lines, irrigation lines, sewer lines, pipelines, conduits, culverts, roads, driveways, fences, bridges, railroad tracks, wires, poles, towers, retaining walls, buildings, curbs, gutters, concrete walks, trees, shrubs, lawns and all other improvements of whatsoever character not required by law to be removed by the District thereof; and all such improvements temporarily removed shall be maintained until permanently replaced, all at the Contractor's expense.

Where the Work is to be constructed in or adjacent to areas which have been improved by lawns, trees, shrubs or gardens, the Contractor shall remove such trees or plants as may be necessary for the prosecution of the Work and give them proper care and attention until the Work has been satisfactorily completed, after which the Contractor shall replace them in as nearly the original condition and location as is reasonably possible. Where it is necessary to deposit the excavated materials on lawns during the process of construction, the Contractor shall first lay burlap or canvas on the lawns to prevent contact between the excavated material and the lawn.

The Contractor shall give reasonable notice to occupants or owners of adjacent property to permit them to salvage or relocate plants, trees, fences, sprinklers and other improvements within the right-of-way which are designated for removal and would be destroyed because of the Work.

All costs to the Contractor for protecting, removing and restoring existing improvements shall be included in its bid.

10.6 USE OF EXPLOSIVES.

Explosives may be used only when authorized in writing by the Engineer, or as otherwise stated in the Contract Documents. Explosives shall be handled, used and stored in accordance with all applicable regulations. Contractor shall obtain and submit to Engineer any necessary permits and licenses.

The Engineer's approval to use explosives shall not be construed as tantamount to approval of the manner of use, such being the Contractor's full responsibility. Likewise, such approval shall not relieve the Contractor from liability for claims caused by blasting operations.

10.7 TEMPORARY LIGHT, POWER AND WATER.

The Contractor shall, at its own expense, furnish, install, maintain and remove all temporary light, power and water, including piping, wiring, lamps and other equipment necessary for the Work. The Contractor shall not draw from any fire hydrant without first obtaining permission from the agency concerned. Where District is a water agency, unless otherwise specified in superior parts of the Contract Documents, Contractor shall still be required to meet all rules and regulations and pay the same rates as any other temporary or construction user and make all necessary arrangements for such service.

10.8 TEMPORARY USE OF FACILITIES

Subject to the approval of the District, the Contractor may be permitted to make temporary use of District-owned land or storage areas available in the vicinity of the Work for storage of equipment or materials.

10.9 PROJECT SITE MAINTENANCE AND ENVIRONMENTAL CONTROL.

10.9.1 Cleanup and Dust Control.

Throughout all phases of construction, including suspension of Work, and until final acceptance of the project, the Contractor shall keep the work site clean and free from rubbish and debris. The Contractor shall also abate dust nuisance by cleaning, sweeping and sprinkling with water, or other means as necessary. The use of water resulting in mud on public streets will not be permitted as a substitute for sweeping or other methods.

In dense or sensitive residential and commercial-industrial areas, unless otherwise permitted by District, the Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles at least once each work day to keep paved areas acceptably clean wherever construction, including restoration, is incomplete.

Materials and equipment shall be removed from the site as soon as they are no longer necessary; and upon completion of the Work and before final inspection the entire work site, shall be cleared of equipment, unused materials and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the Contractor's bid. Care shall be taken to prevent spillage on haul routes. Any such spillage shall be removed immediately and the area cleaned.

Excess excavated materials from catch basins or similar structures shall be removed from the site immediately. Sufficient material may remain for use as backfill if permitted by the Specifications. Forms and form lumber shall be removed from the site as soon as practicable after stripping.

Failure of the Contractor to comply with the Engineer's cleanup orders may result in an order to suspend work until the condition is corrected. No additional compensation will be allowed as a result of such suspension.

If necessary, the Engineer may order cleanup work done by others at Contractor's expense.

10.9.2 Vermin Control.

At the time of acceptance, structures entirely constructed under the Contract shall be free of rodents, insects, vermin and pests. Necessary extermination work shall be arranged and paid for by the Contractor as part of the Work within the contract time and shall be performed by a licensed agency in accordance with requirements governing authority. The Contractor shall be liable for injury to persons or property and responsible for the elimination of offensive odors resulting from extermination operations.

10.9.3 Sanitation.

The Contractor shall provide and maintain enclosed toilets for the use of employees engaged in the Work. These accommodations shall be maintained in a neat and sanitary condition. They shall also comply with all applicable laws, ordinances and regulations pertaining to the public health and sanitation of dwellings and camps.

Wastewater disposal shall not be interrupted. Should the Contractor disrupt existing sewer facilities, sewage shall be conveyed in closed conduits and disposed of in a sanitary sewer system. Sewage shall not be permitted to flow in trenches or be covered by backfill.

10.9.4 Archaeological and Paleontological Discoveries.

If discovery is made of items of archaeological or Paleontological interest, the Contractor shall immediately cease excavation in the area of discovery and shall not continue until ordered by the Engineer. When resumed, excavation operations within the area of discovery shall be as directed by the Engineer.

Discoveries which may be encountered may include, but not be limited to, dwelling sites, stone implements or other artifacts, animals' bones, human bones and fossils.

The Contractor shall be entitled to an extension of time and compensation in accordance with the provisions of Section 8.

10.9.5 Fire Prevention.

Contractor shall exercise all precautions necessary to prevent unauthorized fires within or adjacent to the limits of the Work. Contractor shall be responsible for all damage resulting from fire due directly or indirectly to its own activities or its employees or the activities of its subcontractors or their employees.

10.9.6 Air Pollution Control.

Contractor shall use only machinery and equipment which is equipped with suitable air pollution control devices so that undue quantities of pollutants are not added to the atmosphere in the vicinity of the work site. Contractor's equipment shall meet all Federal, State and local requirements for air quality emissions and Contractor shall comply with all applicable Federal, State and local air pollution control regulations.

Contractor shall also take all necessary precautions to control dust created by construction operations. Contractor shall be prepared to respond immediately and positively to any instructions required for corrective action given by District.

10.9.7 Noise Pollution Control.

Contractor shall equip all machinery and equipment used for construction with noise control devices such as mufflers for internal combustion engines or other suitable noise suppressors. Noise produced by construction operations shall be kept to a minimum and shall be consistent with reasonable human health requirements considering time of day and location of work site. Contractor shall comply with all applicable Federal, State and local noise pollution control regulations.

10.9.8 Water Pollution Control.

Contractor shall discard at approved dump sites only, materials which might adversely affect ground or surface water. Chemicals and other water pollutants shall not be discharged into natural water courses or on land tributary to said water courses. Contractor shall comply with all applicable Federal, State and local water pollution control regulations.

10.9.9 Drainage and Flood Control.

Contractor shall take care to manage its excavation and spoil banks such that existing drainage conditions are not impaired. Contractor shall have contingency drainage provisions in all cases where the existing drainage conditions are being unavoidably altered or disturbed by its operations. Such temporary diversions, ditches, checks, swales or other drainage structure or feature necessary to insure proper flood control and drainage shall be provided by Contractor at no extra cost to District. In some cases such temporary features may be shown on the Contract Drawings and itemized on the Bidding Sheets; however, if not, Contractor shall still be responsible therefor and shall account for the cost in other items of its bid.

10.9.10 Vegetation and Wildlife.

Contractor shall not destroy or disturb any vegetation or wildlife unless unavoidable for the Work of this Contract. It shall be responsible for supervising all of its employees and insuring that no such destruction or disruption is done by them incidental to their employment in the prosecution of the Work.

10.9.11 West Kern Water District Environmental Policy Statement.

The District recognizes the importance of protecting the environment and preserving the natural heritage of both physical and biological resources. It is the policy of the District to:

- φ Comply with all local, state, and federal environmental laws and regulations.
- φ Cooperate with all regulatory agencies on environmental issues and seek solutions based on sound scientific studies and standards.
- φ Maintain effective procedures and equipment for avoiding damage to physical and biological resources.
- φ Respond quickly and efficiently to environmental incidents to avoid, negate, limit, or minimize and environmental damage.

- φ Encourage research designed to avoid, negate, limit, or minimize any environmental damage.
- φ Encourage development of new technology and practices to avoid, negate, limit, or minimize environmental damage
- φ Encourage research and development of technology and practices designed to enhance environmental quality.
- φ Provide training to employees and contractors for recognition and avoidance of environmental incidents.
- φ Maintain programs, equipment, and records to incur compliance with the above listed policies.

10.10 TRENCHES OR OTHER EXCAVATIONS

On any work which involves digging trenches or other excavations that extend deeper than four feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:

- (a) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- (b) Subsurface or latent physical conditions at the site differing from those indicated.
- (c) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

The District shall promptly investigate the conditions. If the District finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of or the time required for performance of any part of the work, it shall issue a change order under the procedures described in the contract.

In the event a dispute arises between the District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by the contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

PART 4

TECHNICAL SPECIFICATIONS

Technical Specifications

Scope A – Coating Removal and Ultrasonic Thickness Testing

Tank No. 2 (Station H 25 Hill North) Details

<i>Year Constructed:</i>	1911
<i>Storage Capacity:</i>	2.3 MG
<i>Height:</i>	30'
<i>Diameter:</i>	115'
<i>Interior Protective Coating:</i>	Coal Tar

T1. Mobilization and Equipment

Mobilize and demobilize all necessary equipment required for the removal and disposal of the internal protective coating (coal tar), including spent abrasive blasting materials.

T2. Coating Removal

Remove the existing internal protective coating (coal tar) from the tank floor surface and the lower chime (approximately 2' up on first ring).

T3. Surface Preparation for Ultrasonic Thickness Testing (UTT)

Abrasive blasting shall be performed on the tank floor and lower chime to achieve a minimum surface cleanliness level of SSPC-SP 6 (Commercial Blast Cleaning), or as directed by the Owner's inspection firm to ensure accurate Ultrasonic Thickness Testing (UTT).

At the time of contract award, the Contractor shall submit:

- Abrasive blasting procedures,
- Abrasive blasting Materials and gradation specifications,
- A signed affidavit that the proposed abrasive blast materials are in compliance with CARB (California Air Resources Board) requirements.

All blasting operations must meet current CARB standards.

T4. Surface Readiness

Contractor shall ensure the tank floor and lower chime are left clean, dry, and fully accessible for UTT by the Owner's designated inspection firm.

T5. Cleanup and Waste Disposal

Contractor shall remove and lawfully dispose of all accumulated tank silts, debris, and existing internal coatings in accordance with all applicable local, state, and federal regulations.

Waste materials include, but are not limited to:

- Existing interior coatings (coal tar),
- Spent abrasive materials and blast media,
- Abrasive blast residue, which shall be disposed of in accordance with guidelines set forth by the U.S. Environmental Protection Agency (USEPA) or California Department of Health Services (CDHS)
- All other trash and debris generated during blasting and cleaning operations.

T6. Site Containment and Environmental Protection

Contractor shall implement appropriate containment, dust control, and environmental protection measures during abrasive blasting and coating removal to prevent contamination of surrounding areas and comply with applicable safety and environmental regulations.

T7. Permits and Compliance

Contractor shall be responsible for obtaining any required permits and ensuring that all work complies with relevant regulatory requirements, including hazardous material handling and disposal, worker safety, and air quality standards.

T8. Safety and Site Access

All work shall be performed in accordance with Cal/OSHA regulations and industry best practices for confined space entry.

Contractor shall prepare and submit a job-specific Health and Safety Plan (HASP) prior to mobilization.

Workers shall be properly trained and equipped with appropriate PPE including respirators, hearing protection, eye protection, and fall protection when required.

Daily safety tailgate meetings shall be conducted and documented.

Emergency access and communication plans must be posted at the job site.

All work must be performed in a manner that minimizes disruption to normal site operations.

T9. Site Restoration and Cleanup

Upon completion of the work, the Contractor shall remove and properly dispose of all staging, scaffolding, tools, surplus materials, waste, rubbish, sand and containers, existing coating materials, and all rental equipment from the work site in a manner approved by the District Representative.

The job site shall be left in a clean condition. Any damage to non-project surfaces or landscaping resulting from the Contractor's work shall be cleaned, repaired, or refinished to the satisfaction of the District Representative at no additional cost to the Owner.

T10. Completion Timeline

All work shall be completed within ***twenty-one (21) calendar days*** from the issuance of the Notice to Proceed, unless otherwise approved in writing by the Owner.

T11. Submittals

Submittals to the District Representative for review as to general conformance with the intent of the plans and specifications shall be made and comments received and incorporated prior to commencing related shop or field work.

Submittals on coating removal and Ultrasonic Thickness Testing preparation shall include:

Submittal Item	Specification Reference	When Required
Submittal Schedule		With contract award
Designation of Superintendent		With contract award
Abrasive Blasting Procedures	SSPC-SP 6 / CARB	Pre-Construction/Award
CARB Compliance Affidavit	CARB	Pre-Construction/Award
Waste Disposal Plan	USEPA / CDHS	Pre-Construction
Safety Control Measures Plan	OSHA / Site Safety	Pre-Construction
Permit Documentation	Applicable Agencies	Pre-Construction
Safety Plan (Site Specific)	Cal/OSHA	Pre-construction
Job Hazard Analysis (JHA)	Cal/OSHA	Pre-construction
EMR (Experience Modification Rate)	District Requirement	With bid
Insurance Certificates	Contract Terms	With bid

PART 5

MAPS

Maps



