

# GROVELAND COMMUNITY SERVICES DISTRICT



## BIG CREEK PUMP STATION CLEARWELL REHABILITATION

### CONTRACT DOCUMENTS

MARCH 2017

PREPARED BY:



5150 N Sixth St, Suite 124

Fresno CA 93710

## INFORMATION FOR BIDDERS

Bids will be received by the Groveland Community Services District (herein called the "Owner"), at the Administration Building until 2:00 p.m. (PDT), on April 20, 2017 then at said office, publicly opened and read aloud.

The major work consists of the rehabilitation of the clearwell at the Groveland Community Services District's Big Creek Pump Station. The Clearwell consist of an above ground welded steel tank with a diameter of approximately 125 ft and 24 ft high. **The time for completion is 90 calendar days.**

Each Bid must be submitted in a sealed envelope, addressed to the Groveland Community Services District at 18966 Ferretti Rd, Groveland, California 95321. Each sealed envelope containing a Bid must be plainly marked on the outside as "**BIG CREEK CLEARWELL REHABILITATION**" and the envelope should bear on the outside, the name of the Bidder, his address, and his Contractor's license number. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Groveland Community Services District at 18966 Ferretti Rd, Groveland, California 95321, and should clearly state, "**BIG CREEK CLEARWELL REHABILITATION**".

It is mandatory that Bidders are on the Official Bidder's list prior to submitting a bid. A complete Bid includes the Bid Form, Bid Schedule, Required Listing of Subcontractors, Equal Opportunity Certification, Public Contract Code (Statements and Questionnaire), Non-Collusion Affidavit, Workers Compensation Certification, Debarment and Suspension Certification, Statement of Qualifications, Bid Bond with surety, and a copy of a current Contractor's License in the State of California. A signed Addendum, if issued and the Bid must be fully completed and executed when submitted unless otherwise indicated.

All Bids must be made on the required Bid form. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid form must be fully completed and executed when submitted unless otherwise indicated. All insertions, additions, corrections, and other changes made by the Bidder to the Bid Form shall be done in dark blue or black ink and initialed by the Bidder. Edits shall be legible and the use of white out is not acceptable. Failure to complete an item renders the Bid Non-Responsive. A conditional or qualified Bid will not be accepted. Only one copy of the Bid form is required.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total of the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit bases items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most clearly approximates percentage wise the unit price or item total in the Department's Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the Owner, and that discretion will be exercised in the manner deemed by the Owner to best protect the public interest in the prompt and economical completion of the work. The decision of the Owner respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

The Owner may waive any informalities or minor defects or reject any and all bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within 30 days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the Bidder.

Bidders must satisfy themselves as to the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the Drawings and Specifications including Addenda. Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. After Bids have been submitted, the Bidder shall not assert that there was misunderstanding concerning the quantities of Work or the nature of the Work to be done. The failure or omission of any Bidder to do any of the foregoing shall not relieve any Bidder from any obligation with respect to his Bid.

The Contract Documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or any person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

Each Bid must be accompanied by a Bid Bond payable to the Owner for ten percent (10%) of the total amount of the Bid. As soon as the Bid prices have been compared, the Owner will return the bonds of all except the three lowest responsible Bidders. When the Agreement is executed, the bonds of the two remaining unsuccessful Bidders will be returned. The Bid Bond of the successful Bidder will be retained until the Payment Bond and Performance Bond have been executed and approved, after which it will be returned. (A certified or cashier's check may be used in lieu of a Bid Bond.)

All bonds must be acknowledged before a Notary Public by both the Contractor and the Surety. Attorneys-in-fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each bond a certified and effective dated copy of their power of attorney.

## **Award and Execution of Contract**

Award of the contract, if awarded, will be made as a whole to the lowest responsible Bidder. The lowest responsible Bidder will be determined on the basis of the base bid only. The party to whom the Contract is awarded will be required to execute the Agreement, and obtain the Performance Bond and Payment Bond within ten (10) calendar days from the date when the Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Agreement and Bond forms. In case of failure of the Bidder to execute the Agreement, the Owner may, at his option, consider the Bidder in default, in which case the Bid Bond accompanying the proposal shall become the property of the Owner.

A Performance Bond and a Payment Bond, each in the amount of 100 percent of the Contract Price, with a corporate surety named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570, will be required for the faithful performance of the Contract. The Payment Bond must be issued by an admitted surety insurer holding a certificate of authority to transact surety insurance in California issued by the Insurance Commissioner.

All bonds must be acknowledged before a Notary Public by both the Contractor and the Surety. Attorneys-in-fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each bond a certified and effective dated copy of their power of attorney.

The Owner, within 15 days of receipt of acceptable Performance Bond, Payment Bond and Agreement signed by the party to whom the agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the Bidder may, by written notice, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

The Notice to Proceed shall be issued within 10 days of the execution of the Agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between the Owner and Contractor. If the Notice to Proceed has not been issued within the 10 day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

Owner shall furnish to Contractor up to three (3) printed or hard copies of the Special Provisions and Project Plans. Additional copies will be furnished upon request at the cost of reproduction.

The Owner may make such investigations as it deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work contemplated therein. The Contract will not be awarded to anyone on the debarred list of Contractors.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout.

## **Subcontractors**

Pursuant to the provisions of the Public Contract Code of the State of California, each Bidder shall set forth in his proposal the name, contractor's license number and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the

construction of the Work in an amount in excess of one-half of one percent of the Contractor's total Bid or \$10,000. Whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section § 4100 of the Public Contract Code. The Contractor's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized Subcontractors or by making unauthorized substitutions.

Each subcontract must comply with the contract. Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Business & Professions Code, § 7000 et seq.).

### **Registration with California Department of Industrial Relations (DIR)**

A Contractor or Subcontractor shall not 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 contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Contractor is registered to perform public work pursuant to Section 1725.5 at the time the Contract is awarded. Labor Code Section 1771.1(a) requires Contractors and their Subcontractors to possess and maintain such registration with DIR in order to be awarded and to perform on public works projects (regardless of funding source).

Pursuant to Section 1771.4, each CONTRACTOR and SUBCONTRACTOR shall furnish certified payroll records to the Labor Commissioner at least monthly and in a format prescribed by the Labor Commissioner of the DIR. Until such time that the DIR gives awarding agencies direct access to all certified payrolls submitted by CONTRACTORS and SUBCONTRACTORS, CONTRACTOR and his SUBCONTRACTORS are also required to submit copies of payroll records to OWNER on a monthly basis. Information on the above can be found at:

<http://www.dir.ca.gov/Public-Works/PublicWorks.html>

### **Prevailing Wage**

This Project qualifies as a Prevailing Wage Public Works project under California Law. Pursuant to Section 1773 of the Labor Code, the Owner has obtained from the Director of the Department of Industrial Relations (DIR), the general prevailing wage rates for each craft, classification, or type of workman required in the county, or counties, in which the work is to be done. These wages are set forth in the General Prevailing Wage Rates for this project, available at the Groveland Community Services District and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

### **Pre-Bid Meeting**

Prior to submitting a sealed Bid, Bidder may attend a non-mandatory pre-bid meeting at the project site. The pre-bid meeting will be held at 10:00 a.m. on April 4, 2017 at the Groveland Community Services District's Office.

Bidders must satisfy themselves as to the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of previous inspection reports (footage and pictures), Drawings and Specifications including Addenda. Previous inspection reports will be made available to bidders upon

request. After Bids have been submitted, the Bidder shall not assert that there was misunderstanding concerning the quantities of Work or the nature of the Work to be done. The failure or omission of any Bidder to do any of the foregoing shall not relieve any Bidder from any obligation with respect to his Bid.

The Contract Documents contain the provisions required for the construction of the Project. The Owner will not be responsible for, nor be bound by, any oral instructions, interpretations, or explanations issued by the Owner or its representatives. Any request for clarifications or questions of the Contract Documents shall be made in writing or email and deliverable to:

Groveland Community Services District  
 c/o AM Consulting Engineers  
 Attn: Alfonso Manrique  
 alfonso.manrique@am-ce.com  
 5150 N. Sixth Street Ste. 124  
 Fresno, CA 93710

Requests for clarification or questions shall be delivered to the Engineer by 5:00 p.m. PDT on April 14, 2017. Any response to a request for clarification, questions and answers will be made no later than 5:00 p.m. PDT on April 18, 2017 and if necessary, become a part of the Bid as an Addendum.

Proposed timeline of events associated with the awarding of BID:

Release of Advertisement for Bid	March 14, 2017
Pre-Bid Meeting – On Site	April 4, 2017
Deadline to Submit Questions/Clarifications	April 14, 2017
Addendum/Questions/Clarifications posted	April 18, 2017
Bid Opening	April 20, 2017
Board of Directors to Consider Bid	TBD
Issuance of a Notice to Proceed	TBD
Construction to Begin	TBD

**Qualification of Bidder**

The Owner may make such investigation as it deems necessary to determine the ability of the Bidder to provide the services requested, and the Bidder shall furnish to the Owner all information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid should the evidence submitted by, or investigation of, the Bidder fail to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Bid and to complete the requirements contemplated therein.

**Bid Protest Procedure**

Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be communicated as a Bidder Inquiry prior to bid opening. Any such inquiries or questions, submitted after bid opening, will not be treated as a bid protest.

Pursuant to Bid protests, the lack of prompt procedure to resolve disputes regarding the bidding process would impair the Owner's ability to carry out its purpose of contracting this project in a timely manner. Therefore, to the maximum extent authorized by law and notwithstanding any other procedures specified

in these Contract Documents, all disputes and/or protests regarding the bidding process shall be subject to the following procedure. In submitting a Bid to the Owner for this project, the Bidder agrees to comply with and to be bound by this procedure.

Any Bid protest must be submitted in writing to the District before 5:00 p.m. on the fifth (5th) working day following Bid opening.

1. The initial protest document must contain a complete statement of the basis for the protest, and all supporting documentation. A non-refundable fee of One Thousand Dollars (\$1,000) made payable to the "Groveland Community Services District" shall accompany the protest documents and will be used by the Owner to recover costs in evaluating the bid protest. A bid protest submitted without the requisite fee will be considered incomplete and will not be considered by the Owner.
2. The party filing the protest must have actually submitted a Bid for the work. A subcontractor of a party submitting a Bid for the work may not submit a Bid protest.
3. A party may not rely on the Bid protest submitted by another Bidder, but must timely pursue its own protest.
4. The protest must refer to the specific portion of the Contract Documents which forms the basis for the protest.
5. The protest must include the name, address and telephone number of the person representing the protesting party.
6. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
7. The Owner will give the protested Bidder five (5) working days after the receipt of the protest to submit a written response. The responding Bidder shall transmit the response to the protesting Bidder concurrent with the delivery to the Owner.
8. The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of Bid protest. The Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.

If the Owner determines that a protest is frivolous, the protesting Bidder may be determined to be non-responsible and that Bidder may be determined to be ineligible for future contract awards.

### **Cancellation of Contract**

The Owner may terminate any Contract derived from this Bid as follows:

- Without cause at any time by giving thirty (30) calendar days written notice to the successful Contractor;

- With cause (Default) at any time by giving ten (10) calendar days written notice to the successful Contractor. Cancellation for cause shall be at the discretion of the Owner and shall be, but is not limited to, failure to supply the items, materials, equipment or services specified within the time allowed or within the terms, conditions or provisions of this Bid. The successful Contractor may not cancel any contract derived from this Bid, without prior written consent of the Owner.



**GROVELAND COMMUNITY SERVICES DISTRICT  
NOTICE TO BIDDERS**

Sealed proposals for the work entitled: BIG CREEK CLEARWELL REHABILITATION, will be received at the Administration Building of the Groveland Community Services District, 18966 Ferretti Rd, Groveland, California 95321, until 2:00 p.m. (PDT) on April 20, 2017, at which time they will be publicly opened and read aloud.

The major work consists of recoating the clearwell at the Big Creek Pump Station.

The time for completion is Ninety (90) calendar days.

A pre-bid meeting is scheduled 10:00 a.m., April 4, 2017, at Groveland Community Services District's Administration Building. This meeting is to inform bidders of project requirements and subcontractors of subcontracting and material supply opportunities. Bidder's attendance at this meeting will not be mandatory.

In accordance with the provision of Section 3300 of the Public Contract Code, at the time this contract is awarded, the Contractor shall possess a Class A California State Contractor's License. Bids are required for the entire work described herein.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>.

No contractor or subcontractor may be listed on a bid proposal or be awarded a contract for public work on a public works project unless 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. Contractor Registration Information can be found at:

<http://www.dir.ca.gov/Public-Works/PublicWorks.html>

The Contract Documents in their entirety may be examined at the following locations:

AM Consulting Engineers, 5150 Sixth St Ste 124. Fresno, CA 93710

Groveland Community Services District, 18966 Ferretti Rd, Groveland, California 95321

Central California Builders Exchange, 1244 N. Mariposa, Fresno, CA 93703

Dodge Data & Analytics, <http://dodge.construction.com/Plans/>

Electronic copies of the Contract Documents shall be purchased at the office of AM Consulting Engineers, located at 5150 Sixth St. Ste. 124. Fresno, CA 93710, (559) 473-1371, upon a non-refundable payment of \$15.00 for each set. Make checks payable to AM Consulting Engineers.

Purchasing Contract Documents places the Bidder on the Official Bidder's list. It is mandatory that Bidders are on the Official Bidder's list prior to submitting a bid.

Each proposal shall be accompanied by cashier's or certified check or by a bidder's bond, made payable to the Groveland Community Services District and executed as surety by some corporation authorized to issue surety bonds in the State of California, for an amount equal to at least ten percent

(10%) of the amount of said bid and no bid shall be considered unless such cashier's or certified check or bidder's bond in enclosed therewith.

Date \_\_\_\_\_

Attest \_\_\_\_\_

Jon Sterling, General Manager  
Groveland Community Services District

Date of Advertisement: March 14, 2017

**BID**

**GROVELAND COMMUNITY SERVICES DISTRICT**

**BIG CREEK CLEARWELL REHABILITATION**

Proposal of \_\_\_\_\_ (hereinafter called "Bidder"),  
organized and existing under the laws of the State of \_\_\_\_\_,  
doing business as \_\_\_\_\_  
*(an individual), or (a partnership), or (a corporation)*

To the Groveland Community Services District (hereinafter called "Owner"):

In compliance with the Advertisement for Bids, Bidder hereby proposed to perform all Work required for the "**BIG CREEK CLEARWELL REHABILITATION**", in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under this Contract on or before a date to be specified in the Notice to Proceed and to fully complete the Project in ninety (90) calendar days.

Bidder further agrees to pay as liquidated damages, the sum of \$200.00 for each consecutive calendar day thereafter, as provided in Section 1 -16 of the General Conditions.

Bidder acknowledges receipt of the following Addenda:

No. \_\_\_\_\_, dated \_\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_

**GROVELAND COMMUNITY SERVICES DISTRICT  
BIG CREEK CLEARWELL REHABILITATION  
BID SCHEDULE**

Bidder agrees to perform all the Work described in the Documents for the following unit and lump sum prices and understands that the quantity of Work shown is approximate only. The schedule shall be completed by the Bidder with the unit and lump sum prices entered in numerals. The extensions shall be made by the Bidder. In case of discrepancy between the unit prices and the extension thereof, the unit price shall be considered as correct when evaluating Bids.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	ITEM TOTAL
<b>BASE BID</b>					
1	Clearwell Rehabilitation	1	LS	\$ _____	\$ _____
<b>TOTAL BASE BID</b>				<b>\$</b>	
<b>BID ALTERNATE NO. 1</b>					
2	Clearwell Exterior Coating	1	LS	\$ _____	\$ _____
<b>TOTAL BID ALTERNATE</b>				<b>\$</b>	

**INFORMATION REQUIRED OF BIDDER**

List of Subcontractors

The Bidder shall herein set forth the name and location of the place of business of each subcontractor who will perform work or labor or render services to the Contractor in or about the construction of the Work in an amount in excess of one-half of one percent of the Contractor's total Bid, and the portion of the Work which will be done by each subcontractor (see Section 1-29 of the General Conditions).

Bid Item No.	Description of Work to be Performed	Percent of Total Contract	Subcontractor's License No.	Dept. of Industrial Relations (DIR) Registration No.	Subcontractor's Name and Address

THIS PAGE MUST BE COMPLETED  
 (ATTACH ADDITIONAL NUMBERED PAGES IF NEEDED)

## STATEMENT OF QUALIFICATIONS

### Experience

Bidder shall identify three (3) most recently completed projects similar to Work described in these Contract Documents.

	1	2	3
Project Title			
Client			
Address			
Telephone No.			
Engineer in Charge			
Project Value (\$)			
Date Accepted			
Claims Filed?			
<i>If yes explain below:</i>			

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*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)*

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The bidder \_\_\_\_\_, proposed subcontractor \_\_\_\_\_, hereby certifies that he has \_\_\_\_\_, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

**Note:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

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**PUBLIC CONTRACT CODE**

**Public Contract Code Section 10285.1 Statement**

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has \_\_\_\_\_, has not \_\_\_\_\_ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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**Public Contract Code Section 10162 Questionnaire**

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.

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**Public Contract Code 10232 Statement**

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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**CONTRACTOR'S CERTIFICATION REGARDING WORKERS'  
COMPENSATION INSURANCE**

*State of California*

County of \_\_\_\_\_

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.

\_\_\_\_\_  
(Name of Contractor)

by: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Contractor)

Date: \_\_\_\_\_

**Noncollusion Affidavit**  
(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

To the CITY of \_\_\_\_\_  
*Department Of Public Works.*

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares 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 bidding; that the bidder has not in any manner, directly or indirectly, sought by 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 in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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## **DEBARMENT AND SUSPENSION CERTIFICATION**

### **TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29**

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Accompanying this proposal is \_\_\_\_\_

(NOTICE: INSERT THE WORDS "CASH (\$ \_\_\_\_\_)," "CASHIER'S CHECK,"  
"CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)

in amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

**IMPORTANT NOTICE**

*If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.*

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

Licensed in conformance with an act providing for the registration of Contractors,

License No. \_\_\_\_\_ Classification(s) \_\_\_\_\_

DIR Registration No. \_\_\_\_\_

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: \_\_\_\_\_



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

Signature and Title of Bidder

Name of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_

Telephone No: (    ) \_\_\_\_\_ Fax No. (    ) \_\_\_\_\_

**AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_ 2017, by and between the Groveland Community Services District, hereinafter called "Owner" and \_\_\_\_\_ doing business as (an individual) or (a partnership) or (a corporation), hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor shall commence and complete all work required to complete the Big Creek Clearwell Rehabilitation.
2. The Contractor shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the work described herein.
3. The Contractor shall commence the work required by the Contract Documents within 10 calendar days after the date of the Notice to Proceed and will complete the same within the time period set forth in the Bid, unless the period for completion is extended otherwise by the Contract Documents.
4. The Contractor agrees to perform all of the work described in the Contract Documents for the unit and lump sum prices set forth in the Bid Schedule.
5. The term "Contract Documents" means and includes the following and are hereby incorporated herein by reference:
  - A. Advertisement for Bids
  - B. Information for Bidders
  - C. Bid
  - D. Bid Bond
  - E. Agreement
  - F. Payment Bond
  - G. Performance Bond
  - H. Notice of Award
  - I. Notice to Proceed
  - J. Change Order
  - K. General Conditions
  - L. Special Conditions
  - M. Figures prepared or issued by AM Consulting Engineers entitled BIG CREEK CLEARWELL REHABILITATION numbered 1 through 2.
  - N. Recoating Existing Steel Water Tank specification prepared or issued by AM Consulting Engineers.
  - O. Addenda  
No. \_\_\_\_\_, Dated \_\_\_\_\_  
  
No. \_\_\_\_\_, Dated \_\_\_\_\_  
  
No. \_\_\_\_\_, Dated \_\_\_\_\_

6. In the event the Contractor does not complete the work within the time limit specified herein or within such further time as authorized, the Contractor shall pay to the Owner liquidated damages in the amount of Two Hundred Dollars (\$ 200.00) per day for each and every calendar days delay in finishing the work beyond the completion date(s) so specified. Additional provisions with regard to said time of completion and liquidated damages are set forth in the specifications, which provisions are hereby referred to and incorporated herein by reference.
7. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents. For any moneys earned by the Contractor and withheld by the Owner to ensure the performance of the Contract, the Contractor may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Division 2, Part 5, Section 22300 of the Public Contract Code of the State of California.
8. In accordance with the provisions of Section 1773 of the Labor Code of the State of California, the Owner has obtained from the Director of the Department of Industrial Relations, the general prevailing rate for each craft, classification, or type of workman required to execute the contract. A copy of said prevailing rate of per diem wages is on file in the office of the Owner, to which reference is hereby made for further particulars. Said prevailing rate of per diem wages will be made available to any interested party upon request, and a copy thereof shall be posted at the job site.
9. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."
10. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the Contractor is required to secure the payment of compensation. The undersigned Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this Agreement.
11. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in four copies, each of which shall be deemed an original on the date first above written.

OWNER:

CONTRACTOR:

Groveland Community Services District

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

Jon Sterling

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

Authorized Representative of  
Contractor

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

General Manager

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

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

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

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

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

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

Address for giving notices:

Address for giving notices:

Groveland Community Services District

18966 Ferretti Rd

Groveland, CA 95321

License No.: \_\_\_\_\_

DUNS No. \_\_\_\_\_

*The Effective Date of the Contract stated above and the dates of any construction performance bond and construction payment bond should be the same, if possible. In no case should the date of any bonds be earlier than the Effective Date of the Contract.*

# BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

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BIDDER (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

BID

Bid Due Date:

Description: Groveland Community Services District Big Creek Pump Station Recoating of Clearwell

BOND

Bond Number:

Date:

Penal sum \_\_\_\_\_ \$ \_\_\_\_\_

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

**SURETY**

\_\_\_\_\_  
Bidder's Name and Corporate Seal

(Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal

(Seal)

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

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Addresses are to be used for giving any required notice.*

*Provide execution by any additional parties, such as joint venturers, if necessary.*



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

# PAYMENT BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

## CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description: Groveland Community Services District Big Creek Pump Station Recoating of Clearwell

## BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form:  None  See Paragraph 18

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Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

## CONTRACTOR AS PRINCIPAL

## SURETY

\_\_\_\_\_  
Contractor's Name and Corporate Seal *(seal)*

\_\_\_\_\_  
Surety's Name and Corporate Seal *(seal)*

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

By: \_\_\_\_\_  
Signature *(attach power of attorney)*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.**

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants who do not have a direct contract with the Contractor,
    - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent

jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## 16. Definitions

- 16.1 **Claim:** A written statement by the Claimant including at a minimum:
  1. The name of the Claimant;
  2. The name of the person for whom the labor was done, or materials or equipment furnished;
  3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
  4. A brief description of the labor, materials, or equipment furnished;
  5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
  6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
  7. The total amount of previous payments received by the Claimant; and
  8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

**Certificate of Contractor**

I, \_\_\_\_\_  
(Name)

certify that I am a/the \_\_\_\_\_  
(Title)

designate sole proprietor, partner in partnership, or corporate officer with Contractor License Number \_\_\_\_\_ in the entity named as Contractor in the foregoing Agreement.

I hereby expressly certify that the name of the entity to which I am associated is \_\_\_\_\_  
(Company Name)

that this entity is in good standing and has complied with all applicable laws and regulations, and that I have been expressly authorized by the proper parties in this entity to execute the Agreement on behalf of the above-named entity.

ATTEST:

Signature: \_\_\_\_\_

***This form must be acknowledged before a Notary Public. The acknowledgement must be attached.***

# NOTICE OF AWARD

---

Date of Issuance: \_\_\_\_\_ Project No.: \_\_\_\_\_  
Owner: \_\_\_\_\_  
Engineer: \_\_\_\_\_  
Project: \_\_\_\_\_  
Contractor: \_\_\_\_\_  
Contractor's Address: \_\_\_\_\_

The Owner has considered the Bid submitted by you for the above described Work dated \_\_\_\_\_, 2017. You are hereby notified that your Bid has been accepted for the unit and lump sum prices set forth in the Bid Schedule totaling \$\_\_\_\_\_.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond and Payment Bond within ten (10) calendar days from the date on this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten days of the date you receive this Notice of Award, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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## ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by

this the \_\_\_\_\_ day of \_\_\_\_\_ 2017

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

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

***Groveland Community Services  
District***

\_\_\_\_\_  
Owner

By: \_\_\_\_\_  
*Jon Sterling*

Title: \_\_\_\_\_  
*General Manager*

COPY: ENGINEER

# NOTICE TO PROCEED

Date: \_\_\_\_\_

Contractor: \_\_\_\_\_

Owner: *Groveland Community Services District*

Project: \_\_\_\_\_

You are hereby notified that the Contract Time for the above referenced project will commence to run on \_\_\_\_\_. On or before that date, you are to start performing your obligations under the Contract Documents, and you are to complete the work by \_\_\_\_\_.

Before starting work at the site:

1. Contractor and Subcontractor must obtain a Business License from the City of Parlier and submit a copy to the Engineer.
2. Provide Certificates of Insurance to Owner (with copies to Engineer and other identified additional insureds) which is required in accordance with the Contract Documents.
3. Submittals must be reviewed and approved by Engineer.

## ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by

this the \_\_\_\_\_ day of \_\_\_\_\_ 2017.

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

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

***Groveland Community Services  
District***

\_\_\_\_\_  
Owner

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

*Jon Sterling*

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

*General Manager*

# CHANGE ORDER

<b>Project:</b>	<b>Change Order No.</b>
<b>Owner:</b> Groveland Community Services District	<b>Date of Issuance</b>
<b>Contractor:</b>	<b>Agreement Date:</b>

The following changes are hereby made to the Contract Documents upon execution of this Change Order:

**Justification:** *(attach documents supporting change):*

**CHANGE IN CONTRACT PRICE:** The Contract Price is hereby [increased] [decreased] in accordance with the agreed amounts:

\$  
\$  
\$

**Total this Change Order:** \$ \_\_\_\_\_

**Original Contract Price:** \$ \_\_\_\_\_

[Increase] [Decrease] from previously approved Change Orders No. \$ \_\_\_\_\_

**Contract Price Incorporating this Change Order** \$ \_\_\_\_\_

**CHANGE IN CONTRACT TIME:**

Original Contract Time: \_\_\_\_\_

Increase of this Change Order \_\_\_\_\_

Increase from previously approved Change Orders No. \_\_\_\_\_

Increased Non-Working Days Caused by Weather \_\_\_\_\_

**Contract times with all approved Change Orders:** \_\_\_\_\_

**Date of Completion of All Work:** \_\_\_\_\_

Recommended By: *AM Consulting Engineers.*

\_\_\_\_\_  
*Engineer (Authorized Signature)*

Accepted By:

\_\_\_\_\_  
*Contractor (Authorized Signature)*

Approved By: *Jon Sterling, General Manager*

\_\_\_\_\_  
*Owner (Authorized Signature)*



## SECTION 1 GENERAL CONDITIONS

### 1 - 1 DEFINITIONS

Wherever used in the Contract Documents, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof:

**Addenda** - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by additions, deletions, clarifications or corrections.

**ANSI** - American National Standards Institute, current designation as of the Bid date unless otherwise indicated.

**ASME** - American Society of Mechanical Engineers, current designation as of the Bid date unless otherwise indicated.

**ASTM** - American Society for Testing Materials, current designation as of the Bid date unless otherwise indicated.

**AWWA** - American Water Works Association, current designation as of the Bid Date unless otherwise specified.

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

**Bidder** - Any person, firm or corporation submitting a Bid for the Work.

**Bonds** - Bid, Performance and Payment Bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.

**Change Order** - A written order to the Contractor authorizing an addition, deletion or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.

**Completion** - That date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.

**Contract Documents** - The Contract, including Advertisement for Bids, Information for Bidders, Bid, including Bid Representations and Certifications, Bid Bond, Agreement, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Order, General Conditions, Special Conditions, Specifications, Drawings, and Addenda.

**Contract Price** - The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

**Contract Time** - The number of working days stated in the Contract Documents for the completion of the Work.

**Contractor** - The person, firm or corporation with whom the Owner has executed the Agreement.

**Drawings** - The part of the Contract Documents which shows the characteristics and scope of the Work to be performed and which have been prepared or approved by the Engineer.

**Engineer** - AM Consulting Engineers, Fresno, California, acting either directly or through properly authorized agents (any authorized agent will, upon demand, show written evidence

of such authorization).

**Field Order** - A written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.

**IEEE** - Institute of Electrical and Electronics Engineers, current designation as of the Bid date unless otherwise indicated.

**NEMA** - National Electrical Manufacturers Association, current designation as of the Bid date unless otherwise indicated.

**Notice Of Award** - The Written Notice of the acceptance of the Bid from the Owner to the successful Bidder.

**Notice To Proceed** - Written communication issued by the Owner to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

**Owner** – Groveland Community Services District.

**Project** - The undertaking to be performed as provided in the Contract Documents.

**REA** - Rural Electrification Association, current designation as of the Bid date unless otherwise indicated.

**Submittals / Shop Drawings** - All Drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

**Specifications** - A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and Workmanship.

**Standards** – Groveland Community Services District Standard Specifications, The Standard Specifications of the Department of Transportation of the State of California dated 2010 and subsequent updates, and the Standard Plans of the Department of Transportation of the State of California dated 2010 and subsequent updates.

**Subcontractor** - An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

**Supplier** - Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

**UNI** - Uni-Bell Plastic Pipe Association, current designation as of the Bid date unless otherwise specified.

**Work** - All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.

**Written Notice** - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the Work.

## **1 - 2 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS**

The Contractor may be furnished additional instructions and detail Drawings by the Engineer, as necessary to carry out the Work required by the Contract Documents. The additional Drawings and instructions thus supplied will become a part of the Contract Documents. The Contractor shall carry out the Work in accordance with the additional detail Drawings and instructions.

## **1 - 3 SCHEDULES, REPORTS AND RECORDS**

The Contractor shall submit to the Owner such schedules, reports, records and other data as the Owner may request concerning Work performed or to be performed.

Prior to the first partial payment estimate, the Contractor shall submit schedules showing the order in which he proposes to carry on the Work, including dates at which he will start the various parts of the Work, estimated date of completion of each part and, as applicable:

- A. A detailed cost breakdown of the Work under each Bid item awarded. The breakdown, after receiving favorable review by the Engineer, will become the basis for partial payment determination. Elements of Work shall be grouped by building, structure, pipeline, system, etc. Within each grouping, Work shall be itemized by readily measurable quantities of Work completed in place. For example, concrete should be in units of cubic yards including form Work and reinforcing steel. Mobilization costs, bond and insurance costs, and overhead costs shall not be considered an item of cost for this purpose, but shall be prorated over items of Work. In the event the cost breakdown is not favorably reviewed by the Engineer, another cost breakdown shall be submitted that is mutually acceptable to the Contractor and the Engineer.
- B. The dates at which special detail Drawings will be required; and respective dates for submission of Shop Drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment. The Contractor shall also submit a schedule of payments that he anticipates he will earn during the course of the Work.

## **1 - 4 DRAWINGS AND SPECIFICATIONS**

The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental Work necessary to complete the Project in an acceptable manner, ready for use, occupancy or operation by the Owner.

In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings.

Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at The Contractor's risk.

The Owner will furnish to the Contractor, free of charge, six copies of Drawings and Specifications for the Work. The Contractor shall keep one copy of all current Drawings and Specifications on the job site, in good order, available to the Engineer and his representatives.

All Drawings, Specifications, and copies thereof furnished by the Owner are the property of the Engineer. They are not to be used on other Work, and, with the exception of the signed Contract set, are to be returned to the Engineer on request, at the completion of the Work.

## **1 - 5 SUBMITTALS/SHOP DRAWINGS**

The Contractor shall provide the Engineer with Shop Drawings as may be necessary for the prosecution of the Work as required by the Contract Documents. For each item where a Shop Drawing is required, the Contractor shall submit a minimum of five sets or an electronic copy. The Engineer shall review all hard copies of Shop Drawings and retain three sets after his review. All additional copies shall be returned to the Contractor. If the Contractor requires more than two sets returned, he shall accordingly increase the number of sets submitted to the Engineer. The Engineer will review the Contractor's Shop Drawings and related submittals with respect to the ability of the Work, when complete, to be a properly functioning integral element of the overall system. Before submitting a Shop Drawing or any related material to the Engineer, the Contractor shall review each such submission for conformance with the means, methods, techniques, sequences, and operation of construction, and safety precautions and programs incidental thereto, all of which are the sole responsibility of the Contractor; approve each such submission before submitting it; and so stamp each such submission before submitting it. The Engineer shall assume that no Shop Drawing or related submittal comprises a variation unless the Contractor advises the Engineer otherwise via a written instrument which is acknowledged by the Engineer in writing.

The Engineer shall return Shop Drawings and related materials with comments provided that each submission has been called for and is stamped by the Contractor as indicated above. The Engineer shall return without comment material not called for or which has not been approved by the Contractor.

Portions of the Work requiring a Shop Drawing or sample submission shall not begin until the Shop Drawing or submission has been reviewed by the Engineer. A copy of each Shop Drawing and each sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer.

If more than TWO submittals for a single item are required because of incorrect or insufficient data, or the submittal is unacceptable, or because the Contractor wishes to change previously approved material, then all costs incurred by the Owner for the additional review shall be deducted from monies due the Contractor.

## **1 - 6 RECORD DOCUMENTS**

Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

## **1 - 7 MATERIALS, SERVICES AND FACILITIES**

It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.

Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and reviewed by the Engineer.

Materials, supplies or equipment to be incorporated into the Work shall not be purchased by the Contractor or any Subcontractor subject to a chattel mortgage or under a conditional sale contract or other Agreement by which an interest is retained by the seller.

#### **1 - 8 INSPECTION AND TESTING**

All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.

The Contractor shall provide, at his expense, the necessary testing and inspection services required by the Contract Documents, unless otherwise provided.

The Owner shall provide all other inspection and testing services not required by the Contract Documents. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction specifically require any Work to be inspected, tested, approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will then furnish the Engineer the required certificates of inspection, testing or approval.

Neither observations by the Engineer nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

The Engineer and his representatives will at all times have access to the Work. In addition, authorized representatives and agents of the Owner and appropriate Federal or State agencies shall be permitted to inspect all Work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof.

If any Work is covered contrary to the written request of the Engineer, it must, if requested by the Engineer be uncovered for his observation and replaced at the Contractor's expense.

If any Work has been covered which the Engineer has not specifically requested to observe prior to its being covered, or if the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate Change Order shall be issued.

#### **1 - 9 SUBSTITUTIONS**

Whenever a material, article or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in

the opinion of the Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and use by the Contractor. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

## **1 - 10 PATENTS**

The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Engineer.

## **1 - 11 SURVEYS, PERMITS AND REGULATIONS**

The Owner will furnish lines and grades as required for the construction of the Work. The Contractor shall make a general check of all lines, dimensions and elevations and shall make all necessary rechecks during the progress of the Work to avoid errors in construction. The Contractor shall be responsible for proper dimensions and fittings of all items of Work being performed by him. Should any discrepancy be found in lines, dimensions or elevations, they shall be reported to the Engineer immediately.

The Contractor shall protect all existing property and survey monuments, including survey control monuments for this Work. Where it is necessary to disturb existing property, survey or control monuments, in order to permit the prosecution of the Work within the permanent and construction rights-of-way, such monuments shall be reset by the Owner. Such monuments shall not be disturbed during the prosecution of the Work unless the Contractor has given the Owner a minimum of 72 hours notice of the Contractor's intent to disturb such monuments during the prosecution of his Work.

The Contractor shall carefully preserve benchmarks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in Section 1 -14, Changes in the Work.

## **1 - 12 PROTECTION OF WORK, PROPERTY AND PERSONS**

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
  - C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
  - D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor that the Work is acceptable.
  - E. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

#### **1 - 13 SUPERVISION AND SUPERINTENDENCE**

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a qualified supervisor or superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

#### **1 - 14 CHANGES IN THE WORK**

The Owner may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by Change Order.

The Engineer may also, at any time, by issuing a Field Order, make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work so ordered by the Engineer unless the Contractor believes that such Field Order entitles him to a change in Contract Price or Contract Time, or both, in which event he shall give the Engineer Written Notice thereof within seven (7) days after the receipt of the ordered change, and the Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the Owner.

Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified, or supplemented by a Change Order, or a Work Change Directive.

#### **1 - 15 CHANGES IN CONTRACT PRICE**

The Contract Price may be changed only by a Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- A. Unit previously approved.
- B. An agreed lump sum.
- C. If a lump sum or unit price cannot be mutually agreed upon, the Contractor shall be entitled to the sum of the following costs of doing the extra work:
  1. Direct Labor Costs. Charges for cost of all the labor furnished and used by the Contractor shall be made for manual classifications up to and including general foreman. It will not include charges for Assistant Superintendents, Superintendents, Office Personnel, Timekeepers, and Maintenance Mechanics. The time charged to extra Work shall be subject to the daily approval of the Engineer and evidence of such daily approval shall be submitted with the billing. Labor rates used to calculate the costs shall be those so designated in the Advertisement for Bids. No time or charges will be allowed, except when the men are actually engaged in the proper, efficient, and diligent performance or completion of the extra Work as authorized. Overtime shall not be worked without prior approval by the Engineer.
  2. Equipment Costs. Charges for the rental and operation of the equipment furnished and used by the Contractor shall be made for all prime construction and automotive equipment. It will not include charges for equipment or tools with a new cost of \$1,000.00 or less. Equipment time charges must be subject to the daily approval of the Engineer and evidence of such daily approval submitted with the billing. The equipment rental and operation rates used shall be those agreed upon by the Engineer and the Contractor prior to commencement of the extra Work. No time or charges will be allowed except when equipment is actually being used for the proper and efficient performance or completion of the extra Work as authorized.
  3. Material Costs. Charges for the cost of materials furnished by the Contractor shall be made providing such furnishing was specifically authorized in the extra Work order and the actual use verified by the Engineer. Charges must be net cost to the Contractor delivered at the job, and vendor's invoice must accompany the billing along with verification of use of such materials by the Engineer.
  4. Tools, Supplies, Overhead, Supervision and Profit. A charge for tools, supplies, overhead, supervision and profit will be allowed in the amount of 15% of the total Direct Labor Costs, and Material Costs, as defined above.



Any extra Work performed hereunder shall be subject to all of the provisions of the Contract and the Contractor's sureties shall be bound with reference thereto as under the Contract.

#### **1 - 16 TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on a date specified in the Notice to Proceed.

Time is of the essence in this Agreement. The Contractor shall proceed with the Work at such rate of progress to ensure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the Work described herein is a reasonable time.

The parties hereto agree that it is extremely difficult and impractical in this case to determine the actual damages the Owner will suffer if the Contractor fails to complete the Work within the Contract Time and for said reason, if the Contractor shall fail to complete the Work within the Contract Time, or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the Agreement for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents. The time for completion of the Work shall be extended, and the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following, and the Contractor has promptly given Written Notice of such delay to the Owner or Engineer:

- A. To any preference, priority or allocation order duly issued by the Owner.
- B. To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics quarantine restrictions, strikes, freight embargoes, and climatic conditions which, in the opinion of the Engineer, make prosecution of the Work unreasonably difficult.
- C. To any delays of Subcontractors occasioned by any of the causes specified in the above paragraphs.

#### **1 - 17 CORRECTION OF WORK**

The Contractor shall promptly remove from the premises all Work rejected by the Engineer for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.

#### **1 - 18 SUSPENSION OF WORK, TERMINATION AND DELAY**

The Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days, or such further time as agreed upon by the Contractor, by Written Notice to the Contractor and the Engineer, which notice shall fix the date on which Work shall be resumed. The Contractor will resume that Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any such suspension.

If the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled Workmen or

suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction over the Work or if he disregards the authority of the Engineer, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a Written Notice, terminate the services of the Contractor and take possession of the Project and of all the materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated in a Change Order.

Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.

After ten (10) days from delivery of a Written Notice to the Contractor and the Engineer, the Owner may without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus reasonable profit.

If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or the Engineer fails to act on any request for payment within thirty (30) days after it is submitted, or the Owner fails to pay the Contractor substantially the sum approved by the Engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after the (10) days from delivery of a Written Notice to the Owner and the Engineer, terminate the Contract and recover from the Owner payment for all Work executed and all expenses sustained. In addition and in lieu of terminating the Contract, if the Engineer has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may upon ten (10) days notice to the Owner and the Engineer stop the Work until he has been paid all amounts then due, in which event and upon resumption of the Work, Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the Work.

If the performance of all or any portion of the Work is suspended, delayed, or interrupted as a result of a failure of the Owner or Engineer to act within the time specified in the Contract Documents, or, if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner or Engineer.

## **1 - 19 PROGRESS ESTIMATES**

On or about the last day of the calendar month, the Engineer will, except as hereinafter provided, make in writing and certify to the Owner an estimate which, in his opinion, is just and fair of the amount and value of the Work completed by the Contractor up to that time in the performance of the Contract. In case of Work for which unit prices are named in the Contract, the estimate shall be computed on the basis of said unit prices. In the case of Work for which a lump sum is named in the Contract, the Engineer may use a breakdown of the lump sum price submitted by the Contractor, provided that such breakdown is submitted within 15 calendar days after the execution of the

Contract Agreement in a form acceptable to the Engineer. No payment will be made to the Contractor until such schedule has been submitted to and reviewed by the Engineer. To the figure thus arrived at shall be added any amounts due the Contractor for extra Work and the amount of any approved claims for extra costs to the date of the Progress Estimate. The retained percentage hereinafter provided for shall be deducted from the total thus computed; and from the remainder, there shall be further deducted any amounts due the Owner from the Contractor for supplies or materials furnished or services rendered and any other amounts that may be due the Owner under the terms of the Contract. In preparing estimates for partial payment, consideration shall be given to delivery on the site of pipe, and fittings which will become a part of the finished construction Work and for which payment in full has been made by the Contractor, but no consideration will be given to preparatory Work done or other materials on hand. From the balance thus determined shall be deducted the amount of all previous payments and the remainder shall constitute the partial estimate for that month. Such partial estimates shall not be required to be made by strict measurement, but may be made by measurement or by estimation or partly by one method and partly by the other and it shall be sufficient if they are approximate only. Partial estimates may be withheld or reduced if, in the opinion of the Engineer, the Contractor is not diligently and efficiently endeavoring to comply with the intent of the Contract.

### **1 - 20 PROGRESS PAYMENTS**

The Owner will make payments on account of the Contract as follows: Not later than the 30th day of the month following the month in which the Contract is awarded, and the 30th day of each calendar month thereafter, the Owner will pay to the Contractor 90% of the amount earned by the Contractor during the preceding month at the rate of prices set forth in the Contract, based on the estimate of the Engineer. At the request and expense of the Contractor 100% of the amount earned will be paid as specified above provided securities are substituted for the retention withheld. Securities shall be deposited with the Owner or with a State or federally chartered bank as the escrow agent. In the event the securities are to be deposited with an escrow agent, Contractor agrees to execute any and all necessary documents including an escrow Agreement substantially similar to the form set forth in Public Contract Code, Section 22300. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. The Contractor shall be the beneficial Owner of any securities substituted for monies withheld and shall receive any interest thereon.

If the Owner fails to make payment by the date specified above, in addition to other remedies available to the Contractor, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.

The retention will be held by the Owner or the securities will be held by the Owner or escrow agent until 35 days following filing of the Notice of Completion.

### **1 - 21 PROMPT PAYMENT**

The Contractor shall promptly pay all Subcontractors and suppliers within ten (10) days of receipt of any progress payment, final payment or retention paid by the Owner to the Contractor. Contractor shall advise all Subcontractors and suppliers that all second-tier Subcontractors and suppliers must be paid within then (10) days of their receipt of payment from the Contractor.

### **1 - 22 ACCEPTANCE AND FINAL PAYMENT**

Upon receipt of Written Notice from the Contractor that the Work is ready for final inspection and acceptance, the Engineer will promptly make such inspection, and when he finds the Work acceptable under the Contract, and the Contract fully performed, he will promptly issue a final certificate, over his own signature, stating that the Work required by this Contract has been

completed. The Owner then shall issue a formal Notice of Completion, and the entire balance found to be due shall be paid to the Contractor by the Owner 35 days from the date of recording by the Owner of the Notice of Completion of all Work covered by this Contract.

Before issuance of the Notice of Completion, the Contractor shall submit evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the Work have been paid, or if not paid, then the Contractor shall submit evidence of the status of any unpaid indebtedness.

The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner except the following:

- A. those arising from unsettled liens;
- B. those arising from faulty Work appearing within 12 months after the date of filing of the Notice of Completion;
- C. those arising from failure to meet the requirements of the Specifications; or,
- D. those arising from manufacturers' guarantees.

It shall also constitute a waiver of all claims by the Contractor except those previously made and still unsettled.

All prior certificates upon which partial payment may have been made, being merely estimates, shall be subject to a correction on the final certificate.

#### **1 - 23 PAYMENT OF WITHHELD FUNDS**

The Owner shall retain 5% of each payment from Contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Owner, of the Contract Agreement Work, and pay retention to the Contractor based on these acceptances. The Contractor, or Subcontractor, shall return all monies withheld in retention from a Subcontractor within 30 days after receiving payment for Work satisfactorily completed and accepted including incremental acceptances of portions of the Contract Agreement Work by the Owner. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the Owner's prior written approval. Any violation of this provision shall subject the violating Contractor or Subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or Subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor, deficient subcontract performance, or noncompliance. When the Work is complete, the Owner will issue a Notice of Completion to the County. The Owner will pay all retention funds to the Contractor thirty-five (35) Days after Notice of Completion has been recorded.

#### **1 - 24 QUANTITIES AND UNIT PRICES**

The quantities noted in the schedule are approximations for comparing Bids, and no claim shall be made against the Owner for excess or deficiency therein. Payment at the unit prices set forth in the schedule will constitute payment in full for the completed Work and will include materials, supplies, labor, tools, machinery, and all other expenditures incident to satisfactory compliance with the Contract, unless otherwise specifically provided.

The quantities of Work performed will be computed for payment by the Engineer on the basis of measurements taken by the Engineer, and these measurements shall be final and binding.

#### **1 - 25 INSURANCE**

The Contractor shall not commence Work under this Contract until he has obtained all the insurance required under this Section and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until the insurance required of the Subcontractor has been so obtained and approved. All insurance required under this Section shall be maintained at the expense of the Contractor continuously during the life of the Contract up to the date of acceptance of the Work by the Owner's governing body.

### **1. Commercial General Liability and Automobile Liability Insurance**

The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

- 1.1. Coverage - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:
  - A. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001)
  - B. Insurance Service Office Form Number CA 0001 (ed. 1/87) covering Automobile Liability, Code 1 (any auto)
- 1.2. Limits - The Contractor shall maintain limits no less than the following:
  - A. General Liability - One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Project/location (with the ISO CG 2501 or insurer's equivalent endorsement provided to the Owner) or the general aggregate limit shall be twice the required occurrence limit.
  - B. Automobile Liability - One million dollars (\$1,000,000) per accident for bodily injury and property damage combine single limit.
- 1.3. Required Provisions - The general liability and automobile liability policies are to contain, to be endorsed to contain the following provisions:
  - A. The Owner and the Engineer and their directors, officers, employees, agents and volunteers are to be covered as insured's as respects: liability arising out of activities performed by or on behalf of the Contractors, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner and the Engineer and their directors, officers, employees, agents, and volunteers.
  - B. For any claims related to this Project, the Contractor's insurance shall be primarily insurance as respects the Owner and the Engineer and their directors, officers, employees, agents and volunteers. Any insurance, pooled coverage or self-insurance maintained by the Owner and the Engineer and their directors, officers, employees, agents and volunteers shall not contribute to it.
  - C. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Owner and the Engineer and their directors, officers, employees, agents and volunteers.
  - D. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's

liability.

E. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior Written Notice by certified mail, return receipt requested, has been given to the Owner.

1.4. Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by the Owner. At the option of the Owner, either the insurer shall reduce or eliminate such deductibles or self insured retentions.

1.5. Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best's rating of no less than A-VII or equivalent.

## **2. Workers' Compensation and Employer's Liability Insurance**

The Contractor and all Subcontractors shall cover or insure under the applicable laws relating to Workers' compensation insurance, all of their employees Working on or about the construction site, regardless of whether such coverage or insurance is mandatory or merely elective under law, and the Contractor shall defend, protect and save harmless the Owner and the Engineer and their directors, officers, employees, agents and volunteers from and against all claims, suits, and actions arising from any failure of the Contractor or any Subcontractor to maintain such insurance. Before beginning Work, Contractor shall furnish to the Owner satisfactory proof that he has taken out for the period covered by the Work under this contract, full compensation insurance for all persons employed directly by him or through Subcontractors in carrying out the Work contemplated under this contract, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof.

The Contractor shall provide employer's liability insurance in the amount of, at least, \$1, 000, 000 per accident for bodily injury and disease.

The Contractor shall provide the Owner with a certificate of Workers' Compensation and Employers liability insurance coverage.

In signing the Contract Agreement, Contractor makes the following certification required by Section 1861 of the Labor Code:

"I am aware of the provisions of Section 3700 of the Labor Code which requires each employer to be insured against liability for Workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

## **3. Evidences and Cancellation of Insurance**

Prior to execution of the contract, the Contractor shall file with the Owner and the Engineer evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative and certificate of insurance (Accord Form 25-S or equivalent). All evidence of shall be certified by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insurers, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, the expiration date, and that the insurer will give by certified mail, Written Notice to the Owner at least thirty (30) days prior to the effective date of any cancellation, lapse or material change in the policy.

The Contractor shall, upon demand of the Owner, deliver to the Owner all such policy or

policies of insurance and the receipts for payment of premiums thereon; and should the Contractor neglect to obtain and maintain in force any such insurance or deliver such policy or policies and receipts to the Owner, then it shall be lawful for the Owner to obtain and maintain such insurance, and the Contractor hereby appoints the Owner his true and lawful attorney-in-fact to do all things necessary for this purpose. All money paid by the Owner for insurance premiums under the provisions of this article shall be charged to the Contractor.

## **1 - 26 CONTRACT SECURITY**

The Contractor shall, within ten (10) days after the receipt of the Notice Of Award, furnish the Owner with a Performance Bond and a Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and Agreements of the Contract Documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the Work provided by the Contract Documents. Such bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these bonds shall be borne by the Contractor. If at any time a surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the Work is to be performed or is removed from the list of Surety Companies accepted on Federal bonds, Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond (s) shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

Attached to the bonds shall be the original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument which entitles and authorizes the person to execute the bond to do so, a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the county in which the Owner is located which would state that the certificate of authority of the insurer (the bonding company) has not been surrendered, revoked, cancelled, annulled, or suspended.

The Performance Bond shall remain in full force and effect during the Warranty period of 12 months from the date of acceptance of the Work by the Owner.

***The Performance Bond shall remain in full force and effect during the Warranty period of 12 months from the date of acceptance of the Work by the Owner.***

If requested by the Owner or Engineer, copies of the insurer's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter I of Part 2 of Division 1 of the Insurance Code, shall be provided to the Owner or Engineer within 10 calendar days of the insurer's receipt of the request to submit the statements.

## **1 - 27 ASSIGNMENTS**

Neither the Contractor nor the Owner shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligation hereunder, without written consent of the other party.

## **1 - 28 INDEMNIFICATION**

Contractor shall indemnify and hold harmless and defend the Owner and the Engineer and their directors, officers, employees, agents or volunteers, and each of them from and against:

- A. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever for, but not limited to, injury to or death of any person including Owner and/or Engineer and/or Contractor, or any directors, officers, employees, agents or volunteers of Owner, Engineer or Contractor, and damages to or destruction of property of any person, including but not limited to, Owner, Engineer and/or Contractor and their directors, officers, employees, agents or volunteers, arising out of or in any manner directly or indirectly connected with the Work to be performed under this Agreement, however caused regardless of any negligence of the Owner or the Engineer or their directors, officers, employees, agents, or volunteers, except the sole negligence or willful misconduct or active negligence of the Owner or the Engineer or their directors, officers, employees, agents or volunteers:
- B. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor.

Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the Owner and the Engineer or their directors, officers, employees, agents or volunteers.

Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Owner and the Engineer or their directors, officers, employees, agents or volunteers in any such suit, action, or other legal proceeding.

Contractor shall reimburse the Owner and the Engineer and their directors, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Contractor agrees to carry insurance for this purpose as set out in the Specifications. See Section 1 - 24 for insurance Specifications and coverage. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Owner and the Engineer or their directors, officers, employees, agents and/or volunteers.

#### **1 - 29 SEPARATE CONTRACTS**

The Owner reserves the right to let other contracts in connection with this Project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work, and shall properly connect and coordinate his Work with theirs. If the proper execution or results of any part of the Contractor's Work depend upon the Work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such Work that render it unsuitable for such proper execution and results.

The Owner may perform additional Work related to the Project by himself, or he may let other contracts containing provisions similar to these. The Contractor will afford the other Contractors who are parties to such contracts (or the Owner, if he is performing the additional Work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work, and shall properly connect and coordinate his Work with theirs.

If the performance of additional Work by other Contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, Written Notice thereof shall be given to the Contractor prior to starting any such additional Work. If the Contractor believes that the performance of such additional Work by the Owner or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provided in Sections 1 - 14 and 1 - 15.



## **1 - 30 SUBCONTRACTING**

The Contractor shall perform work totaling at least 50% of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

The Contractor may utilize the services of specialty Subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors.

Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

- A. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
- B. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- C. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- D. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- E. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- F. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.

## **1 - 31 EMPLOYMENT OF APPRENTICES**

The Contractor and any Subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. The responsibility for compliance with the provisions of said Section 1777.5 for all apprenticeship occupations shall rest with the Contractor. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California, or from its branch offices.

## **1 - 32 NON DISCRIMINATION**

During the performance of the Project, Contractor and Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, color, ancestry, religion, sex, national origin, marital status, age, medical condition (cancer related), physical handicap (including AIDS), or sexual orientation. Equal employment extends, but is not limited to recruitment, compensation, benefits, layoff, termination, and all other conditions of employment.

Contractor and Subcontractors shall ensure that the evaluation/treatment of their employees and applicants for employment are free of such discrimination. Contractor and Sub-contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated there under (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code and incorporated into this Contract Agreement by reference and made a part hereof as if set forth in full.

Contractor and any Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall include the nondiscrimination and compliance provisions of the clause in all subcontracts to perform Work under the Contract.

Contractor shall grant access by representative of the Department of Fair Employment and Housing and the Owner upon reasonable notice at any time during normal business hours, but in no case less than twenty-four (24) hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Owner shall require to ascertain compliance with this clause.

### **1 - 33 Payment of Prevailing Wages**

All Work under this Contract is public works. (see definition of public works, Labor Code section 1720 *et seq.*) and must be performed in accordance with the requirements of Labor Code sections 1720 to 1815 and Title 8 California Code of Regulations sections 16000 to 17270, which govern the payment of prevailing wage rates on public works projects. The Project under this Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). Contractor and all subcontractors must comply with all applicable laws and regulations, and perform all obligations required by the DIR pursuant to such authority.

The prevailing wage rates set forth are the minimum that must be paid by the Contractor on a public works contract. Nothing herein contained shall be construed as preventing the Contractor from paying more than the minimum rates set forth. If a worker employed by a subcontractor on a public works project is not paid the general prevailing per diem wages by the subcontractor, the Contractor is liable for any penalties under section 1775(a), if the Contractor fails to comply with the requirements of section 1775(b). Contractor shall periodically review and monitor all subcontractors' certified payroll records. If Contractor learns that any subcontractor has failed to comply with the prevailing wage requirements herein, Contractor shall take corrective action.

Pursuant to Labor Code section 1770, the Director of the DIR has ascertained the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime Work for each craft needed in execution of the Contract as set forth in the Notice to Bidders. Contractor shall post a schedule showing all applicable prevailing wage rates at appropriate and conspicuous locations on the Project site in accordance with Labor Code section 1773.2. The Owner shall maintain copies of the prevailing rate of per diem wages, and shall make them available to any interested party upon request. Contractor shall also post job site notices as required by the DIR pursuant to Labor Code section 1771.4 (a) (2) and applicable regulations.

The time of service of any worker employed upon public work is limited and restricted to eight hours during any one calendar day, and 40 hours during any one calendar week (Labor Code Section 1811). Overtime (not less than 1-1/2 times basic rate of pay) must be paid for all work performed by employees on public work in excess of eight hours per day, and 40 hours during any one week (Labor Code Section 1815).

The Contractor or any subcontractor is responsible for ascertaining and complying with all applicable general prevailing wage rates for trades workers and any rate changes that may occur during the term of the contract. Prevailing wage rates and rate changes are to be posted at the job site for workers to view. Prevailing wage determinations for journeymen can be obtained at: <http://www.dir.ca.gov/DLSR/PWD>.

Each Contractor and Subcontractor 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, worker, or other employee employed by him in connection with the public work. Such records shall be certified and available for inspection at all reasonable hours at the principal office of the contractor as required by Labor Code Section 1776.

The Contractor shall forfeit to the Owner as a penalty not more than \$50.00 per day for each workman paid less than the said stipulated rates set forth in the wage determination of the Director of Industrial Relations in accordance with Labor Code Section 1775. The Contractor shall keep an accurate record of all personnel employed under the various classifications listing the name, classification, and hourly rate of such personnel, which record shall be made available for inspection by the Owner.

The difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day, or a portion thereof, for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the Contractor. The Contractor shall comply with the provisions of Section 1775 of the Labor Code of the State of California.

The Contractor and his Subcontractors must submit certified payroll information electronically to the Department of Industrial Relations as well as a hard copy of said certified payrolls to the Owner on a monthly basis.

#### **1 - 34 REGISTRATION TO TRAIN APPRENTICES**

Pursuant to Labor Code Section 1777.5, all Contractors shall file with the appropriate Joint Apprenticeship Training Committee (JATC), a DAS-140 form registering to train apprentices. This requirement to register to train apprentices is mandated by Section 1777.5 whether or not you are signatory to or a party of any approved training program. Only those programs approved by the California Apprenticeship Council are applicable to accept DAS-140 registration forms.

If the Contractor is approved to train apprentices, then apprentices must be called in a ratio not less than one apprentice hour for each five journeyman hours.

However, if the entire contract may be completed within 20 working days or the entire contract (nor subcontracts) is less than thirty thousand (\$30,000), then the Contractor is exempt from requesting apprentices under Labor Code Section 1777.5.

In addition, all Contractors are required to make appropriate training contributions as set forth in the prevailing wage determination to each appropriate JATC, or in the alternative, to the California Apprenticeship Council. Payments shall be made not less than monthly, calculated and paid by the fifteenth of each month, for work performed that prior month.

The address for the applicable Joint Apprenticeship Training Committee and for the California Apprenticeship Council can be obtained by calling the Division of Apprenticeship Standards.

#### **1 - 35 PENALTIES**

Failure to pay the appropriate prevailing wage can result in penalties being assessed as follows:

- A. Up to \$50.00 per day per worker for each and every violation; and,
- B. Debarment from future public works for a period not to exceed three years.
- C. \$50.00 per day per worker for each failure to comply with the payment of overtime for all hours worked in excess of 8 in one day or 40 in one week.

Failure to register to train apprentices or failure to pay the appropriate training contribution can result in penalties being assessed as follows:

- A. \$100.00 per day for each day of violation; and,
- B. Debarment from future public works for a period not to exceed three years.

#### **1 - 36 ENGINEER'S AUTHORITY**

The Engineer shall act as the Owner's representative. He shall decide questions which may arise as to quality and acceptability of materials furnished and Work performed. He shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Engineer will make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents.

The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, Workmanship and execution of the Work. Inspections may be made at the factory or fabrication plant of the source of material supply.

The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

#### **1 - 37 LAND AND RIGHTS-OF-WAY**

Prior to issuance of the Notice To Proceed, the Owner shall obtain all land and rights-of-way necessary for carrying out and for the completion of the Work to be performed pursuant to the Contract Documents, unless otherwise mutually agreed.

The Owner shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired.

The Contractor shall provide, at his own expense and without liability to the Owner, any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

#### **1 - 38 WARRANTY AND GUARANTEE**

Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of defects known to Owner shall be given to Contractor. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in Paragraph 1 – 14, Changes in the Work, of these General Conditions. Defective work may be rejected even if approved by prior inspection.

#### **1 - 39 ONE (1) YEAR WARRANTY PERIOD**

The warranty period shall commence when the Notice of Completion is issued, and extend until one (1) year after that date or a longer period may be prescribed by laws or regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

#### **1 - 40 CORRECTION OF DEFECTIVE WORK**

If within one year after the date of Acceptance of Work, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. Repair such defective land or areas; or
2. Correct such defective Work; or
3. Satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

Contractor's obligations under this Section are in addition to any other obligation or warranty. The provisions of this Paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

#### **1 - 41 EXTENDED WARRANTIES AND GUARANTEES**

Owner may at its sole discretion extend the one (1) year warranty period up to twenty-four (24) months, in which case Contractor shall maintain the warranties and guarantees. If such extension of the one (1) year warranty period causes an increase in the cost of the warranties and guarantees provided by Contractor, an adjustment in Contract Price shall be made as provided by the Contract Documents.

#### **1 - 42 CLAIMS**

- A. Engineer's Decision Required: All Claims shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. Notice: Written Notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 10 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 30 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).
- C. Engineer's Action: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
  - (1) deny the Claim in whole or in part;

- (2) approve the Claim; or
  - (3) notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
  - E. Engineer's written action under Paragraph 1-42 C. or denial pursuant to Paragraphs 1-42 C.(3) or 1-43 D. will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Paragraph 1-43 Dispute Resolution within 30 days of such action or denial.
  - F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with Paragraph 1-42 Claims.
  - G. Contractor acknowledges the applicability of the False Claims Act, 31 U.S.C S3729, et seq., to this Contract, including liability for false and fraudulent claims resulting in civil penalties of \$5,000 to \$10,000, treble damages, and award of attorney's fees and costs.

## **1 - 43 DISPUTE RESOLUTION**

### **1. Methods and Procedures**

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 1-42 Claims before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 1-42 E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 1-42 C. or a denial pursuant to Paragraphs 1-42 C.(3) or 1-42.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
  - (1) elects in writing to demand arbitration of the Claim, pursuant to Paragraph 1-42 2. Arbitration.

### **2. Arbitration**

- A. All Claims or counterclaims, disputes, or other matters in question between Owner and Contractor arising out of or relating to the Contract Documents or the breach thereof (except for Claims which have been waived by the making or acceptance of final payment) including but not limited to those not resolved under the provisions of Paragraphs 1-43 1A and 1-43 1.B. will be decided by arbitration in accordance with the State of California, subject to the conditions and limitations of this Paragraph 1-43 2. Arbitration. This Agreement to arbitrate and any other Agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator or arbitration provider, and a copy will be sent to Engineer for

information. The demand for arbitration will be made within the 30-day period specified in Paragraph 1-43 1.C, and in all other cases within a reasonable time after the Claim or counterclaim, dispute, or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such Claim or other dispute or matter in question would be barred by the applicable statute of limitations.

- C. No arbitration arising out of or relating to the Contract Documents shall include by consolidation, joinder, or in any other manner any other individual or entity including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:
  - (1) The inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration.
  - (2) Such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings.
- D. The award rendered by the arbitrator(s) shall be consistent with the agreement of the parties, in writing, and include: (i) a concise breakdown of the award: and (ii) a written explanation of the award specifically citing the Contract Document provisions deemed applicable and relied on in making the award.
- E. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Controlling Law relating to vacating or modifying an arbitral award.
- F. The fees and expenses of the arbitrators and any arbitration service shall be shared equally by Owner and Contractor.

#### **1 - 44 TAXES**

The Contractor shall pay all sales, consumer, use and other similar taxes required by the law of the place where the Work is performed.

#### **1 - 45 CONTRACTOR'S UNDERSTANDING**

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and extent of the Work, the character, quality, and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work under this Contract. No verbal Agreement or conversation with any officer, agent or employee of the Engineer or the Owner, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

#### **1 - 46 ACCIDENTS**

The Contractor shall provide, at the site, such equipment and medical facilities as are necessary to supply first-aid service to anyone who may be injured in connection with the Work. The Contractor must promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with the performance of the Work, whether on or adjacent to the site which causes death, personal injury, or property damages, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Engineer and the Owner. If any claim is made by anyone against the Contractor or any Subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Engineer, giving full details of the claim.

## **1 - 47 SAFETY AND SANITATION**

The Contractor shall provide adequate safety and sanitation facilities according to State laws and local ordinances.

The Contractor will assume sole and complete responsibility for job site conditions during the course of construction of the Project, including safety of all persons and equipment. This responsibility shall apply continuously and not be limited to normal Working hours.

## **1 - 48 CLIMATIC CONDITIONS**

The Engineer may order the Contractor to suspend any Work that may be subject to damage by climatic conditions. The Contractor may suspend Work if climatic conditions are such that the Contractor is unable to Work. In such case, the Contractor, within seven days, shall request in writing a Change Order to extend the Contract Time.

## **1 - 49 OFFICIALS NOT TO BENEFIT**

No official of the Owner shall receive any benefit that may arise by reason of this Contract.

## **1 - 50 CLEAN-UP**

During the progress of the Work, the Contractor shall maintain the site and related structures and equipment in a clean, orderly condition and free from unsightly accumulations of rubbish. Upon completion of the Work, the Contractor shall remove from the vicinity of the Work all plants, buildings, rubbish, unused materials, concrete forms, temporary bridging, and other like material, belonging to him or used under his direction during construction, and in the event of his failure to do so, the same may be removed by the Owner after 10 calendar days notice to the Contractor at the expense of the Contractor, and his surety or sureties shall be liable therefore.

As part of the final clean-up, the Contractor shall dress up and grade the right-of-way to match existing ground surfaces, and shall remove there from all weeds and other growth. Where the construction has crossed yards or driveways, they shall be restored to a condition equivalent to the condition existing prior to the construction as determined by the Engineer.

No direct payment will be made to the Contractor for any clean-up Work, but all compensation therefore shall be included in the prices Bid in the schedule for the various items of Work.

## **1 - 51 NOTICE TO OWNER**

In the event this contract involves digging trenches or excavations that extend deeper than four feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify Owner, 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 Safety Code, that is 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.

Owner shall promptly investigate the conditions. If Owner 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, Owner shall issue a Change Order under the procedures described in the contract.

In the event a dispute arises between Owner and 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 Contractor and Owner.

## **SECTION 2 SPECIAL CONDITIONS**

### **2 - 1 REQUIREMENTS**

It is required that there be constructed and completed in accordance with the Contract Documents for "BIG CREEK CLEARWELL REHABILITATION" for the Groveland Community Services District, all work as described in these Specifications or as shown on the Drawings.

The work embraced herein shall be done in accordance with the most recent edition of the *Caltrans Standard Specifications* and the most recent edition of the *Caltrans Standard Plans*, of the Department of Transportation insofar as the same may apply and these Contract Documents.

Amendments to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.04, "Coordination and Interpretation of Plans, Standard Specifications and Special Provisions," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the special provisions, the indented text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

### **2 - 2 DESCRIPTION OF THE WORK**

The principal components of the Work to be performed under these Contract Documents include the following:

1. Applying a new coating to the interior of the clearwell.
2. Applying a new coating to the exterior of the clearwell

### **2 - 3 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK**

The Contractor shall commence Work and shall complete all of the Work in accordance with the schedule and within the time stated in the Contract Documents. The capacity of the Contractor's construction plant, sequence of operations, method of operations, and the forces employed shall, at all times during the continuance of the Contract, be subject to the approval of the Engineer and shall be such as to ensure the completion of the Work within the time specified.

### **2 - 4 RESPONSIBILITY REGARDING EXISTING UTILITIES AND PRIVATE PROPERTY**

The existence and location of public and private utilities indicated on the Drawings are not guaranteed and any additional utilities and facilities not shown on the Drawings shall be investigated and protected by the Contractor at no additional cost to the Owner. The Contractor shall be held responsible for damage to and for maintenance and protection of existing pipelines, public utilities, drives, curbs and gutters, sidewalks, and fences. Excavation in the vicinity of existing public utility structures, underground electrical or telephone cable, oil or gas pipelines, and waterlines shall be carefully done by hand. The Contractor shall adequately protect all adjoining property and structures from damage, whether within or outside of the Owner rights-of-way, and shall be fully responsible for any damage to adjoining property and structures which may result from Work done under this Contract. The Contractor shall use extreme care during construction to prevent damage from dust to crops and adjacent property. The Contractor shall sprinkle the areas where the passage or operation of vehicles and

equipment creates a dust problem, or take other preventive measures as directed by the Engineer. The Contractor shall furnish all labor, equipment, materials and means required to control dust which is in any way a result of the Contractor's operations.

The Contractor shall be responsible for all damage or injury which may result to any property, outside of the construction right-of-way or within the right-of-way where so noted, from the Contractor's operations hereunder, or otherwise, from the performance of this Agreement or failure of performance of this Agreement by said Contractor or any of his subcontractors or employees.

## **2 - 5 RIGHTS-OF-WAY**

The Contractor shall not do any work that would affect any oil, gas, sewer, or water pipeline; any telephone, or electric transmission line; any fence; or any other structure, nor shall the Contractor enter upon the rights-of-way involved until notified by the Engineer that the Owner has secured authority therefore from the property party. After authority has been obtained, the Contractor shall give said party due notice of its intention to begin work, and shall give said party convenient access to every facility for removing, shoring, supporting, or otherwise protecting such pipeline, transmission line, ditch, fence, or structure, and for replacing the same.

When two or more contracts are being executed at one time on the same or adjacent land in such manner that work on one contract may interfere with that on another, the Owner shall determine the sequence and order of the Work. When the territory of one contract is the necessary or convenient means of access for the execution of another contract, such privilege of access or any other reasonable privilege may be granted the Owner to the Contractor so desiring, to the extent, amount, in the manner, and at times permitted. No such decision as to the method or time of conducting the Work or the use of territory shall be made the basis of any claim for delay or damage, except as provided for temporary suspension of the work.

## **2 - 6 PROTECTION OF STREET AND ROADWAY MARKERS**

The Contractor shall not destroy, remove, or otherwise disturb any existing survey markers or other existing street or roadway markers without proper authorization. No pavement breaking or excavation shall be started until all survey or other permanent markers points that will be disturbed by the construction operations have been properly referred for easy and accurate restoration.

It shall be the Contractor's responsibility to notify the proper representatives of the Owner of the time and location that work will be done. Such notification shall be sufficiently in advance of construction so that there will be no delay due to waiting for survey points to be satisfactorily referenced for restoration.

All survey markers or points disturbed by the Contractor without proper authorization by the Engineer will be accurately restored by the Contractor and at the Contractor's expense after all street and roadway resurfacing has been completed.

## **2 - 7 RESTORATION OF PAVEMENT**

All paved areas cut or damaged during construction shall be replaced with similar materials and of equal thickness to match the existing adjacent undisturbed areas, except where specific resurfacing requirements have been called for in the Contract Documents or in the requirements

of the agency issuing the permit. All temporary and permanent pavements shall conform to the requirements of the affected pavement Owner.

All pavements which are subject to partial removal shall be the neatly saw cut in straight lines except where otherwise designated by the Engineer.

## **2 - 8 RESTORATION OF SIDEWALK OR PRIVATE DRIVEWAYS**

Wherever sidewalks or private roads have been removed for purposes of construction, the Contractor shall place suitable temporary sidewalks or roadways promptly after backfilling and shall maintain them in satisfactory condition for the period of time fixed by the authorities having jurisdiction over the affected portions before proceeding with the final restoration or, if no such period of times is so fixed, the Contractor shall maintain said temporary sidewalks or roadways until the final restoration thereof has been made.

## **2 - 9 EXISTING UTILITIES AND IMPROVEMENT**

### **1. General**

- a. The Contractor shall protect all underground utilities and other improvements, which may be impaired during construction operations.
- b. It shall be the Contractor's responsibility to ascertain the actual location of all existing utilities and other improvements that will be encountered in its construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations.
- c. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.

### **2. Underground Utilities Not Shown or Indicated**

- a. In the event that the Contractor damages any existing utility lines that are not shown or the locations of which are not made known to the Contractor prior to excavations, a written report thereof shall be made immediately to the Engineer. If directed by the Engineer, repairs shall be made by the Contractor.

### **3. Approval of Repairs**

- a. All repairs to a damaged improvement are subject to inspection and approval by an authorized representative of the improvement Owner before being concealed by backfill or other work.

### **4. Maintain in Service**

- a. All oil and gasoline pipelines, power, and telephone or the communication cable ducts, gas and water mains, irrigation lines, sewer lines, storm drain lines, poles, and overhead power and communication wires and cables encountered along the line of Work shall remain continuously in service during all the operations under the contract, unless other arrangements satisfactory to the Engineer are made with the Owner of said pipelines, duct, main, irrigation line, sewer, storm drain, pole, or wire or cable. The Contractor shall be responsible for and shall repair all damage due to its operations, and the provisions of this section shall

not be abated even in the event such damage occurs after backfilling or is not discovered until after completion of the backfilling.

5. Owner's Right of Access

- a. The right is reserved to the Owner and to the Owners of public utilities and franchises to enter at any time upon any public street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the Work of this Contract.

**2 - 10 SCOPE OF WORK**

The Contractor shall furnish all labor, materials and equipment necessary to complete the work as shown on the plans, as specified in these Contract Documents, and in strict accordance with the conditions of the Contract. All incidental work not shown on the Plans or specified herein which is necessary to complete the work necessary to provide the system described, or shown, shall be furnished and installed as part of this contract at no additional cost to the Owner. The work shall be complete and ready for service as shown on the Plans and/or specified to the satisfaction of the Engineer.

**The Contractor is advised to inspect the site to observe actual working conditions and all incidental work necessary but not shown on the Plans or specified herein prior to submitting a Bid Proposal, and be satisfied as to clarity of the Plans, the extent of the work, and working conditions.**

**2 - 11 LABOR; WORKING HOURS**

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

**2 - 12 WAGES**

Attention is directed to Section 7-1.02K (2), "Wages," of the Standard Specifications.

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. These wage rates are not included in the Bid book for the project. Changes, if any, to the general prevailing wage rates will be available at the same location. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

**2 - 13 SAFETY AND PROTECTION**

The Contractor's attention is directed to Section 2, "Safety and Traffic", of the California Department of Transportation, Construction Manual.

## **2 - 14 PROGRESS SCHEDULE**

- A. Within 10 days after the Effective Date of the Agreement, and before starting to perform any Work, Contractor shall submit to Engineer for timely review a Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents.
- B. Contractor shall adhere to the Progress Schedule established.
  1. Contractor shall submit to Engineer for acceptance proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
  2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted to the Engineer for review. Adjustments in Contract Times may only be made by a Change Order.
  3. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.
  4. Within 5 days of a written request by the Engineer, Contractor shall submit a Revised Progress Schedule. No future Progress Payment shall be made to the Contractor until an acceptable schedule has been submitted to the Engineer.
  5. No extension of contract times shall be granted for schedule adjustments associated with activities that do not control the path of completion.

## **2 - 15 DAMAGE TO PREMISES**

The Contractor shall be responsible for all damage to any part of the work site caused as a result of his work in connection with the Contract. The responsibility shall extend for a period of one year after final acceptance of the project.

## **2 - 16 RULES, REGULATIONS AND CODE**

All work and materials shall conform with the latest codes, rules and regulations of the following:

1. State code and ordinances.
2. Local and/or County ordinances.
3. National Electrical Code.
4. Uniform Building Code.

Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work.

Nothing in these Specifications is to be construed to permit work not conforming to the above; expense for compliance with the above shall be paid for by the Contractor. Whenever the Plans

and Specifications require higher standards or larger sizes than those required by the Ordinances and Statutes, the Plans and Specifications shall take priority.

## **2 - 17 SCHEDULE OF VALUES, MATERIAL LIST AND SUBSTITUTIONS**

Prior to the commencement of work, and within 10 days following the signing of the Contract by the Owner and the Contractor, the Contractor shall submit 7 copies of a Schedule of Values or an electronic copy for all lump sum bid items in the Proposal and a *complete* list of equipment and materials to be furnished, including all substitutions proposed to the Engineer for approval. Partial or incomplete material lists will not be considered. No substitutions will be considered thereafter. Only one request for substitution will be considered on each item of material or equipment.

## **2 - 18 CARE AND CLEANUP**

The Contractor shall repair or replace all broken, damaged or defective parts of his work. Prior to filing the Notice of Completion, the Contractor shall carefully clean and adjust all equipment, fixtures, etc., installed as part of his work. All unsuitable surplus materials and/or debris of any type and quantity resulting from the Contractor's work shall be removed off-site. The work site shall be left neat and clean.

## **2 - 19 OBSTRUCTIONS**

Attention is directed to Section 5-1.36, "Property and Facility Preservation," and Section 15, "Existing Facilities," of the Standard Specifications and these Contract Documents.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 3 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Failure to contact the notification center prohibits excavation. Regional notification centers include but are not limited to the following:

NOTIFICATION CENTER	TELEPHONE
Underground Service Alert Northern California (USA) www.usanorth811.org	811 or 1-800-642-2444 or 1-800-227-2600
Underground Service Alert Southern California (USA) www.digalert.org	811 or 1-800-422-4133
South Shore Utility Coordinating Council (DIGS)	1-800-541-3447
Western Utilities Underground Alert, Inc.	1-800-424-3447

## 2 - 20 TEMPORARY ENVIRONMENTAL CONTROLS

### A. Dust Abatement

1. The Contractor shall furnish all labor, equipment, and means required and shall carry out effective measures wherever and as often as necessary to prevent its operations from producing dust or fumes in amounts damaging to property, cultivated vegetation, domestic animals, or causing a nuisance to persons living in or occupying buildings in the vicinity. The Contractor shall be responsible for any damage resulting from any dust or fumes originating from its operations. The dust abatement measures shall be continued until the Contractor is relieved of further responsibility by the Owner.
2. The Contractor is responsible for complying with all applicable requirements of the Air Quality Management District.

### B. Rubbish Control

1. During the progress of the work, the Contractor shall keep the site of the work and other areas used by it in a neat and clean condition, and free from any accumulation of rubbish.
2. The Contractor shall dispose of all rubbish and waste materials of any nature occurring at the work site, and shall establish regular intervals of collection and disposal of such materials and waste.
3. Rubbish shall be stored for disposal in a covered dumpster or similar container. The dumpster cover shall be in place at all times.
4. The Contractor shall also keep its haul roads free from dirt, rubbish, and unnecessary obstructions resulting from its operations.
5. Disposal of all rubbish and surplus materials shall be off the site of construction in accordance with local codes and ordinances governing locations and methods of disposal, and in conformance with all applicable safety laws, and to the particular requirements of part 1926 of the OSHA safety and Health Standards for Construction.

### C. Sanitation



1. Toilet Facilities

- a. Fixed or portable chemical toilets shall be provided whenever needed for the use of employees.
- b. Toilets at construction job sites shall conform to the requirements of part 1926 of the OSHA Standards for Construction.
- c. Chemical toilets shall be sited away from any storm drain inlets or channels.

D. Sanitation and other Organic Wastes

1. The Contractor shall establish a regular daily collection of all sanitary and organic wastes. All wastes and refuse from sanitary facilities provided by the Contractor or organic material wastes from any other source related to the Contractor's operations shall be disposed of away from the site in a manner satisfactory to the Owner and in Compliance with all the regulations pertaining thereto.
2. The Contractor shall maintain the sanitary facilities in acceptable condition from the beginning of work until completion and shall then remove the facilities and disinfect the premises.

E. Chemicals

1. All chemicals used during project construction or furnished for project operation, whether defoliant, soil sterilant, herbicide, pesticide, disinfect, polymer, reactant or of other classification, shall show approval of either the U.S. Environmental Protection Agency or the U.S. Department of Agriculture. Use of all such chemicals and disposal of residues shall be in strict accordance with the printed instructions of the manufacturer and in accordance with the Federal, State and Local Law, and in compliance with Storm Water Pollution Prevention Best Management Practices.
2. The Contractor shall dispose of any oily or fuel supplies and wastes in accordance with State and Local Laws. Such wastes shall never be deposited on the lands part of or adjacent to the construction site, and in compliance with Storm Water Pollution Prevention Best Management Practices.

F. Storm Water Management

1. The Contractor shall comply with all Federal, State and Local regulations and ordinances governing storm water pollution prevention.
2. The Contractor shall comply with the National Pollution Discharge Elimination System (NPDES) General Permit for storm water discharges associated with construction activity.
3. Contractor to implement the following:
  - a. Practice Good Housing: perform activities in a manner that keeps potential pollutants from either draining or being transported off-site by managing pollutant sources and modifying construction activities.

- b. Contain Waste: dispose of all Construction waste in designated areas, and keep storm water from flowing on to or off of these areas.
4. Disposal of Storm Water and Ground Water
    - a. The Contractor shall dispose of water from the work in a suitable manner without damage to adjacent property.
    - b. Conveyance of the water shall be such as to not interfere with traffic.
    - c. No water shall be drained into work built or under construction without prior consent of the Owner.
    - d. Water shall be filtered using an approved method to remove sand and fine-sized particles before disposal into any drainage system.
    - e. Dewatering pipes within paved traffic ways shall be buried in a trench so as not to change the grade of the street.
  5. The system used for the removal of silt, sand and fines from the water if necessary shall be a baffled structure and shall provide not less than 5 minutes detention time, and shall be designed to have a "flow through" velocity not exceeding 0.2 feet per second at the anticipated peak flow. Water discharged from the de-silting structure shall be free of settleable sediment and silt. Settleable sediment and silt is defined as those suspended particles that settle within 5 minutes when water is left in a quiescent state. The desilting structure shall be cleaned as required to maintain the detention time and flow through limitations specified above. Water shall be disposed of in such a manner as not to be a menace to the public health.
  6. Employ and utilize environmental protection methods, obtain all necessary permits, and fully observe all Local, State and Federal regulations.

G. Removal of Asbestos and Hazardous Substances

1. When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.
2. In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.
3. If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for

the delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

## **2 - 21 WATER SUPPLY**

Water will be available to the contractor in performance of the work without charge from all GCSD's fire hydrants. The Contractor is required to obtain a Fire Hydrant permit from the Public Works Department. Prior to the use of any hydrant the contractor shall notify the GCSD and obtain and install a meter on the fire hydrant. It will be the contractor's responsibility to convey the water to the work site. Regardless of the method of conveyance chosen, it shall not be cause for closure of any streets nor shall it create a nuisance to nearby residents. An air gap shall be maintained between the hose or pipe discharge to prevent possible backflow in the event of distribution system pressure loss.

## **2 - 22 MAINTAINING TRAFFIC**

Attention is directed to Sections 7-1.03, "Public Convenience", 7-1.04, "Public Safety", and Section 12, "Temporary Traffic Control", of the Standard Specifications and to the Section entitled "Public Safety" and flagging for traffic control systems elsewhere in these Contract Documents. Nothing in these Contract Documents shall be construed as relieving the Contractor from his responsibility as provided in said Section 7-1.04.

A minimum of 10 working days prior to starting any of the Work, the contractor shall submit to the Engineer for review and approval a Traffic Control Plan (Plan). An approved Plan shall be in place prior to the beginning of any of the work. Special attention shall be given on the Plan to maintaining road and alley access in the work areas and minimizing disruption of traffic.

The Plan shall include any proposed closures, detours, exact location of closures/detours, dates of closures/detours and dates of re-openings, and all other traffic control and handling.

Portable barriers/barricades conforming to Caltrans Standards may be used to prevent vehicular and pedestrian traffic from accessing the work areas.

Payment for the preparation and implementation of the Plan shall be included in the lump sum price bid for Traffic Control Plan in the Bid Schedule.

No additional payment shall be made for maintaining traffic. All compensation to the Contractor for the above work shall be included in the applicable price for items in the Bid Schedule for which the work is appurtenant to.

## **2 - 23 NOTICE TO RESIDENTS/BUSINESSES**

The Contractor shall notify all residences and businesses in the project area of work affecting access to said residences and businesses a minimum of 2 working days prior to the beginning of the work. Notices shall include the anticipated dates of beginning and ending of the work and daily work hours and shall be written in English and Spanish. If work dates change, supplemental written notices reflecting those changes shall be given. The Owner reserves the right to review and approve notices prior to notifications.

No additional payment shall be made for notifying residences and businesses. All compensation to the Contractor for the above work shall be included in the applicable price for items in the Bid Schedule for which the work is appurtenant to.

## 2 - 24 CONSTRUCTION AREA SIGNS

Construction area signs shall be furnished, installed, maintained, and removed when no longer required in accordance with the provisions in Section 12, "Temporary Traffic Control", of the Standard Specifications and these Contract Documents.

The Contractor shall notify the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to commencing any excavation for construction area sign posts. The regional notification centers include but are not limited to the following:

NOTIFICATION CENTER	TELEPHONE
Underground Service Alert Northern California (USA) www.usanorth811.org	811 or 1-800-642-2444 or 1-800-227-2600

All excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are not utility facilities in the area of the proposed post holes.

No separate payment for construction area signs shall be made.

## 2 - 25 SUBMITTALS

The Contractor shall submit to the Engineer an electronic copy or 5 hard copies of the following submittals for review and approval:

1. Interior Coating system proposed
2. Exterior coating system proposed

Within 10 days after the Effective Date of the Agreement, and before starting to perform any Work, the Contractor shall submit to the Engineer for review and approval:

1. A Work Schedule indicating the times for starting and completing the various stages of the Work. No Progress Payment shall be made to Contractor until an acceptable schedule has been submitted to the Engineer.
2. A Revised Work Schedule shall be submitted within 5 days of request by the Engineer. No future Progress Payment shall be made to Contractor until an acceptable schedule has been submitted to the Engineer.
3. Notice to Residents in English and Spanish
4. A Schedule of Values.
5. A Complete list of equipment and materials to be furnished.

If more than TWO submittals for a single item are required because of incorrect or insufficient data, or the submittal is unacceptable, or because the Contractor wishes to change previously approved material, then all costs incurred by the Owner for the additional review shall be deducted from monies due the Contractor.