

# CONSTRUCTION CONTRACT DOCUMENTS



Grizzly Flat Community Services District

RESERVOIR LINER REPAIR PROJECT

**BID DOCUMENTS**

March, 2024



# Table of Contents

## GENERAL SPECIFICATIONS

<b>SECTION 1.</b>	<b>BIDDING REQUIREMENTS AND SUBMITTALS.....</b>	<b>1</b>
1.1	INVITATION TO BID.....	1
1.2	BID FORM/ PROPOSAL .....	3
1.3	BASE BID SCHEDULE AND TOTAL PRICE .....	5
1.4	BID BOND .....	6
1.5	DESIGNATION OF SUBCONTRACTORS .....	8
1.6	EXPERIENCE QUALIFICATIONS AND REGISTRATION .....	8
1.7	NON-COLLUSION DECLARATION.....	12
1.8	CERTIFICATION OF NON-DISCRIMINATION.....	13
1.9	CERTIFICATION OF NON-SEGREGATED FACILITIES .....	14
1.10	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS.....	15
<b>SECTION 2.</b>	<b>INSTRUCTIONS TO BIDDERS .....</b>	<b>17</b>
2.1	INTRODUCTION.....	17
2.2	PLANS .....	17
2.3	LOCAL CONDITIONS.....	17
2.4	FORM OF BID AND SIGNATURE.....	19
2.5	PREPARATION OF THE BID .....	19
2.6	SUBMISSION OF BIDS.....	20
2.7	BID GUARANTEE .....	21
2.8	LIST OF SUBCONTRACTORS.....	21
2.9	INTERPRETATION OF CONTRACT DOCUMENTS.....	21
2.10	MODIFICATION OF BIDS.....	22
2.11	WITHDRAWAL AND RETURN OF BIDS .....	22

2.12	DISCREPANCIES .....	22
2.13	SERVICING AND MAINTENANCE .....	22
2.14	DISQUALIFICATION OF BIDDERS .....	22
2.15	AWARD OF CONTRACT .....	23
2.16	CONTRACT BONDS .....	23
2.17	EXECUTION OF CONTRACT .....	24
2.18	RETURN OF BID GUARANTEES .....	24
2.19	POWER OF ATTORNEY .....	25
2.20	TIME OF COMPLETION .....	25
2.21	LICENSING REQUIREMENTS FOR CONTRACTORS .....	25
2.22	PREVAILING WAGES .....	25
2.23	BID PROTEST.....	25
2.24	INELIGIBLE CONTRACTORS AND SUBCONTRACTORS.....	26
<b>SECTION 3. CONTRACT FORMS.....</b>		<b>27</b>
3.1	CONTRACT AGREEMENT .....	28
3.2	FAITHFUL PERFORMANCE BOND.....	36
3.3	PAYMENT BOND.....	38
3.4	CONTRACTOR'S CERTIFICATE REGARDING WORKER'S COMPENSATION .....	40
3.5	NOTICE OF AWARD .....	41
3.6	NOTICE TO PROCEED.....	43
<b>SECTION 4. ABBREVIATIONS, ACRONYMS AND DEFINITIONS .....</b>		<b>44</b>
4.1	ABBREVIATIONS and ACRONYMS.....	44
4.2	DEFINITIONS.....	44
<b>SECTION 5. GENERAL CONSTRUCTION PROVISIONS .....</b>		<b>47</b>
5.1	INTENT OF CONSTRUCTION PROVISIONS .....	47
5.2	CONTRACTOR'S UNDERSTANDING.....	47
5.3	CHANGES IN THE WORK .....	47
5.4	CONTRACTOR CLAIMS FOR EXTRA COSTS AND TIME EXTENSIONS..	50

5.5	SPECIAL LITIGATION PROVISIONS .....	53
5.6	LARGE CLAIM RESOLUTION.....	54
5.7	GUARANTEE .....	55
5.8	AUTHORITY OF OWNER.....	56
5.9	DRAWINGS .....	56
5.10	CONSTRUCTION STAKING AND SURVEYS.....	58
5.11	PERMITS AND REGULATIONS .....	58
5.12	CONFORMITY WITH CONSTRUCTION PROVISIONS .....	58
5.13	COORDINATION AND INTERPRETATION OF CONSTRUCTION PROVISIONS.....	58
5.14	SUBCONTRACTS.....	59
5.15	COOPERATION OF CONTRACTORS .....	59
5.16	SUPERINTENDENCE .....	60
5.17	INSPECTION OF WORK .....	60
5.18	TESTS.....	62
5.19	REMOVAL OF REJECTED AND UNAUTHORIZED WORK AND MATERIALS.....	62
5.20	DEDUCTIONS FOR UNCORRECTED WORK .....	63
5.21	EQUIPMENT AND PLANTS .....	63
5.22	CHARACTER OF WORKER.....	63
5.23	SEPARATE CONTRACTS.....	63
5.24	MATERIALS.....	64
5.25	STORAGE OF MATERIALS; STORAGE AREAS.....	64
5.26	TRADE NAMES AND ALTERNATIVES .....	64
5.27	CERTIFICATES OF COMPLIANCE.....	65
5.28	ASSIGNMENT OF CONTRACT .....	66
5.29	USE OF COMPLETED PORTIONS, RIGHT TO OPERATE UNSATISFACTORY EQUIPMENT OR FACILITIES.....	66
5.31	PROGRESS SCHEDULE.....	67
5.32	COMMENCEMENT AND PROGRESS OF THE WORK AND TIME OF COMPLETION/CONSTRUCTION SEQUENCE.....	68

5.33	SUSPENSION OF WORK.....	68
5.34	TERMINATION FOR DEFAULT - DAMAGES FOR DELAY - TIMELY EXTENSION - TERMINATION FOR CONVENIENCE.....	69
5.35	RIGHTS OF OWNER UPON TERMINATION.....	71
5.36	FAILURE TO COMPLETE THE WORK IN THE TIME AGREED UPON LIQUIDATED DAMAGES.....	72
5.37	CLEAN-UP.....	73
5.38	COMPLIANCE WITH LAWS; PERMITS; TAXES.....	73
5.39	PREVAILING WAGE, AND TRAVEL AND SUBSISTENCE PAY.....	74
5.40	LABOR DISCRIMINATION.....	74
5.41	EIGHT-HOUR DAY LIMITATION.....	74
5.42	EMPLOYMENT OF APPRENTICES.....	76
5.43	WATER POLLUTION.....	76
5.44	PATENTS.....	76
5.45	PUBLIC CONVENIENCE.....	76
5.46	UNDERGROUND UTILITIES.....	77
5.47	SAFETY AND TRENCHING.....	77
5.48	PROTECTION OF PERSON AND PROPERTY.....	80
5.49	RESPONSIBILITY FOR REPAIR OF FACILITIES.....	81
5.50	OWNER'S REPAIR.....	81
5.51	CONTRACTOR'S LICENSE NOTICE.....	81
5.52	INSURANCE.....	81
5.53	INDEMNITY AND LITIGATION COST.....	84
5.54	PROTECTION OF WORK.....	85
5.55	ACCIDENTS.....	87
5.56	NO PERSONAL LIABILITY.....	87
5.57	MEASUREMENT OF QUANTITIES.....	87
5.58	SCOPE OF PAYMENT.....	88
5.59	PROGRESS ESTIMATE.....	88
5.60	PROGRESS PAYMENTS.....	88
5.61	FINAL ACCEPTANCE AND DATE OF COMPLETION.....	91

5.62	FINAL PAYMENT.....	91
5.63	FINAL RELEASE.....	91
5.64	RIGHT TO WITHHOLD PAYMENTS.....	92
5.65	WAIVER OF INTEREST.....	93
5.66	SATISFACTION OF CLAIMS AND LIENS.....	93
5.67	ASSIGNMENT OF RIGHTS, TITLE AND INTEREST.....	94
5.68	AVAILABILITY AND AUDIT OF INFORMATION.....	94
5.69	HAZARDOUS MATERIALS.....	94
5.70	INTEGRATION.....	95
5.71	WAIVER.....	95
5.72	REMEDIES NOT EXCLUSIVE.....	95
5.73	SEVERABILITY.....	95
5.74	GOVERNING LAW AND VENUE.....	95
5.75	NOTICES.....	96

## TECHNICAL SECTIONS

### DIVISION 01 - GENERAL REQUIREMENTS

01010	Summary of Work.....	01010-1	-	01010-4
01025	Measurement and Payment.....	01025-1	-	01025-2
01300	Contractor Submittals.....	01300-1	-	01300-5
01510	Temporary Utilities.....	01520-1	-	01520-3
01520	Security.....	01520-1	-	01520-1
01550	Site Access and Storage.....	01550-1	-	01550-2
01560	Temporary Environmental Controls.....	01560-1	-	01560-2
01700	Close Out.....	01700-1	-	01700-2

### DIVISION 02 - EARTHWORK

02816	Geomembrane Liner.....	02816-1	-	02816-13
-------	------------------------	---------	---	----------





## SECTION 1. BIDDING REQUIREMENTS AND SUBMITTALS

### 1.1 INVITATION TO BID

Sealed Proposals will be received by **Grizzly Flats Community Services District** (“Owner”), located at **4765 Sciaroni Rd, Grizzly Flats, CA 95636**, until **2:00 p.m.** local time on **April 29th, 2024**, or such later date as may be set by addendum, and then will be publicly opened and read for the construction of the following public works project:

#### **Reservoir Liner Repair Project**

The proposed work generally consists of the following:

**Repair damage to the geotextile liner caused by exposure to fire and heat, including but not limited to, preparing and attaching a new section of liner to the existing liner and anchoring the new section of liner in a new anchor trench, spot repair of holes caused by embers and other, regrading work area, removal and replacement of fence, security, etc.**

The work is more specifically described in the Contract Documents.

The Bidder’s attention is directed to the Instructions to Bidders for complete instructions regarding submission of bid.

Each Bidder and all subcontractors must be registered with the California Department of Industrial Relations Public Works Contractor Database, pursuant to Labor Code § 1725.5.

Each Bid must be submitted on the prescribed forms and accompanied by cash, a cashier’s check, certified check or bid bond executed on the prescribed form payable to Owner in an amount not less than 10 percent (10%) of the bid amount.

If the Plans and Specifications for the project contain additive items, bidders must bid all of the additive items. However, the lowest bid shall be considered to be the lowest bid price on the base contract without consideration of the prices on the additive items, pursuant to California Public Contract Code § 20103.8.

Bidders are encouraged to walk the work site either on their own or with District staff. The project site is located at the District office (**4765 Sciaroni Rd, Grizzly Flats, CA 95636**). Please contact Scott Myers, District Engineer to schedule a work site walk with District staff.

All building permit and utility connection fees for the Project will be paid by Owner. The successful bidder will be required to pay all other permits, fees and taxes as provided in the Contract Documents.

The successful bidder will be required to furnish a Payment Bond and a Faithful Performance Bond each in the full amount of the Contract price, and insurance with certificates and endorsements of insurance, as provided in the Contract Documents. The required bonds must be provided by a surety insurer who is duly admitted by the Insurance Commissioner of the State of California.

At the time of submitting the bid, the successful bidder must hold such valid licenses issued by the California State Contractors' License Board as may be required by the laws of the State of California for the performance of the work specified in the Contract Documents. **As a minimum, bidders must possess a Class A Contractor's license.**

Bidders are encouraged, although not required, to utilize local labor to the greatest extent possible.

The attention of bidders is directed to the requirements and conditions of employment to be observed and prevailing wage rate to be paid under the Contract. Copies of the prevailing rate of per diem wages are on file at Owner's office and will be made available to any interested party on request.

Pursuant to Public Contract Code § 22300, Owner shall permit the substitution of securities for any moneys withheld in retention by Owner.

All questions concerning the Bid Documents and the Project should be addressed to the Scott Myers, District Engineer, H2O Urban Solutions, Inc., in writing to the following email: [scott@h2ourban.com](mailto:scott@h2ourban.com). Questions must be submitted no later than **April 23th, 2024**. The answer to relevant questions will be addressed through a formal addenda process.

Owner reserves the right to reject any and all Bids during the time for awarding the Contract, and to waive any informality or irregularity in any Bid. No Bid can be withdrawn during the time for awarding the Contract. Any bid not conforming to the intent and purpose of the Contract Documents may be rejected. Owner may extend the time to award the Contract for a period of time which shall not extend beyond 60 days from the bid opening date.

**1.2 BID FORM/ PROPOSAL**

TO: Kim Gustafson, General Manager  
Grizzly Flats CSD  
4765 Sciaroni Rd, Grizzly Flats, CA 95636

THE UNDERSIGNED STATES AND DECLARES AS FOLLOWS:

The undersigned Bidder has carefully examined the location of the proposed work and has examined the Contract Documents entitled:

**RESERVOIR LINER REPAIR PROJECT**

The Bidder has read the accompanying Invitation to Bid and Instructions to Bidders and has participated in the mandatory pre-bid walk-through; the Bidder hereby proposes to begin work and complete the project in accordance with the schedule and deadlines in the Contract Documents; the Bidder hereby proposes to furnish all labor, materials, tools, and equipment, and to perform all the work required, complete in place, in accordance with the Contract Documents; and the Bidder will take in full payment for such work the prices set forth in the accompanying Base Bid Schedule. The Bidder herewith submits its Base Bid as reflected on the accompanying Base Bid Schedule and submits its Alternatives Bids, as reflected on the accompanying Alternates Bid Schedules.

**TOTAL BASE BID:**        \$ \_\_\_\_\_

Contractor's License No.: \_\_\_\_\_

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

Type of license: \_\_\_\_\_

Name under which license is held: \_\_\_\_\_

Status of license: \_\_\_\_\_

The following surety or sureties have agreed to furnish payment and faithful performance bonds to the Bidder if it is awarded the contract:

Payment Bond: \_\_\_\_\_

Performance Bond: \_\_\_\_\_

**The Bidder's authorized officer identified below hereby declares that the representations in this Bid are true and correct and that these representations are made under penalty of perjury under the laws of the State of California.**

Executed on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_.

BIDDER

[Company/firm name] \_\_\_\_\_

[Capacity of company or firm, e.g., corporation (include state of incorporation), sole proprietor, partnership] \_\_\_\_\_

[Authorized signature] \_\_\_\_\_

[Name] \_\_\_\_\_

[Title] \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**1.3 BASE BID SCHEDULE AND TOTAL PRICE**

NAME OF BIDDER: \_\_\_\_\_

**ALLOWANCES AND UNIT PRICES FOR BASE BID****UNIT PRICE TABLE**

<b>Bid Item</b>	<b>Work Item Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Price</b>
1	Mobilization	L.S.	1		
2	Existing Liner Preparation	L.S.	1		
3	Liner Repair Overlay	L.F.	375 l.f.		
4	Liner Anchor Trench	L.F.	375 l.f.		
5	Existing Liner Patching	L.S.	1		
6	Finish Grading	L.S.	1		
<b>Total Bid Price</b>					

**TOTAL PRICE ALL ITEMS:** \_\_\_\_\_  
 \$ [IN FIGURES]

Bidders Initials: \_\_\_\_\_

Note: Refer to Section 1025, Measurement and Payment for descriptions of bid items. Actual project cost will be based on installed quantities and unit prices as provided by bidder, as quantities shown in the Unit Price Table may change. Selection of lowest bid will be based on quantities provided in the Unit Price Table.

#### 1.4 BID BOND

WHEREAS WE, THE UNDERSIGNED \_\_\_\_\_, Contractor as Principal; and \_\_\_\_\_, as Surety, are hereby held and bound unto \_\_\_\_\_, hereinafter called Owner, in the sum of \$\_\_\_\_\_ which sum is equal to at least ten percent of the total amount of the Bid, payment of which sum, well and to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to Owner a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing, for the construction of the following public works project:

#### **RESERVOIR LINER REPAIR PROJECT**

NOW, THEREFORE,

- (a) If the Bid is rejected, or in the alternate,
- (b) If the Bid is accepted and the Principal shall sign and deliver a Contract, in the form of the Contract attached hereto and shall execute and deliver Performance and Payment Bonds in the forms attached hereto and shall deliver proof of insurance (all completed in accordance with the Contract Documents), and shall in all other respects perform the agreement created by the acceptance of the Bid;

Then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which Owner may accept such Bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
(Contractor as Principal)

(Seal)

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

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Title]

\_\_\_\_\_  
(Surety)

(Seal)

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

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Title]

1.5 DESIGNATION OF SUBCONTRACTORS

In compliance with Public Contract Code § 4100 et seq. each bidder shall set forth below the name, license number and business location of each subcontractor who will perform work in excess of one-half of 1% of the Contractor’s total bid and the portion of the work (expressed in dollar amount) that will be performed by each subcontractor. Contractor shall also provide a description of the type of work to be performed by each subcontractor. **Under Labor Code § 1725.5, the Contractor and all subcontractors must be registered with the California Department of Industrial Relations Public Works Contractor Database.**

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, it shall be deemed to have agreed to perform such portion itself, and it shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work in excess of one-half of 1% of the Contractor’s total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the County setting forth the facts constituting the emergency or necessity.

Subcontractor (name and location)	Description of Subcontractor Work	Subcontractor License Type and #	Estimated Portion of Work (in \$\$)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____





**1.6 EXPERIENCE QUALIFICATIONS AND REGISTRATION**

**The Bidding Contractor and all of its Subcontractors must be registered with the California Department of Industrial Relations Public Works Contractor Database, pursuant to Labor Code § 1725.5.**

The Bidder has been engaged in the contracting business, under the present business name for \_\_\_\_\_ years. Experience in work of a nature similar to that covered in the Bid extends over a period of \_\_\_\_\_ years.

The Bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to it, except as follows:

The following contracts have been satisfactorily completed in the last three years for the persons, firm or entity indicated: (Bidder may provide additional experience statements).

<u>Year</u>	<u>Owner</u>	<u>Type of Work</u>	<u>Contract Amount</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The following is a list of plant and equipment owned by the Bidder, which is definitely available for use on the proposed work as required. (Bidder may provide additional list of plant and equipment available).

<u>Quantity</u>	<u>Name, Type and Capacity</u>	<u>Condition</u>	<u>Location</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Executed on \_\_\_\_\_, 20\_\_, at \_\_\_\_\_

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

BIDDER

\_\_\_\_\_ (Company/firm name)

\_\_\_\_\_ (Authorized signature)

\_\_\_\_\_ (Name)

\_\_\_\_\_ (Title)

## 1.7 NON-COLLUSION DECLARATION\*

### NON-COLLUSION DECLARATION TO BE EXECUTED

BY

BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid for the \_\_\_\_\_ PROJECT.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_[date], at \_\_\_\_\_[city], \_\_\_\_[state].

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

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

\*Note: Public Contracts Code 7106 requires this non-collusion declaration be submitted with a bid for any public works contract of a public entity.

NON-COLLUSION DECLARATION

## 1.8 CERTIFICATION OF NON-DISCRIMINATION

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code § 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, § 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, § 12900, set forth in Chapter 5 of Division 4 of Title 2 or the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

2. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

THE UNDERSIGNED CERTIFIES THAT CONTRACTOR WILL COMPLY WITH THE ABOVE REQUIREMENTS.

CONTRACTOR OR

SUBCONTRACTOR NAME: \_\_\_\_\_

CERTIFIED BY:

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

## 1.9 CERTIFICATION OF NON-SEGREGATED FACILITIES

A certification of non-segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE \_\_\_\_\_

\_\_\_\_\_  
*(Signature of Bidder or Prospective Contractor)*

\_\_\_\_\_  
 \_\_\_\_\_  
*Address (including Zip Code)*

### 1.10 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Name of Company/Entity: \_\_\_\_\_

The prospective participant certifies under penalty of perjury to the best of its knowledge and belief that it and its principals and subcontractors:

- (a) **Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a government entity (Federal, State, or local).**
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraphs (a) and (b) of this certification;
- (d) Have no more than one final unappealable finding of contempt of court by a federal court issued against them within the immediately preceding two year period because of 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;
- (e) **Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.**

**I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC § 1001, a false statement may result in a fine of up to \$ 10,000 or imprisonment for up to five (5) years, or both.**

\_\_\_\_\_  
Name and Title of Authorized Representative (Typed/printed)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

I am unable to certify to the above statements. My explanation is below.

[RESERVED FOR EXPLANATION OF INABILITY TO CERTIFY TO SECTION 1.10]



## **SECTION 2. INSTRUCTIONS TO BIDDERS**

### **2.1 INTRODUCTION**

Each bid shall be in accordance with these Instructions to Bidders and other applicable provisions of the Contract Documents. The Invitation to Bid will specify whether Contract Documents are available on a purchase or deposit basis. Where payment for such sets is specified, no refund will be made.

### **2.2 PLANS**

Electronic copies of Contract Documents and plan sheets may be obtained from Owner's Engineer.

### **2.3 LOCAL CONDITIONS**

**2.3.1** The quantities of work or material stated in the unit price items of the Bid Schedule are given only as a basis for the comparison of Bids, and Owner does not represent or warrant that the actual amount of work or material will correspond therewith, but reserves the right to increase or decrease the quantity of any unit price item of the work as may be deemed necessary or expedient by Engineer.

**2.3.2** The Bidder shall examine carefully the site of the work contemplated and the Contract Documents. The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and the materials to be furnished, and as to the requirements of the Contract Documents. Bidders shall thoroughly examine and be familiar with the Plans and Specifications. The failure of any bidder to receive or examine any form, instrument, addendum or other document, or to visit the site and acquaint himself with conditions there existing shall in no way relieve the Bidder from any obligation with respect to its proposal or to the Contract.

The Plans for the work show conditions as they are supposed or believed by Owner, Engineer or their representatives to exist; but it is neither intended nor to be inferred that the conditions as shown thereon constitute a representation by Owner, Engineer, or their representatives that such conditions are actually existent, nor shall Owner, Engineer or their representatives be liable for any loss sustained by Contractor as a result of any inference or extrapolation drawn by the Bidder between conditions as shown on the Plans and the actual conditions revealed during the progress of work, or otherwise.

The Bidder's attention is directed to the possible existence of obstructions and public or private improvements which may be within the limits of the work or adjacent thereto, which may or may not be shown on the Plans.

**2.3.3** Where Engineer has made investigations of surface and subsurface conditions in areas where work is to be performed under the Contract, or in other areas that may constitute possible local material sources, such investigations are made only for the purpose of study and design. Where such investigations have been made, bidders or Contractor may, upon written request, inspect Engineer's records as to such investigations subject to and upon the conditions hereinafter set forth. Such inspection of records may be made at the Engineer's office.

**2.3.4** The records of such investigations are not a part of the Contract and are made available for inspection solely for the convenience of the bidder or Contractor. It is expressly understood and agreed by bidder or Contractor that neither Owner nor Engineer assumes any responsibility whatsoever with respect to the sufficiency or accuracy of the investigations, the records thereof, or of the interpretation set forth therein or made by Engineer in its use thereof. No representation, warranty or guarantee, either express or implied, is made that the conditions indicated by such investigations or records are correct or representative of those existing throughout such areas or any part thereof, or that unanticipated developments or materials other than, or in proportions different from, those indicated may not occur or be encountered.

**2.3.5** Where a log of test borings or other investigations of subsurface conditions have been made by Owner in respect to foundation or other structural design, and that information is shown in the plans, said information represents only the statement by Owner as to the character of material which has been actually encountered by it in its investigation, and is only included for the convenience of bidders. Water levels that may be shown on a log of test borings are valid only for the stated date of observation. The water level may change from season to season and from year to year. Investigations of subsurface conditions are made for the purpose of design, and Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of borings or of the log of test borings or other preliminary investigations, or of the interpretation thereof, and there is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the work, or any part of it, or that unobserved or unanticipated developments may not occur. Making such information available to bidders is not to be construed in any way as waiver of the provisions of this section and bidders must satisfy themselves through their own investigations as to conditions to be encountered.

**2.3.6** The availability or use of information described in the Instructions to Bidders and other bid documents shall not be construed in any way as a waiver of the provisions of the Instructions of Bidders and a Bidder or Contractor is cautioned to make such an investigation and examination as it deems necessary to satisfy itself as to conditions to be encountered in the performance of the work and, with respect to possible local material sources, the quality and quantity of material available from such property and the type and extent of processing that may be required in order to produce material conforming to the requirements of the Specifications.

**2.3.7** No information derived from such inspection of records of investigations or compilations thereof made by Engineer, will in any way relieve the bidder or Contractor from any risk or from properly fulfilling the terms of the Contract.

**2.3.8** Information derived from inspection of topographic maps, or from Plans showing location of utilities and structures will not in any way relieve Contractor from any risk, or from properly examining the site and making such additional investigations as it may elect, or from properly fulfilling all the terms of the Contract.

## **2.4 FORM OF BID AND SIGNATURE**

Bids shall be submitted only on the forms attached hereto or copies thereof and shall be enclosed in a sealed envelope and marked and addressed as directed herein. On the Bid Schedule, the Bidder shall state in figures the unit prices or the specific sums as the case may be, for which he proposes to supply labor, materials, supplies, tools or equipment, and perform the work required by the Contract Documents.

**If the Bid is made by an individual, it shall be signed by its full name and its address shall be given; if it is made by a partnership, it shall be signed with the partnership name by a member of the partnership, who shall also sign his or her own name, and the name and address of each member of such partnership shall be given; and, if it is made by a corporation the name of the corporation shall be given and it shall be signed by the appropriate duly authorized officer or officers, the name(s) and title(s) of all signing officers of the corporation shall be given, and the address of the corporation and the state in which incorporated shall be stated.**

Bids will be considered only from persons licensed as and set forth herein and required under applicable provisions of Contractors' License Law (California Business and Professions Code § 7000, et seq.) and rules and regulations adopted pursuant thereto; and each bidder shall insert its type of contractor's license, license number, and other requested information in the place provided in the bid. No oral, telephonic, e-mail, facsimile or telegraphic Bid or modification of a Bid will be considered.

## **2.5 PREPARATION OF THE BID**

**2.5.1** Blank spaces in the Bid shall be properly completed. The phraseology of the Bid must not be changed and no additions shall be made to the items mentioned therein. Unauthorized conditions, limitations or provisions attached to a Bid may render it nonresponsive and may cause its rejection. If erasures, interlineations or other changes appear on the form, each erasure, interlineation or change must be initialed by the person signing the Bid. Alternative Bids will not be considered unless specifically provided for in the Bid Schedule. Where performance and/or labor and material bonds are required, the Bidder shall name in its Bid the surety or sureties that have agreed to furnish the bonds.

**2.5.2** The Contract General Conditions provides that the successful Contractor shall pay all federal, state and local taxes, including manufacturers' taxes, sales taxes, use taxes, processing taxes, and payroll, wage, insurance, social security, and unemployment taxes on wages, salaries or any remuneration paid to Contractor's employees. A bidder's bid prices shall be deemed to include all applicable taxes, and there shall be no separate bid item or billing for taxes.

## **2.6 SUBMISSION OF BIDS**

**2.6.1** Bids must be submitted not later than the time prescribed, at the place and in the manner set forth in the Invitation to Bid. Owner shall not consider any Bid received after the time fixed or received at any place other than the place stated in the Invitation to Bid. Bids must be made on the prescribed Bid forms.

A complete Bid requires submission of the following fully completed and executed documents:

- a. Section 1.2 Bid Form
- b. Section 1.3 Base Bid and Section 1.3.1 Alternates Bid Form (if applicable);
- c. Section 1.4 Bid Bond (or other bid guarantee);
- d. Section 1.5 Designation of Subcontractors;
- e. Section 1.6 Experience Qualifications;
- f. Section 1.7 Non-Collusion Declaration;
- g. Section 1.8 Non-Discrimination Clause;
- h. Section 1.9 Certification of Non-Segregated Facilities;
- i. Section 1.10 Certification Regarding Debarment, Suspension and other Responsibility Matters.

Each Bid must be submitted in a sealed envelope, so marked as to indicate its contents without being opened, and addressed in conformance with the instructions in the Invitation to Bid. The bidder is wholly responsible to see that its Bid is submitted at the time and place named for the opening of bids.

**2.6.2** Bids shall acknowledge receipt of all addenda (identified by addendum number) issued during the bidding period. Failure to acknowledge an addendum or clarification may result in the Bid being rejected as not responsive.

**2.6.3** Bids shall be opened at the time and place specified in the Invitation to Bid, unless changed by addendum. All Bids will be opened and read publicly. Bidders, their representatives and other interested parties are invited to be present at the opening.

## 2.7 BID GUARANTEE

**2.7.1** All Bids shall be accompanied by a Bid Bond, as defined, made payable to Owner. The Bid Bond must be enclosed in the same envelope with the Bid. The amount of the Bid Bond shall be not less than 10 percent of the total amount of the Bid.

**2.7.2** If a bond is utilized, the Attorney-in-Fact (resident agent) who executes the Bid Bond on behalf of the surety company must attach a copy of its Power of Attorney as evidence of its authority. A notary shall acknowledge the power as of the date of execution of the surety bond which it covers. A bond will be accepted only if it is made out on either the Bid Bond form enclosed in these documents or on a form which substantially conforms to it.

## 2.8 LIST OF SUBCONTRACTORS

Each bidder shall set forth in its Bid on the form provided the following information in accordance with the provisions of California Public Contract Code § 4100, et seq.: (a) the name, license number and location of the place of business of each subcontractor who will perform work or labor or render service to Contractor in or about the construction of the work or improvement, and of each subcontractor who, under subcontract to Contractor, is to specifically fabricate and install or provide a portion of the work or improvement according to the Contract Documents, in any amount in excess of ½ of 1 percent of Contractor's total Bid; (b) the portion of the work that will be done by each such subcontractor; and (c) a description of the work to be done by each such subcontractor. Only one subcontractor shall be listed for each portion of the work as defined in the Bid. If the bidder fails to specify a subcontractor for any portion of the work, the bidder agrees to perform that portion of the work itself. **All subcontractors must be registered with the California Department of Industrial Relations Public Works Contractor Database, pursuant to Labor Code § 1725.5.**

## 2.9 INTERPRETATION OF CONTRACT DOCUMENTS

**2.9.1** Any explanation desired by the bidder regarding the meaning or interpretation of any of the Contract Documents must be requested in writing, with sufficient allowance of time for receipt of reply before the time set for opening of Bids. Any such explanations or interpretations will be made only in the form of addenda to the documents and will be furnished to all bidders who shall submit all addenda with their Bids. Neither Engineer nor any representative of Owner is authorized to give oral explanations or interpretations of Contract Documents, and a submission of a Bid constitutes agreement by the bidder that he has placed no reliance on any such oral explanation or interpretation. However, Engineer may, upon inquiry by bidder, orally direct the bidder's attention to specific provisions of the Contract Documents which cover the subject of the inquiry.

**2.9.2** The Bidder shall review the Plans and Specifications prior to submission of the bid and shall report to Owner any errors and omissions noted by the Bidder prior to such submission.

## **2.10 MODIFICATION OF BIDS**

A Bidder may modify its Bid by written communication provided such communication is received by Owner prior to the closing time for receipt of Bids. The written communication shall not reveal the Bid price but should state the addition or subtraction or other modification so that the final prices or terms will not be known by Owner until the sealed bid is opened.

## **2.11 WITHDRAWAL AND RETURN OF BIDS**

Bids may be withdrawn without prejudice by written, e-mail, facsimile or telegraphic requests received from the Bidder prior to the time for opening of Bids, and Bids so withdrawn will be returned to bidders unopened. No Bid may be withdrawn after the hour affixed for opening Bids without rendering the accompanying Bid Bond subject to retention as liquidated damages in like manner as in the case of failure to execute the Contract after award, as provided in the Contract Documents. Negligence on the part of the Bidder preparing its Bid shall not constitute a right to withdraw the Bid subsequent to the opening of Bids. Any Bid received after the bid submission deadline shall be returned to the bidder unopened.

## **2.12 DISCREPANCIES**

In the case of discrepancy between unit prices and totals, unit prices will prevail. In case of discrepancy between words and figures, words will prevail.

## **2.13 SERVICING AND MAINTENANCE**

Each Bidder must, if requested, furnish evidence that there is an efficient service organization which regularly carries a stock of repair parts for the proposed equipment to be furnished and installed in the work and that the organization is conveniently located for prompt service.

## **2.14 DISQUALIFICATION OF BIDDERS**

**2.14.1** More than one Bid from an individual, firm, partnership or corporation under the same or different names will not be considered. Reasonable grounds for believing that any individual, firm, partnership or corporation is interested in more than one Bid for the work contemplated may cause the rejection of all Bids in which the individual, firm, partnership or corporation is interested. If there is reason for believing that collusion exists among the bidders, any or all Bids may be rejected. Bids in which the price is obviously unbalanced may be rejected.

**2.14.2** All bidders are put on notice that any collusive agreement fixing the prices to be bid so as to control or affect the awarding of this Contract is in violation of the competitive bidding requirements applicable to Owner and may render void any contract let under such circumstances.

## **2.15 AWARD OF CONTRACT**

**2.15.1** Owner reserves the right to reject any and all Bids during the time for awarding the Contract, and to waive any informality or irregularity in any Bid. No Bid can be withdrawn during the time for awarding the Contract. The time for awarding the Contract is provided in section 2.17.

**2.15.2** Before a Bid is considered for award, Owner may require a Bidder to submit a statement of facts and detail as to its business, technical organization and financial resources and equipment available and to be used in performing the work. Additionally, Owner may require evidence that the Bidder has performed other work of comparable magnitude and type.

Owner expressly reserves the right to reject any Bid if it determines that the business and technical organization, equipment, financial and other resources or other experience of the Bidder (including the Bidder's subcontractors) is not sufficiently qualified for the work bid upon and, therefore, justifies such rejection.

**2.15.3** The award of the Contract, if it is awarded, will be to the lowest responsible responsive Bidder whose Bid complies with the requirements of the Contract Documents. In the event the plans and specifications for the project contain additive or deductive items that are included in the bid, bidders must bid all of the additive or deductive items. However, the lowest bid shall be considered to be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items, pursuant to California Public Contract Code § 20103.8.

## **2.16 CONTRACT BONDS**

**2.16.1** The successful Bidder shall furnish both a Performance Bond and a Payment Bond in the type, form and amount specified in the forms included with the Contract Documents. These bonds shall be furnished on such forms or on substantially similar forms acceptable to Owner. The Payment Bond shall comply with applicable provisions of the California Bond and Undertaking Law (California Code of Civil Procedure § 995.010 et seq.). The bonds shall be obtained from a responsible corporate surety (or sureties) acceptable to Owner, who is (or are) duly admitted by the Insurance Commissioner of the State of California to act as surety upon bonds and undertakings. The surety (or sureties) shall furnish reports as to its financial condition from time to time as requested by Owner. The premiums for the bonds shall be paid by the successful Bidder.

**2.16.2** If any surety becomes unacceptable to Owner, is deemed insolvent, is no longer an admitted surety in California, or fails to furnish reports as to its financial condition as requested by Owner, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of Owner and of persons supplying labor or materials in the prosecution of the work contemplated by this Contract.

**2.16.3** In the event of any conflict between the terms of the Contract and the terms of the bonds, the terms of the Contract shall control and the bonds shall be deemed to be amended thereby. Without limiting the foregoing, Owner shall be entitled to exercise all rights granted to it by the Contract in the event of default, without control thereof by the surety, provided that Owner gives the surety notice of such default at the time or before the exercise of any such right by Owner, and, regardless of the terms of the bonds, the exercise of any such right by Owner shall in no manner affect the liability of the surety under the bonds.

## **2.17 EXECUTION OF CONTRACT**

**The successful Bidder will be notified in writing by Owner of the award of the Contract within thirty (30) days after opening of Bids, unless the time period is extended as provided in the Invitation to Bid. Accompanying Owner's notice of award will be the Contract, which Owner may require to be executed in duplicate or triplicate. Within fifteen (15) days following receipt of such notice of award, the successful bidder will be required to execute and return the original contract(s), together with the performance and payment bonds, and the required certificates and proof of insurance documents (see General Conditions section 5.52), to Owner. Failure to do so shall be just cause for annulment of the award and for forfeiture of the Bid Bond, which shall be retained as liquidated damages. It is agreed that the Bid Bond sum is a fair estimate of the amount of damages that Owner will sustain by reason of such failure. Owner may elect to extend the fifteen (15) days if it needs additional time to confirm Contractor information.**

Owner will promptly determine whether such Contract, bonds and insurance conform with the requirements of the Contract Documents, and upon such determination will forward a fully executed copy of the Contract and a Notice to Proceed with the work to the successful bidder. Signature by both parties constitutes execution of the Contract. In the event of failure of the lowest responsible responsive Bidder to sign and return the Contract with acceptable bonds and insurance as prescribed herein, Owner may award the Contract to the next lowest responsible responsive Bidder, and, in the event that Bidder fails to sign and return the Contract with acceptable bonds and insurance, Owner may award the Contract to the then next lowest responsible responsive Bidder, etc.

## **2.18 RETURN OF BID GUARANTEES**



All Bid Bonds will be held until the Contract has been finally executed, after which all Bid Bonds, other than any Bid Bonds which have been forfeited, will be returned to the respective bidders whose Bids they accompanied, but in no event shall non-forfeited bonds be held by Owner beyond 60 days from the date that Owner awards the Contract.

## **2.19 POWER OF ATTORNEY**

The Attorney-in-Fact (resident agent) who executes the Performance Bond and Payment Bond on behalf of the surety company must attach a copy of its Power of Attorney as evidence of its authority. A notary public shall acknowledge the power as of the date of the execution of the bond which it covers.

## **2.20 TIME OF COMPLETION**

The time of completion of the work to be performed under this Contract is the essence of the Contract. Delays and extensions of time may be allowed in accordance with the provisions of the General Conditions. The time allowed for the completion of the work is stated in Paragraph 5 of Section 3.1, the Contract Agreement.

## **2.21 LICENSING REQUIREMENTS FOR CONTRACTORS**

Contractor shall hold such valid licenses issued by the California State Contractors' License Board as may be required by the laws of the State of California for the performance of the work specified in the Contract Documents.

## **2.22 PREVAILING WAGES**

Copies of the prevailing rate of per diem wages are on file at Owner's office, and will be made available to any interested party on request. Contractor shall post at each job site a copy of the determination of the Director of Industrial Relations of the prevailing rate of per diem wages in the locality in which this public work is to be performed.

## **2.23 BID PROTEST**

Any bid protest must be submitted in writing to Owner before 5:00 p.m. of the seventh day following the bid award.

**2.23.1** The bid protest shall be in the form of a letter or memo and it shall include the following: a complete statement of the basis or bases for the protest, including any supporting documents; a reference to the specific portion(s) of the Contract Documents which forms the basis for the protest; and, the name, address and telephone number of the person representing the protesting bidder.

**2.23.2** The bidder filing the protest shall concurrently transmit a copy of the protest document and any attached documentation to all other bidders with a direct financial interest who may be adversely affected by the outcome of the protest, including all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

**2.23.3** Owner will issue a prompt decision on the protest. If Owner determines that a protest is frivolous, the party originating the protest may be determined to be irresponsible and that party may be determined to be ineligible for future contract awards.

**2.23.4** The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of a bid protest. 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, lawsuit or other legal proceeding.

**2.23.5** For purposes of this section, a "bid protest" means any protest, objection, complaint or challenge to, concerning or against (a) a rejection of a bidder for any reason, (b) a contract award to the apparent low bidder, (c) another bidder's bid, or (d) the legality or enforceability of the bid documents.

## **2.24 INELIGIBLE CONTRACTORS AND SUBCONTRACTORS**

Owner shall not accept a bid from a bidder who is ineligible to bid or work on, or be awarded, a public works project pursuant to California Labor Code § 1777.1 or 1777.7. Bidders and Contractor who is awarded the project contract shall not utilize, or allow work by, any subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to California Labor Code § 1777.1 or 1777.7. (See California Public Contract Code § 6109.) The California Division of Labor Standards Enforcement publishes a list of debarred contractors and subcontractors on the Internet at [www.dir.ca.gov/DLSE/debar.html](http://www.dir.ca.gov/DLSE/debar.html).

**Contractors and Subcontractors who are not registered with the California Department of Industrial Relations Public Works Contractor Database, pursuant to Labor Code § 1725.5, shall be considered ineligible.**

**SECTION 3. CONTRACT FORMS**

[The remainder of this page is intentionally left blank.]

### 3.1 CONTRACT AGREEMENT

THIS AGREEMENT, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, in the County of El Dorado, State of California, is made by and between the \_\_\_\_\_ (“OWNER”), and \_\_\_\_\_ (“CONTRACTOR”).

1. Contract Documents: The complete contract (“CONTRACT”) includes all of the CONTRACT DOCUMENTS, including this Agreement, the Invitation to Bid, Bid Form/Proposal, Bid Schedules, Bid Bond, Designation of Subcontractors, Experience Qualifications, Non-collusion Declaration, Non-discrimination Certification, Non-segregation Certification, Instructions to Bidders, Performance Bond, Payment Bond, Contractor’s Certificate of Workers’ Compensation, Insurance Certificates, Abbreviations and Definitions, General Conditions, Plans, Drawings, Specifications, Scope of Work, Addenda and Change Orders, all documents contained in the Project Manual and all modifications and amendments to the above. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. The Work: Contractor shall perform everything required to be performed within the time set forth in Paragraph 5 of this Agreement, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services as described in the Contract and required for construction of:

PROJECT LOCATION: El Dorado County, California;

PROJECT NAME: **Grizzly Flats CSD Reservoir Liner Repair Project**, (“PROJECT” or “WORK”), as set forth more fully in the Construction Documents, Scope of Work, Plans, Drawings, Specifications and Project Manual.

All of the Work to be performed and materials to be furnished shall be completed in a good workmanlike manner in strict accordance with the Drawings, Specifications, Scope of Work, and all other provisions of the Contract Documents. Contractor shall not be excused with respect to any failure to so comply with the Contract by any act or omission of Owner, Owner’s consultant, agent, inspector, or representative of any of them.

The Project shall be furnished, performed and completed as required in the Drawings, Specifications, Scope of Work, and all other Contract Documents under the direction and supervision of and subject to the approval of Owner. Owner shall have the right to accept or reject materials or workmanship and to determine when Contractor has complied with the conditions of the Contract. The Building Inspector employed by Owner shall represent Owner.

3. Contract Amount: Owner shall pay to Contractor, as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the Contract Documents, the sum of \_\_\_\_\_.
4. Payments: The price to be paid to Contractor under this Agreement shall be paid in legally executed and regularly issued warrants of Owner drawn on the appropriate fund or funds as required by law. Payments shall be made pursuant to the Schedule attached hereto as Exhibit "A." Payments shall be made for the portions of the Project as construction of the Project is completed, but the payment of progress payments by Owner shall not be construed as acceptance of the work done up to the time of such payments. All payments shall be subject to the final bid price set forth in the Cost Schedule.
5. Time for Completion: The Project shall be commenced within five (5) days of issuance by Owner of the Notice to Proceed and shall be completed within **seventy calendar (70) days** from the date of the Notice to Proceed.
6. Liquidated Damages: If the Work is not completed in accordance with Paragraph 5 above, the parties agree that Owner will suffer damage. It being impractical and infeasible to determine the amount of actual damage, Contractor (or Surety) shall pay to Owner as fixed and liquidated damages, and not as a penalty, the sum of **\$500.00** for each calendar day of delay until the Project is completed and accepted. Such amount is the actual cash value agreed upon as the loss to Owner from Contractor's default. This amount may be deducted from any payments due to or to become due to Contractor.
7. Interpretation of Contract Documents: Should any question arise concerning the intent or meaning of drawings or specifications, such question shall be submitted to Owner and its interpretation shall be final.
8. Extra or Additional Work and Changes: Should Owner at any time during the progress of the work request any alterations, deviations, additions, or omissions from the Contract specification or plans, it shall be at liberty to do so and the same shall in no way affect or make void the Contract, but the fair and reasonable value of such alterations, deviations, additions, or omissions will be added to or deducted from the amount of said Contract price as the case may be.

All change orders shall be signed by Owner. The value of any such extra work or changes shall be determined in one or more of the following ways:

- a) By estimate and acceptance in a lump sum.
- b) By unit prices named in the contract or subsequently agreed upon.
- c) By cost and percentage or by cost and fixed fee.

9. Prosecution of Work: If, in the opinion of Owner, Contractor neglects to prosecute the work properly or fails to perform any provisions of the Contract, Owner, after ten (10) days written notice to Contractor may, without prejudice to any other remedy it may have, remedy any such deficiencies and may deduct the cost therefor from any payment then or thereafter due Contractor, provided that the parties have used proper documentation and negotiations for a fair and equitable resolution.

10. Assignment of the Contract: Assignment of the Contract or any part thereof shall be prohibited without the prior written consent of Owner.

11. Indemnification: With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted by law and in conjunction with section 5.53 of the General Conditions, Contractor shall defend, indemnify and save harmless Owner, including its officers, directors, agents, and employees, and each of them ("Indemnitees"), from any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses or liabilities, in law or in equity, of every kind and nature whatsoever for claims arising out of or in connection with Contractor's performance of this contract.

A. Bodily injury including, but not limited to, bodily injury, sickness or disease, emotional injury or death to persons, including, but not limited to, the public, any employees or agents of Contractor, Owner, or any other Contractor and;

B. Damage to property of anyone including loss of use thereof; caused or alleged to be caused in whole or in part by any negligent or otherwise legally actionable act or omission of Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable.

Except as otherwise provided by law, the indemnification provisions above shall apply regardless of the existence of fault or degree of fault of Indemnitees. Contractor, however, shall not be obligated to indemnify Indemnitees for Claims arising from conduct delineated in Civil Code § 2782.

Contractor's obligation to defend and indemnify shall not be excused because of Contractor's inability to evaluate liability or because Contractor evaluates liability and determines that Contractor is not liable to the claimant. Contractor shall respond within 30 days to the tender of any claim for defense and indemnity by Owner, unless this time has been extended by Owner. If Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due Contractor under and by virtue of the contract as shall reasonably be considered necessary by Owner, may be retained by Owner until disposition has been made of the claim or suit for damages, or until Contractor accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against Contractor, Contractor waives any and all rights of any type to express or implied indemnity against Owner, its officers, employees, or agents (excluding agents who are design professionals).

12. Insurance: Prior to commencing the Work, Contractor shall obtain and maintain during the life of this contract, and shall require all Subcontractors, if any, whether primary or secondary, to take out and maintain insurance coverage as required by Section 1.52 of the General Conditions.
13. Bonds: Three (3) executed copies of this Agreement, Insurance Certificates, the Performance Bond, and the Payment Bond shall be provided by Contractor. Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure § 995.120 shall be accepted. Surety must be a California-admitted surety and listed by the U.S. Treasury with a bonding capacity in excess of the Project cost.
14. Clauses Included: Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included.
15. Eligible Contractors: Contractor acknowledges that, pursuant to Public Contract Code § 6101, no public works or purchase contract shall be awarded to a Contractor, nor shall a Contractor be eligible to receive a public works or purchase contract, who has, in the preceding five years, been convicted of violating a state or federal law respecting the employment of undocumented aliens. Contractor acknowledges that pursuant to Public Contract Code § 6101 no public works or purchase contract shall be awarded to a Contractor, nor shall a Contractor be eligible to receive a public works or purchase contract who has been found to have violated with intent to defraud a public agency while performing a public works project.

Contractor further acknowledges that, pursuant to Labor Code § 6109, Contractor is prohibited from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Labor Code § 1777.1 or § 1777.7. The Labor Commissioner publishes a list of ineligible contractors and subcontractors and distributes the list to awarding bodies under Labor Code § 1777.1.

16. Family Support Enforcement: Contractor acknowledges that pursuant to Public Contract Code § 7110 it shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to disclosure of information and compliance with earnings assignment orders, as provided in Family Code Division 9, Part 5, Chapter 8 (commencing with § 5200). Contracts in excess of one hundred thousand dollars (\$100,000.00) require an acknowledgement by Contractor of the policy set forth in Public Contract Code § 7110 and Contractor further acknowledges that it is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

17. Performance During Working Hours: Work shall be performed during regular working hours except that in the event of an emergency or when required to complete the Work in accordance with job progress, work may be performed outside of regular working hours with the advance written consent of Owner.

18. Labor Code Application: As provided in Labor Code §§ 1810 et seq., eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by Contractor or by any Subcontractor on any subcontract under this Contract, upon the work or upon any part of the work contemplated by this Contract, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, work performed by employees of Contractors in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work provided that compensation for all hours worked in excess of eight (8) hours per day shall be compensated at not less than one and one-half (1½) times the basic rate of pay.

Contractor shall pay to Owner a penalty of Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by Contractor, or by any Subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one (1) calendar week, in violation of the provisions of Labor Code Division 2, Part 7, Chapter 1, Article 3 (commencing at § 1810), unless compensation for the workers so employed by Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

19. Prevailing Wage Rates: Pursuant to the provisions of Labor Code §§ 1770 et seq., Contractor shall pay the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed for this Project. The prevailing wage rates are available from the Director of the Department of Industrial Relations ("Director"). Contractor shall post a copy of such wage rates at the work site. Holiday and overtime work, when permitted by law, shall be paid for at the rate of at least one and one-half (1½) times the above specified rate of *per diem* wages, unless otherwise specified.

20. Forfeiture and Payments for Breach of Prevailing Wage Rates: In the event of a breach of prevailing wage, as a penalty to Owner pursuant to Labor Code § 1775, Contractor shall forfeit Fifty Dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of *per diem* wages, determined by the Director, for such craft or classification in which such worker is employed for any public work done under the Agreement by Contractor or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commission and shall be based on consideration of Contractor's mistake, inadvertence, or neglect in failing to



pay the correct prevailing rate of *per diem* wage, the previous record of Contractor in meeting its prevailing rate of *per diem* wage obligations, or Contractor's willful failure to pay the correct prevailing rate of *per diem* wages. A mistake, inadvertence, or neglect in failing to pay the correct prevailing rate of *per diem* wage is not excusable if Contractor had knowledge of it or the obligations under this part. The difference between such prevailing rate of *per diem* wage and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate of *per diem* wage shall be paid to each worker by Contractor. *Per diem* wages are deemed to include those benefits set forth in Labor Code § 1773.1.

21. Contractor to Comply with Labor Code § 1777.5 et seq.: It shall be Contractor's responsibility to know and abide by the requirements of Labor Code §§ 1777.5 et seq. which include, but are not limited to, the requirement to hire apprentices on a public works project.

22. Contractor to Comply with Labor Code § 1776: It shall be Contractor's responsibility to know and abide by the requirements of Labor Code § 1776, which include, but are not limited to, the requirement to keep accurate payroll records that shall be available for inspection. In order to comply with Labor Code § 1776, the records must include: names, addresses, Social Security numbers, work classifications, straight time, overtime, and any per diem. In addition, the records must be verified by a declaration under penalty of perjury that the records are true and correct, and that the employer has complied with Labor Code §§ 1771, 1811 and 1815.

23. Non-discrimination. During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or gender.

Contractor and subcontractors hereby agree to ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors agree to comply with the provisions of the Fair Employment and Housing Act (Government Code § 12900 et seq.) and the applicable regulations promulgated under California Administrative Code, Title 2, § 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code § 12900, set forth in California Administrative Code, Title 2, Division 4, Chapter 5 are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors agree to give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

24. Contractor shall include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under the contract.

25. **THE COMPLETE CONTRACT AS SET FORTH IN PARAGRAPH 1 OF THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT OF THE PARTIES. NO**

**OTHER AGREEMENTS, ORAL OR WRITTEN, PERTAINING TO THE WORK TO BE PERFORMED UNDER THIS CONTRACT, EXISTS BETWEEN THE PARTIES. THIS CONTRACT CAN BE MODIFIED ONLY BY AN EXECUTED WRITTEN AGREEMENT APPROVED BY THE GOVERNING BOARD.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

OWNER

CONTRACTOR

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Signature of OWNER representative)

(Signature of CONTRACTOR)

CONTRACTOR's License No. \_\_\_\_\_

(CORPORATE SEAL of CONTRACTOR)

**CONTRACT AGREEMENT**

**EXHIBIT "A"**

**SCHEDULE OF PAYMENTS**

Owner shall make Payments for the Project Work in conformance with and subject to the terms and conditions for payments as set forth below and in the Construction Agreement, if applicable.

\_\_\_\_\_ % due \_\_\_\_\_

\_\_\_\_\_ % due \_\_\_\_\_

\_\_\_\_\_ % due \_\_\_\_\_

\_\_\_\_\_ % due \_\_\_\_\_

\_\_\_\_\_ % due \_\_\_\_\_

\_\_\_\_\_ % due 60 days after Owner's acceptance and approval of final Project.

Note: Owner shall withhold at least 5% of total labor and materials until final completion and acceptance of the Project. On the expiration of sixty (60) days after the recordation of the Notice of Completion all monies due and payable to Contractor shall be paid, subject to the provisions of Section 5.62 herein.

### 3.2 FAITHFUL PERFORMANCE BOND

WHEREAS, the \_\_\_\_\_ (“Owner”) has on \_\_\_\_\_, 20\_\_\_\_, awarded to \_\_\_\_\_ hereinafter designated as the “Contractor”, a contract for the construction of the

\_\_\_\_\_ **PROJECT.**

NOW, THEREFORE, WE, Contractor, and \_\_\_\_\_ as Surety, are held and firmly bound unto Owner, in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), which is equivalent to 100% of the contract amount, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Contractor, its heirs, executors, administrators, successors, or assigns, shall in all things stand to abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said contract and any alterations made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning and shall indemnify and save harmless, Owner, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue and Principal and Surety; in the event suit is brought on this bond, will pay to Owner such reasonable attorney’s fees as shall be fixed by the court.

As a condition precedent to the satisfactory completion of the said contract, the above obligation in said amount shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounded Contractor, its heirs, executors, administrators, successors or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect Owner from loss or damage made evident during said period of one year from the date of acceptance of said work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the said sum shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of Contractor remains.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the

work or to the specifications. Said Surety hereby waives the provisions of §§ 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(SEAL)

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature for Contractor

\_\_\_\_\_  
Title of Signator

(SEAL)

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Signature for Surety

\_\_\_\_\_  
Title of Signator

### 3.3 PAYMENT BOND

WHEREAS, the \_\_\_\_\_ ("Owner") has on \_\_\_\_\_, 20\_\_\_\_, awarded to \_\_\_\_\_ hereinafter designated as the "Contractor", a contract for the construction of the

\_\_\_\_\_ **PROJECT.**

WHEREAS, said Contractor is required to furnish a bond in connection with said contract, providing that if said Contractor, or any of its subcontractors, shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth:

NOW, THEREFORE, WE the undersigned Contractor as Principal and \_\_\_\_\_, as Surety, are held and firmly bound unto Owner, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), which is the equivalent of 100% of contract amount, lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, its heirs, executors or administrators, successors or assigns, shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind or for amount due under the Unemployment Insurance Act with respect to such labor, or of the Revenue and Taxation Code of the State of California with respect to such work or labor, as required by the provisions of Chapter III, Division V, Title I, of the Government Code of the State of California, and provided that the persons, companies, or corporations so furnishing said materials, provisions, or other supplies, appliances, or power used, in, upon, for, or about the performance of the work contracted to be executed or performed, or any person who performs work or labor upon same, or any person who supplies both work and materials thereto, shall have complied with the provisions of said Government Code, then said Surety will pay the same in or to an amount not exceeding the amount herein above set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fee to Owner as shall be fixed by the court.

This bond shall insure to the benefit of any and all persons, companies, and corporations entitled to file claims under said Government Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition of the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations of this bond, and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications. Said Surety hereby waives the provisions of §§ 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(SEAL)

\_\_\_\_\_

Contractor as Principal

\_\_\_\_\_

Signature for Principal

\_\_\_\_\_

Title of Signator

(SEAL)

\_\_\_\_\_

Surety

\_\_\_\_\_

Signature for Surety

\_\_\_\_\_

Title of Signator

**3.4 CONTRACTOR'S CERTIFICATE REGARDING WORKER'S COMPENSATION**

To: \_\_\_\_\_

THE UNDERSIGNED STATES AND DECLARES THAT:

We are aware of the provisions of § 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and we will comply with such provisions before commencing the performance of the work of this contract.

CONTRACTOR

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(State of Incorporation, if Corp.)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number:  
\_\_\_\_\_



**3.5 NOTICE OF AWARD**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Project Description:** \_\_\_\_\_ **PROJECT**

The \_\_\_\_\_ (“Owner”) has considered the Bid Proposal submitted by you for the above described project dated \_\_\_\_\_.

You are hereby notified that your Bid Proposal has been accepted for items in the amount of \$ \_\_\_\_\_.

You are required by the Information for Bidders to execute the Agreement and furnish the required Faithful Performance Bond, Payment Bond and certificates of insurance within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bonds within fifteen (15) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of Owner’s acceptance of your Bid as abandoned. Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to Owner.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

[OWNER]

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

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

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

\_\_\_\_\_

this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

**3.6 NOTICE TO PROCEED**

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

**PROJECT:** \_\_\_\_\_ **PROJECT**

In accordance with the Agreement dated \_\_\_\_\_, 20\_\_\_\_, you are hereby notified to commence work within five (5) days and you are to complete the work within \_\_\_\_\_ (\_\_\_\_) **consecutive calendar days** thereafter. The date of completion of all work is therefore \_\_\_\_\_ 20\_\_.

[OWNER]

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

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

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

\_\_\_\_\_

this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

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

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

## SECTION 4. ABBREVIATIONS, ACRONYMS AND DEFINITIONS

### 4.1 ABBREVIATIONS and ACRONYMS

**4.1.1 Industry Organizations:** Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."

### 4.2 DEFINITIONS

For purposes of the Contract Documents, these words and phrases shall be defined as follows:

**4.2.1 Acceptance** means the formal written acceptance by Owner of the entire Contract which has been completed in all respects, in accordance with the Specifications and any approved modifications.

**4.2.2 Owner's Engineer** means Owner's Engineer or engineer retained by Owner, or the person designated by Owner as its engineering representative during the course of construction, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.

**4.2.3 Owner** means **Grizzly Flats Community Services District**.

**4.2.4** Omitted.

**4.2.5 Bid** means the offer of the bidder for the work when made out and submitted on the prescribed bid form, properly completed, signed and guaranteed.

**4.2.6 Bid Bond** means the cash, cashier's check, certified check, or bidder's bond accompanying the bid submitted by the bidder, as a guarantee that the bidder will enter into a Contract with Owner for the performance of work herein described.

**4.2.7 Bidder** means any individual, firm, partnership or corporation submitting a bid for the work contemplated, and acting directly or through a duly authorized representative.

**4.2.8 Board of Directors or Board** means the Board of Directors of Owner.

**4.2.9 City or Town** means the city or town of \_\_\_\_\_.

**4.2.10 Contract** means the written agreement covering the performance of the work and the furnishing of labor, materials, tools and equipment in the construction of the work. The Contract shall include all Contract Documents.

**4.2.11 Contract Documents** means any or all of the documents contained in the Project Manual, the Contract Agreement, the Plans and Specifications and all supplemental agreements amending or extending the work, which may be required to complete the work in a substantial and acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract Documents, and include without limitation Addenda and Contract Change Orders.

**4.2.12 Contractor** means the person or persons, firm, partnership or corporation or other entity that has entered into the Contract with Owner to perform the work.

**4.2.13 County** means County of El Dorado, California.

**4.2.14 Date of the Contract** means the date on which the Contract is signed by Owner's authorized representative.

**4.2.15 Datum** means the figures given in the Specifications or upon the Drawings after the word "Elevation" or an abbreviation of it.

**4.2.16 Days** mean calendar days unless otherwise designated.

**4.2.17** Omitted.

**4.2.18 He** shall include "she" and "it" and his shall include "her" and "its."

**4.2.19 Or Equal** shall be understood to indicate that the "equal" product be the same or better than the product named, in function, performance, reliability, quality, and general configuration. Determination of equality in reference to the project design requirements will be made by Owner's Engineer.

**4.2.20 Plans or Drawings** refers to the official plans, drawings, profiles, cross sections, elevations, details, and other working drawings and supplementary drawings, or reproductions thereof, signed by Owner's Engineer, which show the location, character, dimensions, and details of the work to be performed. Plans may either be bound in the same book as the balance of the Contract Documents or bound in separate sets, and are a part of the Contract Documents, regardless of the method of binding.

**4.2.21 Project** means the **Reservoir Liner Project**.

**4.2.22 Specifications** means the terms, provisions, and requirements contained herein and identified in the Project Manual, Volumes I and II, and is synonymous with "Technical Specifications." Where standard specifications, such as those of "ASTM", "AASHTO", etc. have been referred to, the applicable portions of such standard specifications shall become a part of these Contract Documents.

**4.2.23 State** means State of California.

**4.2.24 State Standard Specifications** mean the edition in effect as of the Date of Execution of the Contract of the Standard Specifications issued by the State of California Business and Transportation Agency, Department of Transportation, unless a specific edition is referenced.

**4.2.25 Subcontractor** means only those persons, firms or entities having a direct contract with Contractor, and it includes one who furnishes material worked to a special design according to the Plans or Specifications, but does not include one who merely furnishes material not so worked and would be considered a supplier only.

**4.2.26 Time Limits** mean all time limits stated in the Contract Documents, and all time limits are of the essence of the Contract.

**4.2.27 Work** means all the work specified, indicated, shown or contemplated in the Contract Documents to construct the improvements, including all alterations, amendments or extensions thereto made by Contract Change Order or other written orders of Owner's Engineer.

## SECTION 5. GENERAL CONSTRUCTION PROVISIONS

### 5.1 INTENT OF CONSTRUCTION PROVISIONS

**5.1.1** The intent of the Construction Provisions is to prescribe the details for the construction and completion of the work which Contractor undertakes to perform pursuant to this Agreement ("Work"). Where the Specifications and Plans describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, Contractor shall furnish all labor, materials, tools, equipment and incidentals and do all the work involved in completing the Project in a satisfactory and workmanlike manner.

**5.1.2** The technical specifications are presented in sections for convenience. However, this presentation does not necessarily delineate trades or limits of responsibility. All sections of the Specifications and Plans are interdependent and applicable to the project as a whole.

**5.1.3** The Construction Provisions are complementary, and what is called for in any one shall be as binding as if called for in all. In the event of a conflict of the provisions of the Specification Sections and these General Conditions, the Specification Sections shall control.

### 5.2 CONTRACTOR'S UNDERSTANDING

It is understood and agreed that Contractor has, by careful examination, satisfied itself as to the nature and location of the work, the conformation of the ground, 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 Agreement. No verbal agreement or conversation with any officer, agent or employee of Owner, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained.

### 5.3 CHANGES IN THE WORK

**5.3.1 General.** Owner may, at any time, by written order make changes in the work as deemed necessary by Owner.

**5.3.2 Minor Changes.** Owner shall have the authority to order minor changes in the work not involving any increase or decrease in Contractor's cost or time required for performance of the Work. Such minor changes shall be effected by written order of Owner and Contractor shall carry out such written orders promptly. If Contractor disagrees with Owner's determination that the minor change does not involve any increase or decrease in Contractor's cost or time required for performance of the Work, then Contractor may file and pursue a claim pursuant to section 5.4. The written claim must be submitted to Owner within \_\_\_\_ days after the date of Owner's written order.

### 5.3.3 Change Orders.

**5.3.3.1** Owner may, from time to time, issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the contract cost or the contract time.

**5.3.3.2 Owner-initiated Change Orders.** If any change in the work ordered by Owner causes an increase or decrease in Contractor's cost or time required for performance of the Work, an adjustment and modification of the payment will be made in the form of a Change Order issued by Owner which will set forth (a) a description of the changes, additions and/or deductions in the work to be done, (b) the increase or decrease in compensation due Contractor, if any, or the method by which the increase or decrease, if any, will be calculated, and (c) the adjustment in the time of completion of the work, if applicable. A Change Order may be issued to Contractor at any time.

**5.3.3.3 Contractor-initiated Change Orders.** If conditions require modifications to the Work, Contractor may initiate a claim by submitting a request for a change setting forth (a) a description of the changes, additions and/or deductions in the work to be done, (b) the increase or decrease in compensation due Contractor, if any, including costs of labor and supervision directly attributable to the change, quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made, applicable taxes, delivery charges, equipment rental, amounts of trade discounts or the method by which the increase or decrease, if any, will be calculated, and any other associated costs, and (c) the adjustment in the time of completion of the work, if applicable.

**5.3.4 Change Order-Cost Adjustment.** The compensation to be paid for any work addressed in a Change Order shall be determined in one or more of the following ways as shown in the Change Order:

**5.3.4.1** By unit prices;

**5.3.4.2** By an agreed-upon lump sum; or

**5.3.4.3** By the cost-plus basis determined pursuant to section 5.3.9.

**5.3.5 Cost Records.** Contractor shall keep full and complete records of the cost of any work addressed in a Change Order in the form and manner prescribed by Owner and shall permit Owner to have access to such records as may be necessary to assist in the determination of the compensation payable for such work.

**5.3.6 Cost Reduction for Deductive Change Order.** With respect to a Change Order involving the deletion or reduction of work, Owner shall determine the appropriate reduction in the payment due, based on the lump sum and/or per unit prices in the bid schedule for the items of work deleted or reduced by the Change Order. Contractor shall not be entitled to claim damages for anticipated profits on any portion of the work that may be deleted.



**5.3.7 Proposed Change Order.** Upon receipt of a Change Order signed by Owner, Contractor shall forthwith proceed with the ordered work, unless otherwise directed by Owner. If Contractor agrees with the terms and conditions of the Change Order, then it shall sign the Change Order.

**5.3.8 Contractor Protest Against Change Order.** Should Contractor disagree with any terms or conditions set forth in a proposed Change Order, it shall submit a written protest to Owner within 15 days after the receipt of the proposed Change Order. The protest shall state the points of disagreement, addressing, if applicable, the quantities and cost involved and the adjustment of time for completion.

**5.3.8.1** If a written protest is not timely submitted by Contractor, then the proposed Change Order, including all cost and time adjustment provisions, if any, that was submitted to Contractor shall be deemed final and acceptable to Contractor even if not signed by Contractor. Any payment under an unprotested Change Order's cost adjustment provisions shall constitute full compensation for all work included in or required by the Change Order.

**5.3.8.2** If Contractor timely protests a proposed Change Order, it shall nevertheless proceed with the ordered work pending resolution of the protest.

**5.3.8.3** If Contractor timely protests a proposed Change Order, Owner shall render in writing its determination of the protest. If Contractor disputes the determination, then Contractor may file and pursue a claim pursuant to section 5.4. The written claim must be submitted to Owner within 15 days after the date of Owner's written determination on the protest. If Contractor does not timely file a claim, then the proposed Change Order (as may have been revised by Owner's determination on the protest), including all cost and time adjustment provisions, if any, shall be deemed final and acceptable to Contractor even if not signed by Contractor. Any payment under such a Change Order's cost adjustment provisions shall constitute full compensation for all work included in or required by the Change Order.

**5.3.9 Cost-Plus Basis of Payment on Change Orders.** The following shall constitute the cost-plus basis of payment:

**5.3.9.1 Direct Labor Cost.** Charges for all of the labor furnished and used by 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 work shall be subject to the daily approval of Owner and evidence of such daily approval shall be submitted with the billing. Labor rates used to calculate the costs shall be those basic wages including current employer contributions for fringe benefits and federal and state surcharges and including applicable subsistence and travel allowances, all as actually paid to workers under collective bargaining agreements or as a regular practice of the employer. No time or charges will be allowed except when the workers are actually engaged in the proper, efficient and diligent performance or completion of the work as authorized. Overtime shall not be worked without prior approval of Owner.

**5.3.9.2 Equipment Cost.** Charges for the rental and operation of the equipment furnished and used by Contractor shall be made for all prime construction and automotive equipment. It shall not include charges for listed equipment or major tools with a new cost of \$500 or less. Equipment time charges shall be subject to the daily approval of Owner and evidence of such daily approval shall be submitted with the billing. The equipment rental and operation rates used shall be those agreed upon by Owner and Contractor prior to commencement of the work and shall include an approved allowance for depreciation. Time and charges shall be allowed only when equipment is actually being used for the proper and efficient performance or completion of the work as authorized.

**5.3.9.3 Material Costs.** Charges for the cost of materials furnished by Contractor shall be made, provided such furnishing was specifically authorized in the work order and the actual use verified by Owner. Charges shall be net cost to Contractor delivered at the job, including all applicable sales taxes; and a vendor's invoice must accompany the billing along with verification of use of such materials by Owner.

**5.3.9.4 Tools, Supplies, Supervision, Overhead and Profit.** A charge for major tools, supplies, overhead, supervision and profit will be allowed in the amount of 15% of the total direct labor costs, equipment costs, and material costs, as defined above at sections 5.3.9.1 to 5.3.9.3.

**5.3.9.5 Work by Subcontractor.** When all or any part of the work is performed by any of Contractor's subcontractors, the markup percentage established in section 5.3.9.4 shall be applied to the subcontractor's actual cost of such work (determined as above at sections 5.3.9.1 to 5.3.9.3), to which a markup of 5% on the subcontracted portion of the extra work may be added by Contractor.

**5.3.10 Effect of Change on Bond Sureties.** The consent of Contractor's bond sureties shall not be required as to any change or extra work ordered by Owner and the liability of Contractor's bonds and sureties shall be increased or decreased accordingly without notice to the sureties.

**5.3.11 Right to Use Other Contractors.** Owner reserves the right to contract with any person or firm other than Contractor for any or all extra work.

**5.3.12 Increased Quantity of Project Items.** If the total pay quantity of any item of work required under the Agreement to be paid at a unit price exceeds by more than 25 percent the item as bid, then in the absence of an executed change order specifying the compensation to be paid, the work in excess of 125 percent of such estimate may, at Owner's discretion, be paid for by a cost-plus basis of payment as described at section 5.3.9, instead of at the unit price.

## **5.4 CONTRACTOR CLAIMS FOR EXTRA COSTS AND TIME EXTENSIONS**

**5.4.1 General.** The parties intend by this section that differences between the parties, arising under and by virtue of this Agreement, be brought to Owner's attention at the

earliest possible time in order that such matters may be settled or other appropriate action promptly taken.

**5.4.2 Waiver.** Contractor agrees that it shall not be entitled to any additional time to complete work or the payment of any additional compensation for any claim, cause, act, failure to act, or happening of any event, thing or occurrence, unless it shall have given Owner timely and due written notice of the claim pursuant to this section 5.4, provided, however, that compliance with this section shall not be a prerequisite as to matters within the scope of the protest provisions in section 5.3.8. Contractor shall not be entitled to any additional compensation for claimed extra work until and unless either a Change Order has been issued pursuant to section 5.3 or a claim has been timely filed and approved pursuant to this section 5.4. If Contractor fails to file a written claim within the claim deadline of section 5.4.5, then Contractor agrees that it shall have waived any right or remedy to thereafter pursue the claim against Owner in any administrative, arbitration or litigation proceeding.

**5.4.3 Definition.** A claim for purposes of this section 5.4 means a separate demand by Contractor for (a) a time extension, (b) payment of money or damages arising from work done by, or on behalf of, Contractor and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (c) an amount the payment of which is disputed by Owner.

**5.4.4 Informal Claims Resolution.** The parties shall strive to resolve all disputes amicably and in an informal manner. Any dispute resolved informally shall be documented by Owner and if the resolution involves a change in the project work, increase or decrease in the compensation due Contractor or adjustment in the time of completion of the work, then the dispute resolution shall be confirmed by a Change Order pursuant to section 5.3. Informal discussions or negotiations with Owner's representatives concerning informal resolution of a dispute shall not toll or suspend the claim filing deadlines provided below, except by Owner's written agreement.

**5.4.5 Deadlines for Filing of Claim.** Contractor may file a claim with Owner subject to the terms, conditions and deadlines of section 5.4. A claim must be submitted to Owner: (a) if a deadline is set forth in the Construction Provisions for filing of the particular claim, the claim must be filed by the specified time; (b) if the claim relates to extra, additional or unforeseen work for which Contractor intends to demand additional compensation or a time extension, notice shall be given to Owner prior to Contractor's commencement of performance of the work giving rise to the claim and Contractor shall not proceed with said work until so directed by Owner; and (c) for all other claims not included within subsections (a) and (b), the claim must be filed on or before 15 days after occurrence of the event giving rise to the claim. In no event shall claims be filed later than the date of final payment.

**5.4.6 Emergency Work.** In the event of an emergency endangering life or property, Contractor shall act as provided by section 5.54.7. After completion of the necessary emergency work Contractor shall present to Owner an accounting of labor, materials

and equipment in connection therewith. The procedure for any payment that may be due for emergency work will be as specified in section 5.3.

**5.4.7 Tort Claims.** The provisions of sections 5.4 to 5.6 apply only to contract claims. They do not apply to tort claims, and nothing in these sections is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Government Code §§ 900 et seq. and 910 et seq.

**5.4.8 Required Contents of Claim.** The claim shall be in writing, shall set forth in detail the reasons Contractor believes additional compensation or a time extension will or may be due, the documents necessary to substantiate the claim, the nature of the costs involved, and, insofar as possible, the amount of the claim.

**5.4.9 Project Work Pending Claim Resolution.** Unless otherwise directed in writing by Owner, pending resolution of a claim under this section 5.4, Contractor shall continue to diligently prosecute the Project work in accordance with the Construction Provisions and the instructions of Owner.

**5.4.10 Processing of Claims by Owner.** Generally, except as otherwise specifically provided in the Construction Provisions, Owner will initially decide all claims of Contractor and all disputes arising under and by virtue of this Agreement. All such decisions of Owner shall be final unless disputed by Contractor in accordance with section 5.4.12 or section 5.6.2, as appropriate. If Contractor fails to dispute Owner's decision on the matter in accordance with section 5.4.12 or section 5.6.2, then Owner's decision shall be final, conclusive, and binding, and Contractor shall be deemed to have waived all its rights to further protest, judicial or otherwise. Any claim for a time extension or claim for money or damages of less than \$375,000 (i.e., any claim subject to Public Contract Code § 20104) shall be processed by Owner and resolved in accordance with sections 5.4.11 to 5.5. Any claim for money or damages of more than \$375,000 (i.e., any claim not subject to Public Contract Code § 20104) shall be processed by Owner and resolved in accordance with section 5.6.

**5.4.11 Owner Response to Claim.**

**5.4.11.1** For a claim for a time extension or claim for money or damages of less than \$50,000, Owner shall respond in writing to any written claim within 45 days of receipt of the claim by Owner, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim Owner may have against Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this section, upon mutual agreement of Owner and Contractor. Owner's written response to the claim, as further documented, shall be submitted to Contractor within 15 days after receipt of the further documentation or within a period of time no greater than that taken by Contractor in producing the additional information, whichever is greater.

**5.4.11.2** For claims of over \$50,000 and less than or equal to \$375,000, Owner shall respond in writing to all written claims within 60 days of receipt of the claim, or

may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim Owner may have against Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this section, upon mutual agreement of Owner and Contractor. Owner's written response to the claim, as further documented, shall be submitted to Contractor within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by Contractor in producing the additional information or requested documentation, whichever is greater.

**5.4.12 Meet and Confer.** If Contractor disputes Owner's written response or Owner fails to respond within the time prescribed, Contractor may so notify Owner in writing, within 15 days of receipt of Owner's response or within 15 days of Owner's failure to respond within the time prescribed, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, Owner shall schedule a meet and confer settlement conference within 30 days.

**5.4.13 Government Code Claim.** Following the meet and confer conference, if the claim or any portion remains in dispute, Contractor may file a claim as provided in Government Code §§ 900 et seq. and 910 et seq. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Contractor submits a timely written claim pursuant to subsection 5.4.5 until the time that the claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process; provided that if Contractor fails to demand a meet and confer conference within the applicable 15 day period, then Contractor shall be deemed not to dispute Owner's written response to the claim and any tolling of the running of the period of time within which a Government Code claim must be filed (see Public Contract Code § 20104.2(e) shall cease upon expiration of the applicable 15 day period.

## **5.5 SPECIAL LITIGATION PROVISIONS**

The following procedures shall apply to all civil actions filed to resolve claims subject to Public Contract Code § 20104 (i.e., any claim for a time extension or claim for money or damages of less than \$375,000).

**5.5.1 Mediation.** Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

### **5.5.2 Arbitration.**

**5.5.2.1** If the matter remains in dispute, the case shall be submitted to Judicial arbitration pursuant to Code of Civil Procedure Title 3, Part 3, Chapter 2.5 (commencing with § 1141.10), notwithstanding § 1141.11 of that code. The Civil Discovery Act of 1986 (Code of Civil Procedure title 3, part 4, chapter 3, article 3 (commencing with § 2016)) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

**5.5.2.2** Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

**5.5.2.3** In addition to Code of Civil Procedure Title 3, Part 3, Chapter 2.5 (commencing with § 1141.10), any party who, after receiving an arbitration award, requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

**5.5.3 Witnesses.** The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

**5.5.4 Payment of Undisputed Claims.** Owner shall not fail to pay money as to any portion of a claim that is undisputed except as otherwise provided in the Construction Provisions.

**5.5.5 Interest.** In any suit filed under this section 5.5, Owner shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

## **5.6 LARGE CLAIM RESOLUTION**

For any claim for money or damages of more than \$375,000 (i.e., any claim not subject to California Public Contract Code § 20104), the following requirements apply:

**5.6.1 Owner Response to Claim.** Owner shall respond in writing to the written claim within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim that Owner may have against Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this section, upon mutual agreement of Owner and Contractor. Owner's written response to the claim, as further documented, shall be submitted to Contractor within 30 days after receipt of the further documentation.

**5.6.2 Meet and Confer.** If Contractor disputes Owner's written response, or Owner fails to respond within the time prescribed, Contractor may so notify Owner, in writing,

either within 15 days of receipt of Owner's response or within 15 days of Owner's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, Owner shall schedule a meet and confer conference within 30 days for settlement of the dispute.

**5.6.3 Lawsuit on the Claim.** Following the meet and confer conference, if the claim or any portion remains in dispute, Contractor may, within six (6) months from the date of the last meet and confer conference, file a lawsuit on the claim. If Contractor fails to demand a meet and confer conference as described in section 5.6.2, Contractor may, within six (6) months from the date of Owner's written response, file a lawsuit on the claim. If Contractor fails to file a lawsuit within whichever six-month period is applicable, then Owner's written response to the claim shall be final, conclusive and binding on Contractor, and Contractor agrees that it thereafter shall be barred from filing a lawsuit on the claim.

## **5.7 GUARANTEE**

**5.7.1** In addition to warranties, representations and guarantees stated elsewhere in the Construction Provisions or implied-in-fact or in-law, Contractor unconditionally guarantees all materials and workmanship furnished hereunder, and agrees to repair or replace or both at its sole cost and expense, and to the satisfaction of Owner, any and all materials which may be defective or improperly installed.

**5.7.2** Contractor shall repair or replace to the satisfaction of Owner any or all such work that may prove defective in workmanship or materials, ordinary wear and tear excepted, together with any other work which may be damaged or displaced in so doing. Contractor shall leave the site of any such repair or replacement work in satisfactory working order and condition.

**5.7.3** In the event of failure to comply with the above stated conditions within a reasonable time, Owner is authorized to have the defect repaired and made good at the expense of Contractor who will pay the costs and charges therefor immediately upon demand, including any reasonable management and administrative costs, and engineering, legal and other consultant fees incurred to enforce this section.

**5.7.4** The signing of the Agreement by Contractor shall constitute execution of the above guarantees. Except as otherwise provided in this Agreement, the guarantees and warranties shall remain in effect for one year from the date of recording a notice of completion. This guarantee does not excuse Contractor from breaches of contract causing defects that occur or are discovered more than one year after the notice of completion. In addition, the warranty and guaranty period for repaired or replaced work or part shall be one year from the date of acceptance of said repaired or replaced work or part, but not less than the remaining warranty period of the original work.

## **5.8 AUTHORITY OF OWNER**

**5.8.1** Owner has full authority to interpret the Construction Provisions, to conduct the construction review and inspection of Contractor's performance, and to decide questions which arise during the course of the work; and its decisions on these matters shall be final and conclusive. Owner has the authority to reject all work and materials that do not conform to the Construction Provisions, and has the authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Agreement.

**5.8.2** If at any time Contractor's work force, tools, plant or equipment appear to Owner to be insufficient or inappropriate to secure the required quality of work or the proper rate of progress, Owner may order Contractor to increase their efficiency, improve their character, to augment their number or to substitute other personnel, new tools, plant or equipment, as the case may be, and Contractor shall comply with such order. Neither the failure of Owner to demand such increase of efficiency, number, or improvement, nor the compliance by Contractor with the demand, shall relieve Contractor of its obligation to provide quality work at the rate of progress necessary to complete the work within the specified time.

**5.8.3** Owner shall have the authority to make minor changes in the work, not involving extra costs, and not inconsistent with the purposes of the work.

**5.8.4** Any order given by Owner, not otherwise required by the Contract Documents to be in writing shall, on request of Contractor, be given or confirmed by Owner in writing.

**5.8.5** Whenever work, methods of procedure, or any other matters are made subject to direction or approval, such direction or approval will be given by Owner.

## **5.9 DRAWINGS**

**5.9.1** Owner will furnish Contractor, free of charge, copies of Contract Documents that are reasonably necessary for the execution of the work. Contractor shall have no claim for excusable delay on account of the failure of Owner to deliver such Drawings unless Owner shall have failed to deliver the same within two weeks after receipt of written demand therefor from Contractor. If Contractor, in the course of the work, finds any discrepancy between the Drawings and the physical condition of the locality, or any errors or omissions in the Drawings, or in the layout as given by points and instructions, it shall be its duty to inform Owner in writing, and Owner will promptly verify the same. Any work done after such discovery, until authorized, will be done at Contractor's risk. All Drawings, Specifications, and copies thereof furnished by Owner are the property of Owner and shall not be reused on other work and, with the exception of the signed sets for the implementation of this Agreement, are to be returned to it, on request, at the completion of the work. All models are the property of Owner.



**5.9.2** Contractor shall maintain at the site of work one record copy of the Drawings, in good order, and available to Owner. Contractor shall mark the Drawings to record all changes and corrections made during construction. Contractor shall make all corrections and changes on the Drawings as necessary to produce accurate and complete record Drawings showing the “as built” work. Marked Drawings shall be updated at least weekly. Contractor shall submit to Owner a final, complete and accurate set of record Drawings prior to or simultaneously with Contractor’s request for final payment.

**5.9.3** The Drawings shall be supplemented by such shop drawings prepared by Contractor as are necessary to adequately control the work. Contractor shall not make any changes in any shop drawings after they have been reviewed by Owner.

**5.9.4** Shop drawings for any structure shall include, but not be limited to: stress sheets, anchor bolt layouts, shop details, and erection plans, which shall be reviewed and approved by Owner before any such work is performed.

**5.9.5** Shop drawings will be required for cribs, cofferdams, falsework, centering and form work and for other temporary work and methods of construction Contractor proposes to use. Such drawings shall be subject to the review and approval of Owner insofar as the details affect the character of the finished work, but details of design will be left to Contractor who shall be responsible for the successful construction of the work.

**5.9.6** Contractor agrees that shop drawings processed by Owner are not Change Orders, and that the purpose of shop drawings submitted by Contractor is to demonstrate to Owner that Contractor understands the design concept, and to demonstrate its understanding by indicating which equipment and material it intends to furnish and by detailing the fabrication methods it intends to use.

**5.9.7** It is expressly understood, however, that favorable review of Contractor’s shop drawings shall not relieve Contractor of any responsibility for accuracy of dimensions and details, or for mutual agreements of dimensions and details. It is mutually agreed that Contractor shall be responsible for agreement and conformity of its shop drawings with the Specifications. Contractor further agrees that if deviations, discrepancies or conflicts between shop drawings and Specifications are discovered either prior to or after shop drawings are processed by Owner, the Specifications shall control and shall be followed.

**5.9.8** Unless otherwise stated, Owner shall have 30 days from the date of receipt of shop drawings for review.

**5.9.9** Full compensation for furnishing all shop drawings shall be considered as included in the prices paid for the items of work to which such drawings relate and no

additional compensation will be allowed therefore. Any cost related to Owner's review of any particular set of shop drawings more than twice, due to incompleteness or unacceptability, shall be borne by Contractor, and Owner reserves the right to withhold such costs from payments due Contractor.

#### **5.10 CONSTRUCTION STAKING AND SURVEYS**

**Contractor is responsible for surveying location of existing fence (prior to removal) and replacing fence in same location.**

#### **5.11 PERMITS AND REGULATIONS**

**5.11.1** Permits and licenses, of a temporary nature, necessary for the prosecution of the work shall be secured and paid for by Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by Owner unless otherwise specified.

**5.11.2** Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as shown on the plans and described in the Specifications. Contractor shall promptly notify Owner in writing of any specification at variance therewith and any necessary changes shall be adjusted as provided in the Construction Provisions for changes in the work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations and without such notice to Owner, it shall bear all costs arising therefrom.

#### **5.12 CONFORMITY WITH CONSTRUCTION PROVISIONS**

Work and materials shall conform to the lines, grades, cross sections, dimensions and material requirements, including tolerances, shown on Construction Provisions. Although measurement, sampling, and testing may be considered evidence as to such conformity, Owner shall be the sole judge as to whether the work or materials deviate from the Specifications and plans, and its decision as to any allowable deviations therefrom shall be final and conclusive.

#### **5.13 COORDINATION AND INTERPRETATION OF CONSTRUCTION PROVISIONS**

**5.13.1** The Construction Provisions are complementary and a requirement occurring in one is as binding as though occurring in all.

**5.13.2** In the event of conflict between the Plans and the Specifications, the Specifications shall govern, except that, where items are shown on the Plans and are not specifically included in the Specifications, the Plans shall govern.

**5.13.3** Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in the Specifications and Plans, Contractor shall apply to Owner for such further explanations as may be necessary and shall conform to them as part of the Agreement. In the event of any doubt or question arising

respecting the true meaning of the Specifications and Plans, reference shall be made to Owner, whose decision thereon shall be final and conclusive.

**5.13.4** In the event of any discrepancy between any Plans and the figures written thereon, the figures shall be taken as correct. Detailed drawings shall prevail over general drawings.

**5.13.5** Any reference made in the Specifications or on the Plans to any specification, standard, method, or publication of any scientific or technical society or other organization shall, in the absence of a specific designation to the contrary, be understood to refer to the Specification, standard, method, or publication in effect as of the date that the work is advertised for Bids.

## **5.14 SUBCONTRACTS**

**5.14.1** The attention of Contractor is directed to California Public Contract Code § 4100, et seq., regarding subcontracting and said provisions are by this reference incorporated herein and made a part hereof.

**5.14.2** Each subcontract shall contain a suitable provision for the suspension or termination thereof should the work be suspended or terminated or should the subcontractor neglect or fail to conform to every provision of the Construction Provisions insofar as such provisions are relevant. No subcontractor or supplier will be recognized as such, and all persons engaged in work will be considered as employees of Contractor, and Contractor will be held responsible for their work, which shall be subject to the provisions of the Construction Provisions. Contractor shall be fully responsible to Owner for the acts or omissions of its subcontractors and of the persons either directly or indirectly employed by them. Nothing contained in the Construction Provisions shall create any contractual relationship between any subcontractor and Owner. If a legal action, including arbitration or litigation, against Owner is initiated by a subcontractor or supplier, Contractor shall reimburse Owner for the amount of legal, engineering and all other expenses incurred by Owner in defending itself in said action.

**5.14.3** Owner reserves the right to approve all subcontractors. Such approval shall be a consideration to the awarding of the Contract and unless notification to the contrary is given to Contractor prior to the signing of this Agreement, the list of subcontractors that is submitted with its proposal will be deemed to be acceptable.

## **5.15 COOPERATION OF CONTRACTORS**

**5.15.1** Should construction be under way by other forces or by other contractors within or adjacent to the limits of the work specified or should work of any other nature be under way by other forces within or adjacent to said limits, Contractor shall cooperate with all such other contractors or other forces or agents of Owner to the end that any delay or hindrance to their work will be avoided. The right is reserved by Owner to perform other or additional work at or near the site (including material sources) at any time, by the use of other contractors, forces or agents. Other contractors or agents of

Owner will be involved in completing work in and around the Project and Contractor shall coordinate and work cooperatively with such other contractors or agents.

**5.15.2** When two or more contractors are employed on related or adjacent work, each shall conduct its operation in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor shall be responsible to the other for all damage to work, to persons or property caused to the other by its operations, and for loss caused the other due to its unnecessary delays or failure to finish the work within the time specified for completion.

## **5.16 SUPERINTENDENCE**

**5.16.1** Contractor shall designate in writing before starting work an individual as authorized representative who shall have the authority to represent and act for Contractor. This authorized representative shall be present at the site of the work at all times while work is actually in progress. When work is not in progress and during periods when work is suspended, arrangements acceptable to Owner shall be made for any emergency work that may be required.

**5.16.2** Contractor is solely responsible, at all times, for the superintendence of the work and for its safety and progress.

**5.16.3** Whenever Contractor or its authorized representative is not present on any particular part of the work where it may be desired to give direction, orders will be given by Owner, which shall be received and obeyed by the superintendent or foreman who may have charge of the particular work in reference to which the orders are given.

**5.16.4** Any order given by Owner, not otherwise required by the Construction Provisions to be in writing, will on request of Contractor, be given or confirmed by Owner in writing.

## **5.17 INSPECTION OF WORK**

**5.17.1** Unless otherwise provided, all equipment, materials, and work shall be subject to inspection and testing by Owner. Owner will observe the progress and quality of the work and determine, in general, if the work is proceeding in accordance with the intent of the Construction Provisions. Owner shall not be required to make comprehensive or continuous inspections to check the quality of the work, nor shall it be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work. Visits and observations made by Owner shall not relieve Contractor of its obligation to conduct comprehensive inspections of the work and to furnish proper materials, labor, equipment and tools, and perform acceptable work, and to provide adequate safety precautions, in conformance with the intent of the Agreement.

**5.17.2** Whenever Contractor varies the period during which work is carried on each day, it shall give due notice to Owner so that proper inspection may be provided. Any work not so inspected shall be subject to rejection. Proper facilities for safe access for

inspection to all parts of the work shall at all times be maintained for the necessary use of Owner, and agents of the Federal, State, or local governments at all reasonable hours for inspection by such agencies to ascertain compliance with laws and regulations.

**5.17.3** One or more inspectors may be assigned to observe the work and to act in matters of construction under this Agreement. Inspectors shall have the power to issue instructions and make decisions within the limits of Owner's authority. Such inspection shall not relieve Contractor of its obligation to conduct comprehensive inspections of the work, to furnish proper materials, labor, equipment and tools, and perform acceptable work, and to provide adequate safety precautions in conformance with the intent of the Agreement.

**5.17.4** Owner and its representatives shall at all times have access to the work wherever it is in preparation or progress; and Contractor shall provide safe and convenient facilities for such access and for inspection. If the Specifications, Owner's instructions, laws, ordinances, or any public authority require any material, equipment or work to be specifically tested or approved, Contractor shall give Owner timely notice of its readiness for inspection, and if the inspection is by an authority other than Owner, of the time fixed for inspection. Inspections by Owner will be made promptly and, where practicable, at the source of supply.

**5.17.5** Work performed without inspection may be required to be removed and replaced under proper inspection and the entire cost of removal and replacing, including the cost of Owner-furnished materials used in the work, shall be borne by Contractor, regardless of whether or not the work is found to be defective. Examination of questioned work, other than that installed without inspection, may be ordered by Owner and, if so ordered, the work must be uncovered by Contractor. If such work is found to be in accordance with the Construction Provisions, Owner will pay the cost of examination and replacement. If such work is not in accordance with the Construction Provisions, Contractor shall pay such cost unless it can show that the defect in the work was caused by another contractor, and in that event Owner will pay such costs.

**5.17.6** The inspection of the work shall not relieve Contractor of its obligation to complete the Project as herein prescribed, or in any way alter the standard of performance provided by Contractor; and defective work shall be made good and unusable materials may be rejected, notwithstanding that such work and materials have been previously overlooked by Owner and accepted or estimated for payment. If the work or any part thereof shall be found defective, Contractor shall, within ten (10) calendar days, make good such defect in a manner satisfactory to Owner. If Contractor shall fail or neglect to make ordered repairs of defective work or to remove the condemned materials from the work within ten (10) calendar days after direction by Owner in writing, Owner may make the ordered repairs, or remove the condemned materials, and deduct the cost thereof from any monies due to Contractor.

**5.17.7** Contractor shall furnish promptly without additional charge all facilities, labor and materials reasonably needed by Owner for performing all inspection and tests.

Contractor shall be charged with any additional cost of inspection when material and workmanship are not ready at the time specified by Contractor for its inspection.

**5.17.8** Where any part of the work is being done under an encroachment permit or building permit, or is subject to Federal, State, County or City codes, laws, ordinances, rules or regulations, representatives of the government agency shall have full access to the work and shall be allowed to make any inspection or tests in accordance with such permits, codes, laws, ordinances, rules, or regulations. If advance notice of the readiness of the work for inspection by the governing agency is required, Contractor shall furnish such notice to the appropriate agency.

**5.17.9** Owner may inspect the production of material, or the manufacture of products at the source of supply. Plant inspection, however, will not be undertaken until Owner is assured of the cooperation and assistance of both Contractor and the material producer. Owner or its authorized representative shall have free entry at all times to such parts of the plant as concerns the manufacture or production of the materials. Adequate facilities shall be furnished free of charge to make the necessary inspection. Owner assumes no obligation to inspect materials at the source of supply.

## **5.18 TESTS**

Contractor shall perform at its expense all tests specified or required by the Specifications. Owner will perform such tests as it deems necessary to determine the quality of work or compliance with Construction Provisions. Contractor shall furnish promptly without additional charge all facilities, labor, and material reasonably required for performing safe and convenient tests as may be required by Owner. All tests by Owner will be performed in such a manner as will not unnecessarily delay the work. Contractor shall not be required to reimburse Owner for tests performed by Owner. If samples of materials are submitted which fail to pass the specified tests, Contractor shall pay for all subsequent tests.

## **5.19 REMOVAL OF REJECTED AND UNAUTHORIZED WORK AND MATERIALS**

**5.19.1** All work or materials which have been rejected shall be remedied, or removed and replaced by Contractor in an acceptable manner and no compensation will be allowed it for such removal, replacement, or remedial work.

**5.19.2** Any work done beyond the lines and grades shown on the Plans or established by Owner or any extra work done without written authority will be considered as unauthorized work and will not be paid for. Upon order of Owner, unauthorized work shall be remedied, removed, or replaced at Contractor's expense.

**5.19.3** Upon failure of Contractor to comply with any order of Owner made under this Section, Owner may cause rejected or unauthorized work to be remedied, removed, or replaced, and may deduct the costs therefor from any monies due or to become due Contractor.

## **5.20 DEDUCTIONS FOR UNCORRECTED WORK**

If Owner deems it inexpedient to correct work damaged or not done in accordance with the Construction Provisions, an equitable deduction from the contract price shall be made therefor and such sum may be withheld by Owner from Contractor's payment.

## **5.21 EQUIPMENT AND PLANTS**

**5.21.1** Only equipment and plants suitable to produce the quality of work and materials required will be permitted to operate on the project.

**5.21.2** Plants will be designed and constructed in accordance with general practice for such equipment and shall be of sufficient capacity to insure the production of sufficient material to carry the work to completion within the time limit.

**5.21.3** Contractor shall provide adequate and suitable equipment and plants to meet the above requirements, and when ordered by Owner, shall remove unsuitable equipment from the work and discontinue the operation of unsatisfactory plants.

**5.21.4** Contractor shall identify each piece of its equipment, other than hand tools, by means of an identifying number plainly stenciled or stamped on the equipment at a conspicuous location, and shall furnish to Owner a list giving the description of each piece of equipment and its identifying number. In addition, the make, model number and empty gross weight of each unit of compacting equipment shall be plainly stamped or stenciled in a conspicuous place on the unit. The gross weight shall be either the manufacturer's rated weight or the scale weight.

**5.21.5** If this Agreement is terminated for any reason whatsoever before completion, Contractor shall promptly remove all of its equipment and supplies from Owner's property if notified to do so by Owner. If Contractor fails to do so, Owner shall have the right to remove such equipment and supplies at the expense of Contractor.

## **5.22 CHARACTER OF WORKER**

If any subcontractor, or person employed by Contractor or any subcontractor shall be incompetent or act in a disorderly or improper manner, it shall be removed from the project work immediately, and such person shall not again be employed on the work. Such discharge shall not be the basis for any claim for compensation or damages against Owner, or any of its officers, directors, employees or agents.

## **5.23 SEPARATE CONTRACTS**

**5.23.1** Owner reserves the right to let other contracts in connection with this work. 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 its work with the other contractor's work.

**5.23.2** If any part of Contractor's work depends for proper execution or results upon the work of any other contractor, Contractor shall inspect and promptly report to Owner any defects in such work that render it unsuitable for such proper execution and results. Contractor's failure to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of Contractor's work, except as to defects that may develop in the other contractor's work after the execution of Contractor's work. To insure proper execution of its subsequent work, Contractor shall at once report to Owner any discrepancy between the executed work and the drawings.

## **5.24 MATERIALS**

**5.24.1** Unless otherwise specifically stated in the Specifications, Contractor shall furnish all materials necessary for the execution and completion of the work. Unless otherwise specified, all materials shall be new and shall be manufactured, handled, and installed in a workmanlike manner to insure completion of the work in accordance with the Construction Provisions. Contractor shall, upon request of Owner, furnish satisfactory evidence as to the kind and quality of materials.

**5.24.2** Where materials are to be furnished by Owner, the type, size, quantity and location at which they are available will be stated in the Construction Provisions.

**5.24.3** Manufacturers' and suppliers' warranties, guarantees, operating manuals, instruction sheets and parts listed that are furnished with materials incorporated in the work, shall be delivered to Owner before final acceptance of the Project.

## **5.25 STORAGE OF MATERIALS; STORAGE AREAS**

**5.25.1** Articles or materials to be used in the work shall be stored in such manner as to insure the preservation of their quality and fitness for the work, and to facilitate inspection.

**5.25.2** Plant facilities shall be installed on Owner's property or easements as shown on the Plans. Owner shall be specifically exempted in any agreement from any liability incurred from use of private property for construction purposes. Contractor shall make arrangements and pay for off-site property used for storage, offices, work assembly areas, etc. Contractor is solely responsible for storage of materials. No equipment to be incorporated in the project may be stored in an area subject to flooding.

## **5.26 TRADE NAMES AND ALTERNATIVES**

For convenience in designation in the Specifications and Plans, articles or materials to be used in the work may be designated under a trade name or the name of a manufacturer and its catalog information. The use of an alternative article or material that is of equal quality and of the required characteristics for the purpose intended may be used, subject to the following requirements:

**5.26.1** The burden of proof as to the quality and suitability of alternatives shall rest with Contractor, who shall furnish all information required by Owner. Owner shall be the



sole judge as to the quality and suitability of alternative articles or materials and its decision shall be final.

**5.26.2** Whenever any material, process, or article is specified by grade, patent or proprietary name, or manufacturer's name, such designation, unless otherwise stated, is used for facilitating the description of the material, process or article and shall be deemed to be followed by the words "or equal." Contractor may offer any material, process or article which shall in every respect be substantially equal to or better than that specified. Contractor has the burden of proof as to equality of any material, process, or article.

Contractor shall submit any request for substitution, together with any substantiating data, within (35) thirty-five days after the award of this contract. These provisions authorizing submission of "or equal" justification data shall not in any way authorize an extension of time for performance of this contract. In the event Contractor furnished material, processes, or articles that are more expensive than those specified, the difference in cost so furnished shall be borne by Contractor. Requests for substitution of products, materials or processes other than those specified must be accompanied by evidence whether or not the proposed substitution: (1) is equal in quality and serviceability to the specified item; (2) will not entail changes in detail and construction of related work; (3) will be acceptable in consideration of the required design and artistic effect; (4) will not provide a cost disadvantage to Owner. Contractor shall promptly provide, upon request, any other information that may be required of it to assist Owner in determining whether the proposed substitution is acceptable. The final decision shall be that of Owner. Owner's approval shall be in writing, shall follow the procedure for change orders, and shall be required for the use of a proposed substitute material. Owner may condition its approval of the substitution upon delivery to Owner of an extended warranty or other assurances of adequate performance of the substitution.

## **5.27 CERTIFICATES OF COMPLIANCE**

**5.27.1** A Certificate of Compliance shall be furnished prior to the use of any materials for which the Specifications require that such a certificate be furnished. In addition, when so authorized in the Specifications, Owner may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The Certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the Agreement. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the Certificate.

**5.27.2** All materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve Contractor of responsibility for incorporating material in

the work which conforms to the requirements of the Construction Provisions and any such material not conforming to such requirements will be subject to rejection whether in place or not.

**5.27.3** Owner reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.

**5.27.4** The form of the Certificate of Compliance and its disposition shall be as directed by Owner.

## **5.28 ASSIGNMENT OF CONTRACT**

Contractor shall not assign the contract or sublet it as a whole or in part without the prior written consent of Owner, nor shall Contractor assign any monies due, or to become due to it hereafter, without the prior written consent of Owner.

## **5.29 USE OF COMPLETED PORTIONS, RIGHT TO OPERATE UNSATISFACTORY EQUIPMENT OR FACILITIES**

**5.29.1** Owner may, at any time, and from time to time, during the performance of the work, enter the work site for the purpose of installing any necessary work by Owner labor or other contracts, and for any other purpose in connection with the installation of facilities. In doing so, Owner shall endeavor not to interfere with Contractor and Contractor shall not interfere with other work being done by or on behalf of Owner.

**5.29.2** If, prior to completion and final acceptance of all the work, Owner takes possession of any structure or facility (whether completed or otherwise) comprising a portion of the work with the intent to retain possession thereof (as distinguished from temporary possession contemplating the return to Contractor), then, while Owner is in possession of the same, Contractor shall be relieved of liability for loss or damage to such structure other than that resulting from Contractor's fault or negligence. Such taking of possession by Owner shall not relieve Contractor from any provisions of this Agreement respecting such structure, other than to the extent specified in the preceding sentence, nor constitute a final acceptance of such structure or facility.

**5.29.3** If, following installation of any equipment or facilities furnished by the Contractor, defects requiring correction by Contractor are found, Owner shall have the right to operate such unsatisfactory equipment or facilities and make reasonable use thereof until the equipment or facilities can be shut down for correction of defects without injury to Owner.

## **5.30 LANDS FOR WORK, RIGHT-OF-WAY CONSTRUCTION ROADS, TEMPORARY UTILITY SERVICES**

**5.30.1** Owner will provide the lands, easements, rights-of-way, and/or encroachment permits necessary or other rights to enter and work on lands necessary for the performance of the work. Other permits and licenses are addressed by section 5.11. Should Contractor find it advantageous to use any additional land for any purpose

whatever, Contractor shall provide for the use of such land at its expense. Contractor shall provide Owner with a copy of written agreements or otherwise notify Owner in writing of additional working space which is acquired. Nothing herein contained and nothing marked on the Plans shall be interpreted as giving Contractor exclusive occupancy of the territory provided by Owner.

When two or more contracts are being executed at one time on the same or adjacent land in such a manner that work on one contract may interfere with that on another, Owner shall decide which contractor shall cease work, and which shall continue, or whether the work on both contracts shall progress at the same time and in what manner; and the decision of Owner shall be final and binding. When the territory of one contract is the necessary or convenient means of access for the performance of another contract, such privilege of access or any other reasonable privilege may be granted by Owner to Contractor so desiring, to the extent, amount, in the manner, and at the time permitted. No such decision as to the method or time of conducting the work or the use of territory shall be the basis of any claim for delay or damage.

**5.30.2** Lands, easements or rights-of-way to be furnished by Owner for construction operations will be specifically shown on the Plans.

**5.30.3** Contractor shall construct and maintain all roads necessary to reach the various parts of the work and for the transportation thereto of construction material and personnel. The cost of constructing and maintaining such roads shall be borne by Contractor.

**5.30.4** Contractor shall make its own arrangements for any utility services it may require during the life of this project. Where possible, Contractor may connect to Owner's existing water and electric power service. Contractor shall make its own arrangements for telephone service which it will require for its field office.

### **5.31 PROGRESS SCHEDULE**

**5.31.1** Within ten (10) days after the effective date of the Notice to Proceed, Contractor shall submit a schedule or schedules which shall show the dates at which Contractor will start and complete the work or the several parts of the work, as applicable. This schedule shall conform to the completion time specified in the Contract Agreement. Contractor shall review and, if necessary, revise the progress schedule at least once per month, and in any event shall submit a current schedule to Owner at its request at any time during the contract period.

**5.31.2** Owner shall be advised in advance by Contractor when construction work is scheduled and the days when no construction work will take place. If Contractor fails to notify Owner in advance of the day or days when no construction work will be done, Contractor will be charged the cost of inspection for that day or days and such charges may be deducted from any payment due Contractor.

**5.31.3** When, in the judgment of Owner, it is necessary to accelerate any part of the work ahead of schedule, Contractor shall, when directed, concentrate its efforts on such part of the work.

### **5.32 COMMENCEMENT AND PROGRESS OF THE WORK AND TIME OF COMPLETION/CONSTRUCTION SEQUENCE**

**5.32.1** Contractor shall commence the work covered by this Agreement within fifteen (15) days after date of issuance of Notice to Proceed from Owner to proceed with the work. Work will be considered to have commenced when Contractor begins ordering materials and equipment or starts site work. Contractor shall not commence work or incur any expenses in connection therewith, before it is notified to proceed with the work. Work on the total project shall be completed within \_\_\_\_\_ (\_\_\_\_) **calendar days** from the date of the Notice to Proceed. The time allowed for completion includes an allowance for working time lost due to normal inclement weather. A Pre-Construction conference will be scheduled by Owner prior to Contractor starting work.

**5.32.2** Contractor shall give Owner written notice not less than two (2) working days in advance of the actual date on which the work will be started. Contractor shall be entirely responsible for any delay in the work that may be caused by this failure to give such notice. Owner shall have the right to specify the locations where Contractor shall start and proceed with the work.

**5.32.3** Contractor shall diligently pursue the work and complete the work as specified within the time limits as set forth in the Construction Provisions.

### **5.33 SUSPENSION OF WORK**

**5.33.1** Owner may at any time, by notice in writing to Contractor, suspend any part of the work for such period of time as may be necessary to prevent improper execution of the work on the project by Contractor, its subcontractors or agents, and Contractor shall have no claim for damages or additional compensation on account of any such suspension.

**5.33.2** Owner may at any time suspend any part or all of the work upon ten (10) days written notice to Contractor, who shall thereupon discontinue all work suspended except for all operations to prevent loss or damage to work already executed as may be directed by Owner. In the event a part of the work is suspended, Contractor, if the suspension is not through its fault or the fault of its subcontractors or agents, shall be paid in accordance with section 5.3.9 for costs of work performed in accordance with such orders of Owner during such suspension, provided that this shall not include any cost pertaining to work not suspended by the notice to suspend work. Work shall be resumed by Contractor after such suspension on subsequent written notice to resume work from Owner. In the event of suspension of the entire work by Owner, Contractor, if the suspension is not through the fault of Contractor or the fault of its subcontractors or agents, shall be paid the sum of \$50 for each calendar day during which the entire

work shall have been suspended. Said sum is hereby mutually agreed upon as fixed and liquidated damages in full settlement of all costs and expenses, losses and damages resulting to Contractor from such suspension.

**5.33.3** In the event of any suspension of the work in whole or in part under subsection 5.33.2 above, if the suspension is not through the fault of Contractor or the fault of its subcontractors or agents, Contractor shall be entitled to an extension of time wherein to complete the work to the extent of the delay caused Contractor thereby. If no agreement can be reached as to the time for extension, Contractor shall submit a claim to Owner within fifteen (15) days of a notice from Owner that no agreement can be reached. The claim shall be processed in accordance with section 5.4.

**5.33.4** In the event the entire work shall be suspended by order of Owner, and shall remain so suspended for a period of sixty (60) consecutive days, through no fault of Contractor or its subcontractors or agents, and notice to resume the work shall not have been served on Contractor, Contractor may, at its option, by written notice to Owner, terminate the Agreement in the same manner and on the same terms as if the termination had been initiated by Owner pursuant to section 5.34.6, and Owner shall have no claim for damages because of such termination of the Agreement.

#### **5.34 TERMINATION FOR DEFAULT - DAMAGES FOR DELAY - TIMELY EXTENSION - TERMINATION FOR CONVENIENCE**

**5.34.1 Termination for Default.** Contractor shall at all times employ such force, plant, materials, supplies, equipment and tools as will be sufficient, in the opinion of Owner, to prosecute the work at not less than the rates fixed under the terms of the Agreement and to complete the work or any part thereof within the time limits fixed by the Agreement. If Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will ensure the completion within the time specified in the Agreement, or any extension thereof, or fails to complete said work within such time, Owner may, after giving ten (10) days written notice to Contractor, terminate its right to proceed with the work or such part of the work as to which there has been delay.

**5.34.2** Contractor's right to proceed shall not be so terminated nor Contractor charged with resulting damage if:

**5.34.2.1** The delay in the completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of Contractor, including but not restricted to Acts of God, acts of the public enemy, acts of Owner, acts of another contractor in the performance of a contract with Owner, fires, floods (excluding site flooding due to groundwater), epidemics, quarantine restrictions, strikes, lockouts, freight embargoes, unusually severe weather, or delays of subcontractors and suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either Contractor or such subcontractors and suppliers; and

**5.34.2.2** Contractor, within ten (10) days from the beginning of any such delay (unless Owner grants a further period of time before the date of final payment under the Agreement), notifies Owner in writing of the causes of delay and requests an extension of time. Owner shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in its judgment, the findings of fact justify such an extension. If Contractor disagrees with Owner's decision, it shall submit a claim to Owner within fifteen (15) days after Owner's decision, which claim shall be processed in accordance with section 5.4.

**5.34.3** A request for an extension of time, or the granting of an extension of time, shall not constitute a basis for any claim against Owner for additional compensation or damages unless caused by Owner or another contractor employed by Owner.

**5.34.4** If Contractor should be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor on account of its insolvency and not be discharged within ten (10) days after its appointment, or if Contractor should fail to make prompt payments to subcontractors or suppliers, or should it persistently disregard laws, ordinances, or the instructions of Owner, or should it improperly execute the work, or should it otherwise commit a substantial violation of any provisions of the Agreement, Owner may, after giving ten (10) days written notice to Contractor, terminate the Agreement and/or Contractor's right to proceed with the work.

**5.34.5** The rights and remedies of Owner provided in this section are in addition to any of the rights and remedies provided by law or under this Agreement.

**5.34.6 Termination for Convenience.** In addition to Owner's rights under this section, if at any time before completion of the work under the Agreement, Owner determines that it is advisable for it to terminate the work, for whatever reason, it may do so upon ten (10) days written notice to Contractor. Upon service of such notice of termination, Contractor shall discontinue the work in such manner, sequence, and at such times as Owner may direct. Contractor shall have no claim for damages for such discontinuance or termination, nor any claim for anticipated profits on the work thus dispensed with or uncompleted, nor any other claim except for the work actually performed up to the time of termination, including any extra work ordered by Owner to be done, nor for any claim for liquidated damages in accordance with the provisions of section 5.33.

a. Owner shall issue Contractor a written notice specifying that the Contract is to be terminated. Upon receipt of said notice and, except as otherwise directed in writing by Owner, Contractor shall:

- (1) Stop all work under the Contract except that specifically directed by Owner to be completed;
- (2) Perform any work Owner deems necessary to secure the project for termination;
- (3) Remove equipment from the site;

- (4) Take such action as is necessary to protect materials from damage;
  - (5) Notify all subcontractors and suppliers that the Contract is terminated and that no further work is to be performed unless authorized in writing by Owner.
  - (6) Provide Owner with a list of all material previously produced, purchased or ordered from suppliers but not yet used in the work, its storage location, and any other information requested by Owner. It shall be Contractor's responsibility to provide Owner with good title to all materials purchased by Owner hereunder;
- (7) Dispose of material not yet used in the work as directed by Owner;
  - (8) Subject to the prior written approval of Owner, settle all outstanding liabilities and all claims arising out of subcontracts or orders for material terminated hereunder;
- (9) Furnish Owner with all documentation required under the Contract;
- (10) Take such other actions as Owner may direct.

b. Termination of the Contract pursuant to this section shall not relieve the Contractor of responsibility for damage to materials except as follows:

- (1) Contractor's responsibility for damage to materials for which payment has been made and for materials furnished for use in the work and unused shall terminate when Owner certifies that such materials have been stored in the manner and at the locations it has directed;
- (2) Contractor's responsibility for damage to materials purchased by Owner subsequent to the issuance of the notice of termination shall terminate when title and delivery of such materials has been taken by Owner.
- (3) When Owner has determined that Contractor has completed all work under the Contract directed to be completed prior to termination and such other Work as may have been ordered to secure the project for termination, Owner may formally accept the Project, and immediately upon and after such Acceptance, Contractor shall not be required to perform any further work and shall be relieved of its contractual responsibilities.
- (c) The provisions of this Section shall be included in all subcontracts.

## **5.35 RIGHTS OF OWNER UPON TERMINATION**

**5.35.1** In the event the right of Contractor to proceed with the work, or any portion thereof, has been terminated because of the fault of Contractor and Contractor has been given ten (10) days notice to cure such fault and has not done so, Owner may take over the work and prosecute the same to completion by contract or any other method Owner deems expedient, and may take possession of and utilize in completing the work such materials, appliances, equipment and plant as may be on the site of the work and necessary therefor. Whether or not Contractor's right to proceed with the work is terminated, it and its sureties shall be liable for all damages, including but not limited to, costs of managerial and administrative services, engineering, legal and other

consultant fees, sustained or incurred by Owner in enforcing the provisions of section 5.34 and in completing or causing to complete the Project.

**5.35.2** Upon termination, Contractor shall not be entitled to receive any further payment until the work is finished. If upon completion of the work the total cost to Owner, including, but not limited to, engineering, legal and other consultant fees, costs of managerial and administrative services, construction costs and liquidated damages, shall be less than the amount which would have been paid if the work had been completed by Contractor in accordance with the terms of the Agreement, then the difference shall be paid to Contractor in the same manner as the final payment under the Agreement. If the total cost incurred by Owner on account of termination of Contractor and subsequent completion of the work by Owner by whatever method Owner may deem expedient shall exceed said amount which Contractor would otherwise have been paid, Contractor and its sureties shall be liable to Owner for the full amount of such excess expense.

**5.35.3** The rights and remedies of Owner provided in this section are in addition to any of the rights and remedies provided by law or under this Agreement.

#### **5.36 FAILURE TO COMPLETE THE WORK IN THE TIME AGREED UPON LIQUIDATED DAMAGES**

**5.36.1** It is agreed by the parties to the Agreement that time is of the essence; and that in case all the work is not completed before or upon the expiration of the time limit as set in the Contract Agreement, or within any time extensions that may have been granted, damage will be sustained by Owner; and that it may be impracticable to determine the actual amount of damage by reason of such delay; and it is, therefore, agreed that Contractor shall pay to Owner as damages the amount of **\$500 per day for each and every day's delay in finishing the work in excess of the number of days specified**. The parties expressly agree that this liquidated damage clause is reasonable under the circumstances existing at the time the Agreement was made. Owner shall have the right to deduct the amount of liquidated damages from any money due or to become due Contractor.

**5.36.2** In addition, Owner shall have the right to charge Contractor and to deduct from the final or progress payments for the work the actual cost to Owner of legal, engineering, inspection, superintendence and other expenses that are directly chargeable to the Project and that accrue during the period of such delay, except that the cost of final inspection and preparation of the final estimate shall not be included in the charges.

**5.36.3** Notwithstanding the provisions of section 5.36.1, Contractor shall not be liable for liquidated damages or delays caused by the removal or relocation of utilities when such removal or relocation is the responsibility of Owner or Owner of the utility under California Government Code § 4215.



### **5.37 CLEAN-UP**

**5.37.1** During the progress of the work, Contractor shall maintain the site and related structures and equipment in a clean, orderly condition and free from unsightly accumulation of rubbish. Upon completion of work and before the final estimate is submitted, Contractor shall at its own cost and expense remove from the vicinity of the work all plants, buildings, rubbish, unused work materials, concrete forms, and temporary bridging and other like materials, belonging to it or used under its direction during the construction; and in the event of its failure to do so, the same may be removed by Owner after ten (10) calendar days notice to Contractor, such removal to be at the expense of Contractor. Where the construction has crossed yards or driveways, they shall be restored by Contractor to the complete satisfaction of Owner, at Contractor's expense.

**5.37.2** Contractor shall dispose of all testing or disinfection water without damage to property, and all in accordance with applicable regulations. All chlorinated water shall be dechlorinated prior to discharge.

### **5.38 COMPLIANCE WITH LAWS; PERMITS; TAXES**

Contractor is an independent contractor and shall at its sole cost and expense do the following: comply with all laws, rules, ordinances and regulations of all federal, state and local agencies having jurisdiction over the work. Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the lawful prosecution of the work (exclusive of any building permits or permits for utility easements or licenses, which permits shall be obtained and fees paid by Owner); pay all federal, state and local taxes, including manufacturers' taxes, sales taxes, use taxes, processing taxes, and payroll, wage, insurance, social security, and unemployment taxes on wages, salaries or any remuneration paid to Contractor's employees, whether levied under existing or subsequently enacted laws, rules or regulations; and pay all property tax assessments on materials or equipment used until acceptance by Owner. If any discrepancy or inconsistency is discovered in the Plans or Specifications, or in this Agreement in relation to any such law, rule, ordinance, regulation, order or decree, Contractor shall forthwith report the same to Owner in writing. Contractor shall also protect, defend, hold harmless and indemnify Owner and all of Owner's officers, directors, agents, and employees against any claim or liability arising from or based upon the violation of any such law, rule, ordinance, regulation, order or decree, whether by Contractor itself or by its employees. Particular attention is called to the following:

**5.38.1** Without limitation, materials furnished and performance by Contractor hereunder shall comply with Safety Orders of the Division of Industrial Safety, State of California, Federal Safety regulations of the Bureau of Labor, Department of Labor; and any other applicable Federal regulations.

**5.38.2** Contractor, upon request, shall furnish evidence satisfactory to Owner that any or all of the foregoing obligations have been or are being fulfilled. Contractor warrants to Owner that it is licensed by all applicable federal, state and local governmental bodies to perform this Agreement and will remain so licensed throughout the progress of the work, and that it has, and will have, throughout the progress of the work, the necessary experience, skill and financial resources to enable it to perform this Agreement.

### **5.39 PREVAILING WAGE, AND TRAVEL AND SUBSISTENCE PAY**

**5.39.1** Contractor shall forfeit as penalty to Owner not more than the sum of fifty dollars (\$50) for each calendar day or portion thereof for each worker (whether employed by Contractor or subcontractor) paid less than the stipulated prevailing rates for any work done under the Agreement in violation of the provisions of the California Labor Code and in particular, §§ 1772 to 1780. The amount of this penalty shall be determined by the Labor Commissioner and shall be based on consideration of Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of Contractor in meeting its prevailing wage obligations, or a contractor's willful failure to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if Contractor had knowledge of its obligations under Labor Code §§ 1720, *et seq.* In addition to the aforementioned penalty, each worker shall be paid the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof or which said worker was paid less than the prevailing wage.

**5.39.2** Owner will not recognize any claims for additional compensation because of the payment of the wages set forth in the Construction Provisions. The possibility of wage increases is one of the elements to be considered by Contractor in determining its Bid, and will not under any circumstances be considered as the basis of a claim against Owner.

### **5.40 LABOR DISCRIMINATION**

Attention is directed to California Labor Code § 1735 which is applicable to the work under this Agreement and which reads as follows: "A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of § 12940 of the Government Code, as those bases are defined in §§ 12926 and 12926.1 of the Government Code, except as otherwise provided in § 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter."

### **5.41 EIGHT-HOUR DAY LIMITATION**

**5.41.1** In accordance with the provisions of the California Labor Code, and in particular, §§ 1810 to 1815, eight hours labor shall constitute a day's work, and no

worker, in the employ of Contractor, or any subcontractor, doing or contracting to do any part of the work contemplated by this Agreement, shall be required or permitted to work more than eight (8) hours in anyone calendar day and forty (40) hours in anyone calendar week in violation of those provisions; provided that subject to Labor Code § 1815, a worker may perform work in excess of either eight (8) hours per day or forty (40) hours during anyone week upon compensation for all hours worked in excess of eight (8) hours per day or forty (40) hours during anyone week at not less than one and one-half times the basic rate of pay. Except as just provided, Contractor shall forfeit as a penalty to Owner the sum of twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by it or by any subcontractor under it for each calendar day during which such worker is required or permitted to labor more than eight (8) hours in anyone calendar day and forty (40) hours in anyone calendar week in violation of §§ 1810 through 1815.

**5.41.2** Contractor shall comply in all respects with the provisions of Labor Code § 1776, whose provisions are incorporated herein by this reference. In accordance with § 1776, Contractor and each subcontractor shall keep an accurate record showing the names, addresses, social security numbers, work classifications, and 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 it in connection with the work specified therein, which record shall be open at all reasonable hours to the inspection of County, State and Federal officers and agents at the Contractor's principal office. Certified copies of the payroll records shall be furnished or made available for inspection to others as provided in § 1776. These payroll records shall be certified and shall be on forms provided by the State Division of Labor Standards Enforcement, or shall contain the same information as the forms provided by the Division. Contractor shall file a certified copy of the payroll records with the entity that requested the records within ten (10) days after receipt of a written request. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by Owner, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in a manner so as to prevent disclosure of an individual's name, address, and social security number. The name and address of Contractor shall not be marked or obliterated.

Contractor shall inform Owner of the location of the payroll records, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address. Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this section. In the event that Contractor fails to comply with the 10-day period, he or she shall, as a penalty to Owner, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

#### **5.42 EMPLOYMENT OF APPRENTICES**

Contractor's attention is directed to California Labor Code §§ 1777.5, 1777.6 and 1777.7 pertaining to employment of indentured apprentices, which are hereby incorporated by reference into this Agreement. As applicable, Contractor or any subcontractor employed by it in the performance of the Work shall take such actions as necessary to comply with the provisions of §§ 1777.5, 1777.6 and 1777.7.

#### **5.43 WATER POLLUTION**

Contractor shall exercise every reasonable precaution to protect streams, lakes, reservoirs, and canals from pollution with fuels, oils, bitumens, calcium chloride, and other harmful materials and shall conduct and schedule its operations so as to avoid or minimize muddying and silting of said streams, lakes, reservoirs, and canals. Care shall be exercised to preserve vegetation beyond the limits of construction. Contractor shall comply with California Fish and Game Code § 5650 and all other applicable statutes and regulations relating to the prevention and abatement of water pollution.

#### **5.44 PATENTS**

Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated into the work, and agrees to indemnify, defend, protect and save harmless Owner and all of its officers, directors, employees, and other representatives, from all suits at law, or actions of every nature for, or on account of, the use of any patented materials, equipment, devices, or processes.

#### **5.45 PUBLIC CONVENIENCE**

**5.45.1** This section defines Contractor's responsibility with regard to convenience of the public and public traffic in connection with its operations.

**5.45.2** Contractor shall conduct its operations as to offer the least possible obstruction and inconvenience to the public; and it shall have under construction no greater length or amount of work than it can prosecute properly with due regard to the rights of the public.

**5.45.3** Unless otherwise provided in the Construction Provisions, all public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible.

**5.45.4** Spillage resulting from hauling operations along or across any publicly traveled way shall be removed immediately by Contractor at its expense.

**5.45.5** Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.

**5.45.6** Convenient access to driveways, houses and buildings along the line of the work shall be maintained and temporary approaches to crossings or intersecting highways

shall be provided and kept in good condition. When the abutting property owner's access across the right-of-way line is to be eliminated, or to be replaced under the Agreement by other access facilities, the existing access shall not be closed until the replacement access facilities are usable.

**5.45.7** Water shall be supplied at Contractor's expense if ordered by Owner for the alleviation or prevention of dust nuisance as provided in the Construction Provisions.

**5.45.8** In order to expedite the passage of public traffic through or around the work, Contractor shall install signs, lights, flares, barricades, and other facilities for the sole convenience and direction of public traffic. Also, Contractor shall provide and station competent flaggers whose sole duties shall consist of directing the movement of public traffic through or around the work. The cost of furnishing and installing such signs, lights, flares, barricades, and other facilities, and the cost of providing and stationing such flaggers, all for the convenience and direction of public traffic, will be considered as included in the Agreement price and no additional compensation will be allowed.

**5.45.9** Flaggers and guards, while assigned to traffic control, shall perform their duties and shall be provided with the necessary equipment in accordance with the current "Instructions to Flaggers" of the California Department of Transportation. The equipment shall be furnished and kept clean and in good repair by Contractor at its expense.

## **5.46 UNDERGROUND UTILITIES**

Prior to conducting any excavation, Contractor shall contact the appropriate regional notification center as required by and shall otherwise comply with California Government Code § 4216, et seq. In accordance with Government Code § 4215, Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating existing main or trunkline utility facilities not indicated in the Project Plans and Specifications with reasonable accuracy, and for the equipment on the project necessarily idled during such work; provided that Contractor shall first notify Owner before commencing work on locating, repairing damage to, removing or relocating such utilities.

## **5.47 SAFETY AND TRENCHING**

**5.47.1** Contractor shall be solely and completely responsible for the conditions of the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable Federal, State, and local laws, ordinances, and codes, and to the rules and regulations established by the California Division of Industrial Safety, and to other rules of law applicable to the work. Pursuant to Labor Code § 6500 *et seq.*, Contractor must obtain a permit prior to the construction of trenches or excavations that are five feet or deeper and into which a person is required to descend.

**5.47.2** The services of Owner in conducting construction review of the Contractor's performance is not intended to include review of the adequacy of Contractor's work methods, equipment, bracing or scaffolding or safety measures, in, on, or near the construction site, and shall not be construed as supervision of the actual construction nor make Owner responsible for providing a safe place for the performance of work by Contractor, subcontractors, or suppliers; or for access, visits, use work, travel or occupancy by any person.

**5.47.3** Contractor shall carefully instruct all personnel working in potentially hazardous work areas as to potential dangers and shall provide such necessary safety equipment and instruction as is necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to electrical work, work involving excavation and in pump sump work.

**5.47.4** All work and materials shall be in strict accordance with all applicable State, Federal and local laws, rules, regulations, and codes.

**5.47.5** Nothing in this Agreement is to be construed to permit work not conforming to governing law. When Construction Provisions differ from governing law, Contractor shall furnish and install the higher standards called for without extra charge. All equipment furnished shall be grounded and provided with guards and protection as required by safety codes. When vapor-tight or explosion-proof electrical installation is required by law, this shall be provided.

**5.47.6 Shoring and Trench Safety Plan.** Attention is directed to California Civil Code § 832 relating to lateral and subjacent support, and Contractor shall comply with this law.

**5.47.7** In accordance with California Labor Code § 6705, if the total amount of the project is in excess of \$25,000, Contractor shall submit to Owner for acceptance, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches 5 feet or more in depth.

**5.47.7.1** The plan shall be prepared by a registered civil or structural engineer. As a part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with applicable requirements of the United States Department of Labor regulations (29 CFR Part 1926) and the Cal-OSHA Construction Safety Orders, whichever are more stringent, or that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of OSHA and the Safety Orders.

**5.47.7.2** Owner or its consultants may have made investigations of subsurface conditions in areas where the work is to be performed. If so, these investigations are identified in the Construction Provisions and the records of such investigations are available for inspection at the Owner's office. The detailed plan showing the design of shoring, etc., which Contractor is required to submit to Owner for acceptance of excavation will be not accepted by Owner if the plan is based on subsurface conditions

which are more favorable than those revealed by the investigations made by Owner or its consultants; nor will the plan be accepted if it is based on soils-related criteria which is less restrictive than the criteria set forth in the report on the aforesaid investigations of subsurface conditions.

**5.47.7.3** The detailed plan showing the design of shoring, etc., shall include surcharge loads for nearby embankments and structures, for spoil banks, and for construction equipment and other construction loadings. The plan shall indicate for all trench conditions the minimum horizontal distances from the side of the trench at its top to the near side of the surcharge loads.

**5.47.7.4** Nothing contained in this section shall be construed as relieving Contractor of the full responsibility for providing shoring, bracing, sloping, or other provisions which are adequate for worker protection. Review of the plan by Owner is only for general conformance to OSHA and the Safety Orders. Their failure to note exceptions to the submittal does not relieve Contractor of any responsibility or liability for the plan. Contractor remains solely and completely responsible for all trench safety and for the means, methods, procedures, and materials therefor.

**5.47.7.5** In accordance with California Public Contract Code § 7104, in the event that the work involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and before the following conditions are disturbed, notify Owner in writing, of any:

- (a) Material that Contractor believes may be material that is hazardous waste, as defined in § 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
- (b) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids; or,
- (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 Agreement. Owner shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the Agreement. In the event that a dispute arises between Owner and Contractor when the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights

provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

#### **5.48 PROTECTION OF PERSON AND PROPERTY**

**5.48.1** Contractor shall take whatever precautions are necessary to prevent damage to all existing improvements, including above ground and underground utilities, trees, shrubbery that is not specifically shown to be removed, fences, signs, mailboxes, survey markers and monuments, buildings, structures, Owner's property, adjacent property, and any other improvements or facilities within or adjacent to the work. If such improvements or property are injured or damaged by reason of Contractor's operations, they shall be replaced or restored, at Contractor's expense, to a condition at least as good as the condition they were in prior to the start of Contractor's operations.

**5.48.2** Contractor shall adopt all practical means to minimize interference to traffic and public inconvenience, discomfort or damage. Contractor shall protect against injury to any pipes, conduits or other structures crossing the trenching or encountered in the work and shall be responsible for any injury done to such pipes or structures, or damage to property resulting therefrom. Contractor shall support or replace any such structures without delay and without any additional compensation to the entire satisfaction of Owner. All obstructions to traffic shall be guarded by barriers illuminated at night. Contractor shall be responsible for all damage to persons and property directly or indirectly caused by its operations and, under all circumstances, it must comply with the laws and regulations of Owner and the State of California relative to safety of persons and property and the interruption of traffic and the convenience of the public within the respective jurisdictions.

**5.48.3** Contractor is cautioned that it must replace all improvements in rights-of-way and within the public streets to a condition equal to what existed prior to its entry onto the job.

**5.48.4** Type and time of construction required at any road subject to interference by Project work will be determined by those authorities responsible for maintenance of said road. It shall be the responsibility of Contractor to determine the nature and extent of all such requirements, including provision of temporary detours as required; however, any construction right-of-way obtained by Owner at affected roadways will be adequate for provision of all required detours. As required at any road crossing, Contractor shall provide all necessary flaggers, guardrails, barricades, signals, warning signs and lighting to provide for the safety of existing roads and detours. Immediately after the need for temporary detours ceases, or when directed, Contractor shall remove such detours and perform all necessary cleanup work, including replacement of fences, and removal of pavement. Included shall be all necessary replacement of existing roadway appurtenances, grading work, soil stabilization and dust control measures, as required and directed. The cost of all work specified under this section shall be borne by Contractor.



**5.48.5** Contractor shall examine all bridges, culverts, and other structures over which it will move its materials and equipment, and before using them, it shall properly strengthen such structures where necessary. Contractor shall be responsible for any and all injury or damage to such structures caused by reason of its operations.

#### **5.49 RESPONSIBILITY FOR REPAIR OF FACILITIES**

All public or private facilities, including but not limited to canals, structures, telephone cables, roadways, curbs, gutters, parking lots, private drives, levees and embankments for creeks, ponds and reservoirs disturbed during construction of the work shall be repaired and/or replaced by Contractor to match facilities existing prior to construction.

#### **5.50 OWNER'S REPAIR**

In the event Contractor refuses or neglects to make good any loss or damage for which it is responsible under this Agreement, Owner may itself, or by the employment of others, make good any such loss or damage, and the cost and expense of doing so, including any reasonable engineering, legal and other consultant fees, and any costs of administrative and managerial services, shall be charged to Contractor. Such costs and expenses may be deducted by Owner from claims for payment made by Contractor for work completed or remaining to be completed.

#### **5.51 CONTRACTOR'S LICENSE NOTICE**

**STATEMENT REQUIRED BY CALIFORNIA BUSINESS & PROFESSIONS CODE § 7030:**

**"CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826."**

#### **5.52 INSURANCE**

**5.52.1** Contractor shall procure and maintain for the duration of the Work the following insurance against claims for injuries to persons or damages to property which may

arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees or subcontractors.

**5.52.2 Minimum Scope of Insurance.** Coverage shall be at least as broad as:

- a. Commercial general liability coverage (Insurance Services Office occurrence form CO 0001), including liability coverage for premises and operations, explosion and collapse hazard, underground hazard, products/completed operations hazard, contractual liability, use of independent contractors, and broad form property damage with completed operations.
- b. Automobile liability coverage (Insurance Services Office form CA 0001, code I, any auto).
- c. Workers' compensation insurance as required by the State of California and employer's liability insurance.

**5.52.3 Minimum Limits of Insurance.** Contractor shall maintain limits no less than:

- a. General Liability: \$5,000,000 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 this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- c. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

The above insurance limits can be met through provision of umbrella or excess policy insurance coverage consistent with the provisions of this Section 5.52.

**5.52.4 Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by Owner. At the option of Owner, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Owner, its officers, officials, employees and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**5.52.5** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

**5.52.5.1** Owner and its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor, products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to Owner and its officers, officials, employees, agents or volunteers. The additional insured coverage or endorsement shall comply with California Insurance Code § 11580.04.

**5.52.5.2** For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects Owner and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by Owner, and its officers, officials, employees, agents or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

**5.52.5.3** Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to Owner and its officers, officials, employees, agents or volunteers.

**5.52.5.4** 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.

**5.52.5.5** Contractor agrees that insurance coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by U.S. mail has been given to Owner. Contractor shall provide to Owner its insurance certificate with a cancellation provision stating that Owner shall be notified of any change in the policy at least thirty (30) days before any such change is made.

**5.52.6** Course of construction policies shall contain, or be endorsed to contain, the following provisions: (a) Owner shall be named as loss payee; and (b) The insurer shall waive all rights of subrogation against Owner.

**5.52.7** Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII or equivalent, unless otherwise approved by Owner.

**5.52.8 Verification of Coverage.** Prior to commencing work, Contractor shall provide to Owner the following proof of insurance: (a) certificate(s) of insurance on ACORD Form 25-S (or insurer's equivalent) evidencing the required insurance coverages; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s) and certifying the additional insured coverages, or equivalent additional insured blanket endorsement. Owner reserves the right to require complete copies of all required insurance policies and/or endorsements affecting required insurance coverage at any time.

**5.52.9 Subcontractors.** Contractor shall include all actions and activities of its subcontractors as insureds under its policies, or shall require each subcontractor to provide insurance coverage consistent with the provisions herein, except that each subcontractor will be required to maintain minimum general liability coverage of \$1,000,000 per occurrence for bodily injury, personal injury and property damage, and to furnish separate endorsements or certificates to Owner. All coverages for subcontractors shall be subject to all of the other requirements stated in this section.

**5.52.10** Any products/completed operations insurance coverage shall be maintained after completion of the project for the full guarantee period.

**5.52.11** The requirements as to the types, limits, and Owner's approval of insurance coverage to be maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Agreement.

**5.52.12** In addition to any other remedy Owner may have, if Contractor or any of the subcontractors fails to maintain the insurance coverage as required in this section 5.52, Owner may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as required herein, and Owner may deduct the cost of such insurance from any amounts due or which may become due Contractor under this Agreement.

### **5.53 INDEMNITY AND LITIGATION COST**

**5.53.1** To the fullest extent allowed by law, Contractor shall protect, defend, indemnify and hold harmless Owner, its officers, directors, agents, employees, volunteers, and consultants from and against all penalties and fines imposed by law and all loss, claim, cause of action, demand, suit, judgment, cost, damage, expense, and liability (including but not limited to court or arbitration costs and reasonable attorneys' and expert witness fees) resulting from injury to or death of any persons, including without limitation employees of Owner and Contractor, or damage to or loss of property, caused by, arising out of or in any way connected with Contractor's or its subcontractors' or suppliers' performance, operations or activities under this Agreement, except to the extent the sole negligence, active negligence or willful misconduct of an indemnified party proximately causes the loss, claim, cost, suit, judgment, penalty, or liability. Upon the request of an indemnified party hereunder, Contractor shall defend any suit asserting a claim covered by this indemnity and shall pay any cost that may be incurred by an indemnified party in enforcing this indemnity. In all cases, the indemnified party shall have the right to approve counsel selected by Contractor in the defense of any legal action or with respect to any claim, which approval shall not be unreasonably withheld. In addition, the indemnified party shall have the right to participate in and be represented by counsel of its own choice and at its own expense in any legal action or with respect to any claim. These duties of Contractor to indemnify and save the Owner harmless include the duties to defend set forth in California Civil Code Section 2778.

**5.53.2** Owner may withhold from payment due Contractor hereunder such amounts as, in Owner's opinion, are sufficient to provide security against all loss, damage, expense, penalty, fine, cost, claim, demand, suit, cause of action, judgment, or liability covered by the foregoing indemnity provision.

**5.53.3** In any and all claims against Owner, its consultants, officers, directors, employees and agents by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable under Worker's Compensation statutes, disability benefit statutes or other employee benefit statutes.

**5.53.4** Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release Contractor from its obligations to indemnify, so long as the event upon which the claim is predicated shall have occurred prior to the effective date of any such termination or completion and arose out of or was in any way connected with performance or operations under this Agreement by Contractor, its employees, agents, suppliers or subcontractors, or the employee, agent or subcontractor of anyone of them.

**5.53.5** Submission of insurance certificates or submission of other proof of compliance with the insurance requirements in this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. The obligations of this indemnity section shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

**5.53.6** In accordance with California Public Contract Code § 920I(b), if Owner receives any written third-party claim relating to work performed under this Agreement, then Owner agrees to promptly notify Contractor about the third-party claim.

## **5.54 PROTECTION OF WORK**

**5.54.1** Contractor shall be responsible for the care of all work until its completion and final acceptance; and it shall, at its own expense, replace damaged or lost material and repair damaged parts of the work or the same may be done at its expense by Owner and Contractor and its sureties shall be liable therefor. Contractor shall make its own provisions for properly storing and protecting all material and equipment against theft, injury, or damage from any and all causes. Damaged material and equipment shall not be used in the work. Contractor shall take all risks from floods and casualties except as provided by law, and shall make no charge for the restoration of such portions of the work as may be destroyed or damaged by flood or other casualties or because of danger from flood or other casualties or for delays from such causes. Contractor may, however, be allowed a reasonable extension of time on account of such delays, subject to the conditions hereinbefore specified.

**5.54.2** Contractor shall effectively secure and protect adjacent property and structures, livestock, crops and other vegetation. If applicable, Contractor shall open fences on or crossing the right-of-way and install temporary gates of sound construction thereon so as to prevent the escape of livestock. Adjacent fence posts shall be adequately braced to prevent the sagging or slackening of the wire. Before such fences are opened, Contractor shall notify Owner or tenant of the property and, where practicable, the opening of the fence shall be in accordance with the wishes of said owner or tenant. Contractor shall be responsible that no loss or inconvenience shall accrue to Owner or tenant by virtue of its fences having been opened or the gate not having been either shut or attended at all times. If special types of fences are encountered, Contractor shall install temporary gates made of similar materials and of suitable quality to serve the purposes of the original fences. In all cases where Contractor removes fences to obtain work room, it shall provide and install temporary fencing as required, and on completion of construction shall restore the original fence to the satisfaction of Owner. All costs of providing, maintaining and restoring gates and fencing shall be borne by Contractor. Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions.

**5.54.3** Contractor shall use extreme care during construction to prevent damage from dust to crops and adjacent property. Contractor, at its own expense, shall provide adequate dust control for the right-of-way and take other preventative measures as directed by Owner.

**5.54.4** Contractor shall be responsible for all damage to any property resulting from trespass by Contractor or its employees in the course of their employment, or subcontractors or their employees in the course of their employment, or anyone directly or indirectly employed by any of them, whether such trespass was committed with or without the consent or knowledge of Contractor.

**5.54.5** Contractor shall see that the worksite is kept drained and free of all ground water and any other water which may impede the progress or execution of the Work.

**5.54.6** Contractor shall be responsible for any damage caused by drainage or water runoff from construction areas and from construction plant areas.

**5.54.7** In an emergency affecting the safety of life, or of the work, or of adjoining property, Contractor, without special instruction or authorization from Owner, is hereby permitted to act at its discretion to prevent such threatened loss or injury, and it shall so act without appeal if so instructed or authorized. Should Owner deem an emergency condition to exist, Contractor shall immediately do those things and take those steps ordered by Owner. The decision of Owner in this respect shall be final and conclusive. Any claims for compensation made by Contractor on account of emergency work shall be determined as specified under section 5.3.

**5.54.8** Except as provided by California Government Code § 4215, the Contractor shall be responsible for the removal, relocation and protection of all public and private utilities, including irrigation facilities in the nature of utilities, located on the site of the

construction project if and to the extent that the same are identified in the Construction Provisions; and Contractor shall not be entitled to any extension of time or claim for damages for extra compensation in connection therewith. If and to the extent that such utilities or facilities are not identified in the Construction Provisions, as between Contractor and Owner, Owner will be responsible for the cost of their removal, relocation or protection, as the case may be, but Contractor shall perform any such work in conformance with applicable provisions of section 5.3, if so directed by Owner and in such situation Contractor shall not be responsible for delay in completion of the project caused by the failure of Owner or Owner of the utility to provide for such removal or relocation. If Contractor, while performing the Work, discovers utility or irrigation facilities not identified by Owner in the Construction Provisions, it shall immediately notify Owner in writing.

**5.54.9** When the work to be performed under the Agreement crosses or otherwise interferes with existing streams, watercourses, canals, farm ditches, pipelines, drainage channels, or water supplies, Contractor shall provide for such watercourse or pipelines and shall perform such construction during the progress of the work so that no damage will result to either public or private interests; and Contractor shall be liable for all damage that may result from failure to so provide during the progress of the work.

## **5.55 ACCIDENTS**

**5.55.1** Contractor shall provide and maintain, in accordance with California Labor Code § 6708 and Cal-OSHA requirements, adequate emergency first-aid treatment for its employees and anyone else who may be injured in connection with the work.

**5.55.2** Contractor shall promptly report in writing to Owner all accidents of any nature arising out of, or in connection with, the performance of the work, on or adjacent to the site, which caused death, personal injury or property damage, giving full details and statements of witnesses. In addition, if death or serious injury or serious damage result, the accident shall be reported immediately by telephone or messenger to Owner.

**5.55.3** If any claim is made by anyone against Contractor or any subcontractor on account of any accident, Contractor shall promptly report the facts in writing to Owner, giving full details of the claim.

## **5.56 NO PERSONAL LIABILITY**

Neither Owner nor any of its officers, directors, agents, or employees shall be personally responsible for any liability arising under the Agreement, except such obligations as are specifically set forth herein.

## **5.57 MEASUREMENT OF QUANTITIES**

Where the Agreement provides for payment on a lump sum price basis, no measurement of quantity will be made. Where the Agreement provides for payment on a unit price basis, the quantities of work performed will be computed by Owner on the

basis of measurements taken by Owner, and these measurements shall be final and conclusive. All quantities of work computed under the Agreement shall be based upon measurements by Owner according to United States Measurements and Weights. Methods of measurement are specified herein and in the Specifications.

## **5.58 SCOPE OF PAYMENT**

**5.58.1** Contractor shall accept the compensation provided in the Contract Agreement as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed work and for performing all work contemplated and embraced under the Agreement; also for loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the acceptance by Owner and for all risks of every description connected with the prosecution of the work; also for all expenses incurred in consequence of the suspension or discontinuance of the work as provided in the Agreement; and for completing the work according to the Specifications and Plans. Neither the payment of any estimate nor of any retained percentage shall relieve Contractor of any obligation to make good any defective work or material.

**5.58.2** No compensation will be made in any case for loss of anticipated profits. Increased or decreased work involving supplemental agreements will be paid for as provided in such agreements.

## **5.59 PROGRESS ESTIMATE**

For each calendar month of Work, Contractor shall prepare a progress estimate of all work performed under the Agreement. Within the first ten (10) days of each succeeding calendar month, Contractor shall prepare in writing and certify to Owner, an estimate which in its opinion is a fair approximation of the value of all work done under the Agreement, including any amounts due Contractor for extra work and change orders. In arriving at the value of the work done, Owner will give consideration to the value of labor and materials which have been incorporated into the permanent work by Contractor during the preceding month. Consideration will not be given to preparatory work done or for materials or equipment on hand. In order to assist Owner, Contractor shall furnish Owner with copies of invoices for all such items delivered to the job site and incorporated into the work.

## **5.60 PROGRESS PAYMENTS**

**5.60.1** Owner shall pay Contractor as set forth in Exhibit "A" of the Contract Agreement hereto.

**5.60.2** In accordance with California Public Contract Code § 20104.50, a written payment request from Contractor shall be reviewed by Owner as soon as practicable in order to determine whether it is proper. If it is determined not to be a proper payment request suitable for payment, then Owner shall return it to Contractor with a written explanation of the deficiencies as soon as practicable, but not later than seven (7) days



after receipt of the payment request. If the payment request is determined to be properly submitted and is undisputed, Owner will certify the payment as provided above and Owner shall make the payment to Contractor within thirty (30) days after receipt of the payment request. If a properly submitted and undisputed payment request is not paid within this 30 day period, then Owner shall pay interest on the overdue amount to Contractor at the legal rate set forth at California Code of Civil Procedure § 685.010. This section shall not apply if Owner's funds are not available for payment of the payment request or if payment is delayed due to an audit inquiry by the financial officer of Owner.

### **5.60.3 RETENTION PROCEEDS; WITHHOLDING; DISBURSEMENT**

In accordance with Section 7107 of the Public Contract Code with respects to all contracts entered into on or after January 1, 1993 relating to the construction of any public work of improvement the following shall apply:

1. The retention proceeds withheld from any payment by the OWNER from the original CONTRACTOR, or by the original CONTRACTOR from any subcontractor, shall be subject to this paragraph 17.18.

2. Within 60 days after the date of completion of the WORK, the retention withheld by the OWNER shall be released. In the event of a dispute between the OWNER and the original CONTRACTOR, the OWNER may withhold from the final payment an amount not to exceed 150 percent of the disputed amount. For the purposes of this paragraph, "completion" means any of the following:

- a. The occupation, beneficial use, and enjoyment of a work of improvement, excluding any operation only for testing, startup, or commissioning, by the OWNER, accompanied by cessation of labor on the work of improvement.
- b. The acceptance by the OWNER of the work of improvement.
- c. After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 100 days or more, due to factors beyond the control of the CONTRACTOR.
- d. After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 30 days or more, if the OWNER files for record a notice of cessation or a notice of completion.

3. Subject to subparagraph 17.18 A.4, within 10 days from the time that all or any portion of the retention proceeds are received by the original CONTRACTOR, the original CONTRACTOR shall pay each of its subcontractors from whom retention has been withheld, each subcontractor's share of the retention received. However, if a retention payment received by the original CONTRACTOR is specifically designated for a particular subcontractor, payment of the retention shall be made to the designated subcontractor, if the payment is consistent with the terms of the subcontract.

4. The original CONTRACTOR may withhold from a subcontractor its portion of the retention proceeds if a bona fide dispute exists between the subcontractor and the original CONTRACTOR. The amount withheld from the retention payment shall not exceed 150 percent of the estimated value of the disputed amount.

5. In the event that retention payments are not made within the time periods required by this paragraph 17.18, the OWNER or original CONTRACTOR shall be subject to a charge of 2 percent per month on the improperly withheld amount, in lieu of any interest otherwise due. Additionally, in any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to attorney's fees and costs.

6. Any attempted waiver of the provisions of this section shall be void as against the public policy of this state.

Unless otherwise prescribed by law, the OWNER may retain a portion of the amount otherwise due to the CONTRACTOR, as follows:

Retention of 5 percent of each approved progress payment until the work is 50 percent complete; then the OWNER may, at its option, refund that portion of retainage held by the OWNER that is in excess of 2 percent of the total of the WORK done to date and thereafter continue to retain 2 percent of the value of all approved progress payment requests subsequently submitted.

The OWNER may reinstate retention of the total of the WORK done if the OWNER determines, at its discretion, that the CONTRACTOR is not performing the WORK satisfactorily or there is other specific cause for such withholding.

**5.60.4** When, in the judgment of Owner, the work is not proceeding in accordance with the provisions of the Agreement, or when in its judgment the total amount of the work done since the last estimate amounts to less than \$1,000, no pay estimate will be prepared and no progress payment will be made.

**5.60.5** No progress estimate or payment shall be considered to be an approval or acceptance of any work, materials or equipment. Estimated amounts and values of work done and materials and equipment incorporated into the work will be conformed to actual amounts and values as they become available in subsequent progress estimates, progress payments and the final estimate and payment. All estimates and payments will be subject to correction in subsequent progress estimates and payments and the final estimate and payment.

**5.60.6** It is mutually agreed between the parties to the Agreement that no payments made under the Agreement, including progress payments and the final payment, shall be evidence of the performance of the Agreement, either wholly or in part, and no payment shall be construed to be an acceptance of any defective or incomplete work or improper materials.

**5.60.7** Owner reserves the right to make payments jointly to the order of Contractor and to any of its subcontractors or suppliers that might have a right to file a stop notice with Owner. Owner shall have no obligation to Contractor to ensure the payment of money to a subcontractor or supplier, except as may otherwise be required by law.

#### **5.61 FINAL ACCEPTANCE AND DATE OF COMPLETION**

Whenever Contractor shall deem all work under this Agreement to have been completed in accordance therewith, it shall so notify Owner in writing. Owner shall promptly ascertain whether the work has been satisfactorily completed and, if not, shall advise Contractor in detail and in writing of any additional work required. When all the provisions of the Agreement have been fully complied with to the satisfaction of Owner, it shall proceed with all reasonable diligence to determine accurately the total value of all work performed by Contractor at the prices set forth in the Agreement or fixed by Change Orders, and the total value of all extra work, all in accordance with the Agreement. Owner will then certify to said final estimate and to the completion of the work, and will file copies thereof with Owner and Contractor. The date of completion shall be the date upon which Owner makes its formal written acceptance of the work.

#### **5.62 FINAL PAYMENT**

Within ten (10) days after the date of completion, Owner shall file in the County Recorder's office, a Notice of Completion of the work herein agreed to be done by Contractor. On the expiration of sixty (60) days after the recordation of such Notice of Completion, the difference between said final estimate and all payments theretofore made to Contractor shall be due and payable to Contractor, subject to any requirements concerning the furnishing of a maintenance bond, and excepting only such sum or sums as may be withheld or deducted in accordance with the provisions of this Agreement or as required by law. All prior certifications upon which partial payments may have been made, being merely estimates, shall be subject to correction in the final certificate. In accordance with California Public Contract Code § 7107(c), in the event of a dispute between Owner and Contractor, Owner may withhold from the final payment an amount not to exceed 150% of the disputed amount.

#### **5.63 FINAL RELEASE**

Final payment to Contractor in accordance with the final estimate is contingent upon Contractor furnishing Owner with a signed written release of all claims against Owner arising by virtue of the Agreement. Disputed claims in stated amounts may be specifically excluded by Contractor from the operation of the release. The release shall be in substantially one of the following forms:

##### **UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT**

The undersigned has been paid in full for all labor, services, equipment or material furnished to Owner on the job of Owner located at \_\_\_\_\_, California, and does hereby waive and release any right to a mechanic's lien, stop

notice, or any right against a labor and material bond on the job, except for disputed claims for extra work in the amount of \$ \_\_\_\_\_.

### CONTRACTOR

Dated: \_\_\_\_\_ [Contractor name]  
 \_\_\_\_\_ [Authorized signature]  
 \_\_\_\_\_ [Name]  
 \_\_\_\_\_ [Title]

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN *IT*, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

### CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

Upon receipt by the undersigned of a check from Owner in the sum of \$ \_\_\_\_\_ payable to Contractor and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of Owner located at \_\_\_\_\_, California. This release covers the final payment to the undersigned of all labor, services, equipment or material furnished on the job, except for disputed claims for extra work in the amount of \$ \_\_\_\_\_. Before any recipient of this document relies on it, the party should verify evidence of payment to the undersigned.

Dated: \_\_\_\_\_ [Contractor name]  
 \_\_\_\_\_ [Authorized signature]  
 \_\_\_\_\_ [Name]  
 \_\_\_\_\_ [Title]

### 5.64 RIGHT TO WITHHOLD PAYMENTS

In addition to all other rights and remedies of Owner hereunder and by virtue of law, Owner may withhold or nullify the whole or any part of any progress payment or up to 150% of the disputed amount from the final payment (see California Public Contract

Code § 7107(c)) to such extent as may reasonably be necessary to protect Owner from loss on account of:

**5.64.1** Defective work not remedied, irrespective of when any such work be found to be defective;

**5.64.2** Claims or liens filed or reasonable evidence indicating probable filing of claims or liens including, but not limited to, claims under California Labor Code §§ 1775, 1776, or 1777.7;

**5.64.3** Failure of Contractor to make payments properly for labor, materials, equipment, or other facilities, or to subcontractors and/or suppliers;

**5.64.4** A reasonable doubt that the work can be completed for the balance then unearned;

**5.64.5** A reasonable doubt that Contractor will complete the work within the agreed time limits;

**5.64.6** Costs to Owner resulting from failure of Contractor to complete the work within the proper time; or

**5.64.7 DAMAGE TO WORK OR PROPERTY.**

Whenever Owner shall, in accordance herewith, withhold any monies otherwise due Contractor, written notice of the amount withheld and the reasons therefor will be given Contractor. After Contractor has corrected the enumerated deficiencies, Owner will promptly pay to Contractor the amount so withheld. When monies are withheld to protect Owner against claims or liens of mechanics, suppliers, materialmen, subcontractors, etc., Owner may at its discretion permit Contractor to deliver a surety bond in terms and amount satisfactory to Owner, indemnifying Owner against any loss or expense, and upon acceptance thereof by Owner, Owner shall release to Contractor monies so withheld.

**5.65 WAIVER OF INTEREST**

Owner shall have no obligation to pay and Contractor hereby waives the right to recover interest with regard to monies that Owner is required to withhold by reason of judgment, order, statute or judicial process, or may withhold pursuant to the provisions of this Agreement.

**5.66 SATISFACTION OF CLAIMS AND LIENS**

Neither the final payment nor any part of the retained percentage shall become due until Contractor, if required, shall deliver to Owner, a complete release of all liens and claims arising out of this Agreement, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as it has knowledge or information the releases and receipts include all the labor and material for which a lien or claim could be filed; but Contractor may, if any subcontractor refuses to furnish a release or receipt

in full, furnish a bond satisfactory to Owner, to indemnify Owner against any lien or claim. If any lien or claim remains unsatisfied after all payments are made, Contractor shall refund to Owner all monies that the latter may be compelled to pay in discharging such a lien, or claim, including all costs and reasonable attorney's fees.

#### **5.67 ASSIGNMENT OF RIGHTS, TITLE AND INTEREST**

In accordance with California Public Contract Code § 7103.5, Contractor hereby offers and agrees to assign to Owner all rights, title, and interest in and to all causes of action it may have under § 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of part 2 of division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Construction Provisions. This assignment shall be made and become effective at the time Owner tenders final payment to Contractor, without further acknowledgment by the parties.

#### **5.68 AVAILABILITY AND AUDIT OF INFORMATION**

**5.68.1** Owner's duly authorized representatives shall have, during the term of the Agreement and for two years thereafter, the right to inspect, copy and audit all of Contractor's and its subcontractors' accounts and records of all description, including but not limited to source documents and computer files, and to interview personnel, pertaining to the Agreement to verify or review the quantity, quality, work program and progress of the work, reimbursable costs, amounts claimed by Contractor, estimates of cost for fixed rates including those applicable to proposed changes, and for any other reasonable purposes.

**5.68.2** Contractor's and its subcontractors' accounts shall be kept in accordance with generally accepted accounting principles in the particular industry and shall be kept in such a manner and in sufficient detail to clearly disclose the nature and amounts of the different items of service and cost pertaining to the Agreement and the basis for charges or allocations to the Agreement. Contractor and its subcontractors shall preserve all such accounts and records for a period of two years after the term of the Agreement.

**5.68.3** Contractor shall include the necessary provisions in its subcontracts to ensure that its subcontractors comply with this provision.

**5.68.4** The parties acknowledge that this Agreement, and performance and payments under this Agreement, are subject to examination and audit by the State Auditor General for three years following final payment under this Agreement pursuant to California Government Code § 8546.7.

#### **5.69 HAZARDOUS MATERIALS**

The California Health and Safety Code requires businesses to provide warnings prior to exposing individuals to materials listed by the Governor as chemicals "known to cause cancer or reproductive toxicity." Owner may use chemicals on the Governor's

list at many of its facilities. In addition, many of these chemicals are present at non-Owner-owned facilities and locations. Accordingly, in performing the work or services contemplated under this Agreement, Contractor, its employees, agents, and subcontractors may be exposed to chemicals on the Governor's list. Contractor is responsible for notifying its employees, agents, and Subcontractors that work performed hereunder may result in exposures to chemicals on the Governor's list.

The Project may involve the removal of asbestos and lead paint. Contractor is responsible for reviewing the plans and specifications and the site conditions to properly assess the Project. To the extent the Project involves or requires the removal of asbestos and lead paint or other hazardous materials, Contractor shall be responsible for the removal and disposal of such material. Contractor shall comply with all local, state and federal laws involving the removal and disposal of such material and if not licensed to complete such work, shall contract with properly licensed subcontractors for the completion of the work.

#### **5.70 INTEGRATION**

The Construction Provisions constitute the sole, final, complete, exclusive and integrated expression and statement of the terms of this Agreement among the parties concerning the subject matter addressed herein, and supersedes all prior negotiations, representations or agreements, either oral or written, that may be related to the subject matter of this Agreement, except those other documents that are expressly referenced in the Construction Provisions.

#### **5.71 WAIVER**

The waiver at any time by any party of its rights with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or matter.

#### **5.72 REMEDIES NOT EXCLUSIVE**

The remedies provided in this Agreement are cumulative and not exclusive, and are in addition to any other remedies that may be provided by law or equity. The exercise by either party of any remedy under this Agreement shall be without prejudice to the enforcement of any other remedy.

#### **5.73 SEVERABILITY**

The invalidity, illegality or unenforceability of any provision of the Construction Provisions shall not render the other provisions unenforceable, invalid or illegal.

#### **5.74 GOVERNING LAW AND VENUE**

Except as otherwise required by law, this Agreement shall be interpreted, governed by, and construed under the laws of the State of California. El Dorado County

shall be the venue for any litigation concerning the enforcement or construction of this Agreement.

**5.75 NOTICES**

Any notice, demand, invoice or other communication required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. Mail and addressed as set forth below. Any party may change its address by notifying the other party in writing of the change of address.

OWNER:

CONTRACTOR:

---

---

---

---

---

---

---

---



## SECTION 01010 - SUMMARY OF WORK

### PART 1 -- GENERAL

#### 1.1 THE REQUIREMENT

- A. The WORK to be performed under this Contract shall consist of furnishing plant, tools, equipment, materials, supplies, and manufactured articles, and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all work or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The WORK shall be complete, and all work, materials, and services not expressly indicated or called for in the Contract Documents which may be necessary for the complete and proper construction of the WORK in good faith shall be provided by the CONTRACTOR as though originally so indicated, at no increase in cost to the OWNER.

#### 1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. The WORK of this Contract comprises the repair of an existing geotextile liner associated with a drinking water storage reservoir. A portion of said existing liner was damaged by wildfire in late 2021. The WORK includes attaching a section of new liner (overlay) to the existing liner, anchoring the new liner, repair of liner holes and burns found outside the new liner overlay section, finish grading and replacing gravel at edge of liner, and other work as required.
- B. The reservoir will remain in service during the repairs. CONTRACTOR shall provide systems and controls to ensure no contamination of the water supply due to CONTRACTOR's activities, and minimize any dirt, debris, or other foreign materials from entering the reservoir.
- C. As part of the WORK, provide temporary security to prevent access by public and animals into the work area or reservoir.
- D. The WORK is located at the OWNER's water treatment facility, 4765 Sciaroni Road, Grizzly Flats, CA 95636.

#### 1.3 CONTRACT METHOD

- A. The WORK hereunder will be constructed under a single unit-price contract.

#### 1.4 WORK BY OTHERS

- A. Where 2 or more contracts are being performed at one time on the same Site or adjacent land in such manner that work under one contract may interfere with work under another, the OWNER will determine the sequence and order of the Work in either or both contracts. When the Site of one contract is the necessary or convenient means of access for performance of work under another, the OWNER may grant privilege of access or other reasonable privilege to the contractor so desiring, to the extent, amount, and in manner and at time that the OWNER may determine. No OWNER determination of method or time or sequence or order of the work or access privilege shall be the basis for a claim for

delay or damage except under provisions of the General Conditions for temporary suspensions of the work. The CONTRACTOR shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to allow continued safe access to their respective portions of the Site, as required to perform work under their respective contracts.

- B. **Interference With Work On Utilities:** The CONTRACTOR shall cooperate fully with all utility forces of the OWNER or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities which interfere with the progress of the WORK, and shall schedule the WORK so as to minimize interference with said relocation, altering, or other rearranging of facilities.

## 1.5 WORK SEQUENCE

- A. The CONTRACTOR's attention is directed to the fact that during the WORK, the reservoir must remain in service to provide water to the community. The water in the reservoir can be lowered modestly, and the extent of lowering depends upon the time of year. However, maintaining the reservoir at the highest level possible is desired. As such, the CONTRACTOR shall coordinate the WORK to minimize the time water levels are lowered. In the event water levels are lowered, CONTRACTOR shall proceed diligently and consistently to finish activities necessary to refill reservoir.

## 1.6 CONTRACTOR USE OF SITE

- A. The CONTRACTOR's use of the Site shall be limited to its construction operations, including on-Site storage of materials and equipment.
- B. Equipment, oil, gasoline, and other hazardous materials shall be stored away from the reservoir, and in such a manner, to ensure no contamination of water in the reservoir.

## 1.7 OUTAGE PLAN AND REQUESTS

- A. Unless the Contract Documents indicate otherwise, the CONTRACTOR shall not remove from service, de-energize, or modify settings for any existing operating tank pipeline, valve, channel, equipment, structure, road, or any other facility without permission from the ENGINEER.
  - 1. Lowering Reservoir Water – If CONTRACTOR desires to lower reservoir water levels, provide outage plan and request in writing at least for OWNER review. For scheduling, CONTRACTOR shall assume the OWNER can lower water levels at a rate of approximately 1'-0" every 5 days.
- B. Where the WORK requires modifications to existing facilities or construction of new facilities and connection of new facilities to existing facilities, the CONTRACTOR shall submit a detailed outage plan and schedule for the ENGINEER'S approval a minimum of 2 weeks in advance of the time that such outage is planned.
- C. Not Used
- D. The ENGINEER shall be notified in writing at least one week in advance of the required outage if the schedule for performing the work has changed or if revisions to the outage plan are required.

- E. The CONTRACTOR shall provide written confirmation of the shutdown date and time no less than two working days prior to the actual shutdown.

#### 1.8 OWNER USE OF THE SITE

- A. The OWNER may utilize all or part of the existing Site and facilities during the entire period of construction to conduct OWNER's normal operations. The CONTRACTOR shall cooperate and coordinate with the ENGINEER to facilitate the OWNER's operations and to minimize interference with the CONTRACTOR's operations at the same time. In any event, the OWNER shall be allowed access to the Site during the period of construction.

#### 1.9 Not Used

#### 1.10 PROJECT MEETINGS

##### A. **Preconstruction Conference:**

1. Prior to the commencement of WORK at the Site, a preconstruction conference will be held at a mutually agreed time and place. The conference shall be attended by the CONTRACTOR'S Project Manager, its superintendent, and its Subcontractors as the CONTRACTOR deems appropriate. Other attendees will be:
  - a. ENGINEER and the Resident Project Representative.
  - b. Representatives of OWNER.
  - c. Others as requested by CONTRACTOR, OWNER, or ENGINEER.
2. The CONTRACTOR shall bring the preconstruction conference submittals in accordance with Section 01300 - Contractor Submittals.
3. The purpose of the conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The complete agenda will be furnished to the CONTRACTOR prior to the meeting date. However, the CONTRACTOR should be prepared to discuss all of the items listed below.
  - a. Status of CONTRACTOR's insurance and bonds.
  - b. CONTRACTOR's tentative schedules.
  - c. Transmittal, review, and distribution of CONTRACTOR's submittals.
  - d. Processing applications for payment.
  - e. Maintaining record documents.
  - f. Critical work sequencing.
  - g. Field decisions and Change Orders.
  - h. Use of Site, office and storage areas, security, housekeeping, and OWNER's needs.

- i. Major equipment deliveries and priorities.
  - j. CONTRACTOR's assignments for safety and first aid.
  - k. Daily Reports.
  - l. Submittal Transmittals.
- 4. The ENGINEER will preside at the preconstruction conference and will arrange for keeping and distributing the minutes to all persons in attendance.
  - 5. Not Used.

**B. Progress Meetings:**

- 1. TBD as needed and requested by either party.
- 2. Not Used.

**PART 2 -- PRODUCTS** (Not Used)

**PART 3 -- EXECUTION** (Not Used)

- END OF SECTION -

## SECTION 01025 - MEASUREMENT AND PAYMENT

### PART 1 -- GENERAL

#### 1.1 SCOPE

- A. Payment for the various items of the Bid Schedule, as further specified herein, shall include all compensation to be received by the CONTRACTOR for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the WORK all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of permits and cost of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the [California Division of Industrial Safety and the] Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for the various appurtenant items of work.

#### 1.2 Not Used

#### 1.3 MOBILIZATION (Bid Item 1)

Measurement and payment for Mobilization shall be based on a lump sum (l.s.) price, to include, but is not limited to, mobilization of equipment, prepare work areas (including fence removal and replacement), submittals, bonds, insurance, permits, clean up, temporary facilities, water quality protection, security, etc.

#### 1.3 EXISTING LINER PREPARATION (Bid Item 2)

Measurement and payment for Existing Liner Preparation shall be based on a lump sum price (l.s.), and include all labor, materials, and equipment to prepare the liner for repairs as described in the Contract Documents, including but not limited to, marking all liner damage (holes, pinholes, burn marks, blemishes, etc.) within the work area or as identified by Owner, preparing existing liner to receive new overlay by cleaning, removing wrinkles/waves (cut/weld) to create a flat surface on which to firmly attach the overlay, and other preparation work as needed to ensure the liner strength and integrity are equal to or stronger than prior to damage.

#### 1.5 LINER REPAIR OVERLAY (Bid Item 3)

Measurement and payment for Liner Repair Overlay shall be based on a lineal foot (l.f.) price, and include all materials, labor and equipment to repair existing liner with a liner overlay including, but not limited to, liner overlay materials, welding materials, securing/welding overlay to existing liner (all edge points-of-contact), install in anchor trench, testing, etc.

1.6 LINER ANCHOR TRENCH (Bid Item 4)

Measurement and payment for Liner Anchor Trench shall be based on a per lineal foot (l.f.) price, and include all materials, labor and equipment to excavate and backfill trench, including, but not limited to, trench excavation, providing and installing select fill, preparing grade beneath liner overlay, protecting installed liner in trench during backfill, compaction of native and/or select fill, etc.

1.7 EXISTING LINER PATCHING (Bid Item 5)

Measurement and payment of Existing Liner Patching shall be based on a lump sum (l.s.) price, and include all materials, labor, and equipment necessary to patch individual holes, pinholes, and miscellaneous burn scares on the existing liner, located outside of the liner overlay, as identified during the liner preparation work.

1.8 FINISH GRADING (Bid Item 6)

Measurement and payment for finish grading shall be based on a lump sum (l.s.) price, and include all labor, materials, and equipment necessary to finish grade in disturbed work areas, replace 3" gravel protective layer along the edge of the liner/dirt transition to fence, etc..

**PART 2 -- PRODUCTS** (Not Used)

**PART 3 -- EXECUTION** (Not Used)

- END OF SECTION -

## SECTION 01300 - CONTRACTOR SUBMITTALS

### PART 1 -- GENERAL

#### 1.1 GENERAL

- A. Wherever submittals are required in the Contract Documents, submit them to the ENGINEER.
- B. Within 14 days after the date of commencement as stated in the Notice to Proceed, the CONTRACTOR shall submit the following items to the ENGINEER for review:
  - 1. A preliminary schedule of Shop Drawings, Samples, and equipment submittals.
  - 2. Full submittals that require an immediate review to meet project completion timelines.
  - 3. A list of all agency permits and licenses the CONTRACTOR required to perform WORK, and dates the permit(s) will be obtained.

#### 1.2 PRECONSTRUCTION CONFERENCE SUBMITTALS

- A. At the preconstruction conference referred to in Section 01010 - Summary of Work, the CONTRACTOR shall submit the following items to the ENGINEER for review:
  - 1. A preliminary schedule of Shop Drawings, Samples, and submittals.
  - 2. A list of all permits and licenses the CONTRACTOR shall obtain indicating the agency required to grant the permit, the expected date of submittal for the permit, and required date for receipt of the permit.
  - 3. A preliminary schedule of values in accordance with Section 01301 - Schedule of Values.
  - 4. A 60-day plan of operation in accordance with Section 01311 – CMP Construction Schedule.
  - 5. A project overview bar chart in accordance with Section 01311.
  - 6. Not Used

#### 1.3 SHOP DRAWINGS

- A. Wherever called for in the Contract Documents, or where required by the ENGINEER, the CONTRACTOR shall furnish to the ENGINEER for review, one (1) PDF electronic copy of each Shop Drawing submittal. The term "Shop Drawings" as used herein shall be understood to include detail design calculations, shop-prepared drawings, fabrication, and installation drawings, erection drawings, lists, graphs, catalog sheets, data sheets, and similar items. Whenever the CONTRACTOR is required to submit design calculations as part of a submittal, such calculations shall bear the signature and seal of an engineer registered in the appropriate branch and in the state wherein the project is to be built, unless otherwise indicated.

- B. Shop Drawing submittals shall be accompanied by the ENGINEER's/OWNER's standard submittal transmittal form (a reproducible copy of which is available from the ENGINEER), or the CONTRACTOR's submittal form if approved by ENGINEER. Any submittal not accompanied by such a form, or where all applicable items on the form are not completed, with be returned for resubmittal.
  
- C. Organization
  - 1. A single submittal transmittal form shall be used for each technical specification section or item or class of material or equipment for which a submittal is required. A single submittal covering multiple sections will not be acceptable, unless the primary specification references other sections for components. Example: if a pump section references other section for the motor, protective coating, anchor bolts, local control panel, and variable frequency drive, a single submittal would be accepted; a single submittal covering vertical turbine pumps and horizontal split case pumps would not be acceptable.
  - 2. On the transmittal form, index the components of the submittal and insert tabs in the submittal to match the components. Relate the submittal components to Specification paragraph and subparagraph, Drawing number, detail number, schedule title, or room number, or building name, as applicable.
  - 3. Unless indicated otherwise, terminology and equipment names and numbers used in submittals shall match the Contract Documents.
  
- D. Format
  - 1. Minimum sheet size shall be 8.5 inches by 11 inches. Maximum sheet size shall be 24 inches by 36 inches. Every page in a submittal shall be numbered in sequence.
  - 2. Where product data from a manufacturer is submitted, clearly mark which model is proposed, with all pertinent data capacities, dimensions, clearances, diagrams, controls, connections, anchorage, and supports. Sufficient level of detail shall be presented for assessment of compliance with the Contract Documents.
  - 3. Each submittal shall be assigned a unique number. Submittals shall be numbered sequentially. The submittal numbers shall be clearly noted on the transmittal. Original submittals shall be assigned a numeric submittal number. Resubmittals shall bear an alpha-numeric system which consists of the number assigned to the original submittal for that item followed by a letter of the alphabet to represent that it is a subsequent submittal of the original. For example, if submittal 25 requires a resubmittal, the first resubmittal will bear the designation 25-A and the second resubmittal will bear the designation 25-B and so on.
  
- E. Disorganized submittals which do not meet the requirements above will be returned without review.
  
- F. Except as may otherwise be indicated herein, the ENGINEER will return prints of each submittal to the CONTRACTOR with its comments noted thereon, within 30 calendar days following receipt by the ENGINEER. It is considered reasonable that the CONTRACTOR shall make a complete and acceptable submittal to the ENGINEER by the second submission of a submittal item. The OWNER reserves the right to withhold monies due to the CONTRACTOR to cover additional costs of the ENGINEER's review beyond the



second submittal. The ENGINEER'S maximum review period for each submittal, including all resubmittals, will be 30 days per submittal. Thus, for a submittal that requires two resubmittals before it is complete, the maximum review period for that submittal could be 90 days.

- G. If a submittal is returned to the CONTRACTOR marked "NO EXCEPTIONS TAKEN," formal revision and resubmission of said submittal will not be required.
- H. If a submittal is returned marked "MAKE CORRECTIONS NOTED," CONTRACTOR shall make the corrections on the submittal, but formal revision and resubmission of said submittal will not be required.
- I. If a submittal is returned marked "AMEND-RESUBMIT," the CONTRACTOR shall revise said submittal and shall resubmit the required number of copies of said revised submittal to the ENGINEER for review.
- J. If a submittal is returned marked "REJECTED-RESUBMIT," it shall mean that the submitted material or product does not satisfy the specification, the submittal is so incomplete that it cannot be reviewed, or is a substitution request which will not be reviewed because it is submitted after award of the Contract. The CONTRACTOR shall prepare a new submittal and shall resubmit said revised submittal to the ENGINEER for review.
- K. Fabrication of an item shall be commenced only after the ENGINEER has reviewed the pertinent submittals and returned copies to the CONTRACTOR marked either "NO EXCEPTIONS TAKEN" or MAKE CORRECTIONS NOTED." Corrections indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as changes to the contract requirements.
- L. All submittals shall be carefully reviewed by an authorized representative of the CONTRACTOR, prior to submission to the ENGINEER. Each submittal shall be dated, signed, and certified by the CONTRACTOR, as being correct and in strict conformance with the Contract Documents. In the case of Shop Drawings, each sheet shall be so dated, signed, and certified. The ENGINEER will only review submittals which have been so certified by the CONTRACTOR. All non-certified submittals will be returned to the CONTRACTOR without action taken by the ENGINEER, and any delays caused thereby shall be the total responsibility of the CONTRACTOR.
- M. The ENGINEER's review of submittals shall not relieve the CONTRACTOR of the entire responsibility for the correctness of details and dimensions. The CONTRACTOR shall assume all responsibility and risk for any misfits due to any errors in submittals. The CONTRACTOR shall be responsible for the dimensions and the design of adequate connections and details.

#### 1.4 CONTRACTOR'S SCHEDULE

- A. The CONTRACTOR's construction schedules and reports shall be prepared and submitted to the ENGINEER in accordance with of Section 01311.

#### 1.5 SAMPLES

- A. Whenever in the Specifications samples are required, the CONTRACTOR shall submit not less than 3 samples of each item or material to the ENGINEER for acceptance.

- B. Unless otherwise indicated, samples, shall be submitted a minimum of 21 days prior to ordering such material.
- C. Samples shall be individually and indelibly labeled or tagged, indicating thereon all specified physical characteristics and Manufacturer's name. Upon receiving acceptance of the ENGINEER, one set of the samples will be stamped and dated by the ENGINEER and returned to the CONTRACTOR, and one set of samples will be retained by the ENGINEER, and one set of samples shall remain at the Site until completion of the WORK.
- D. Unless indicated otherwise, all colors and textures of items presented in sample submittals shall be from the manufacturer's standard colors and standard materials, products, or equipment lines. If the samples represent non-standard colors, materials, products, or equipment lines and their selection will require an increase in Contract Times or Price, the CONTRACTOR shall clearly indicate same on the transmittal page of the submittal.
- E. The CONTRACTOR shall schedule sample submittals such that:
  - 1. Samples are submitted in an orderly sequence which allows the ENGINEER 45 Days to assemble color panels and select color and texture dependent products and materials without delay to the construction schedule.
  - 2. The CONTRACTOR has sufficient time after approval or selection of color or texture to provide the products or materials without delay to the construction schedule. The Contract Times will not be extended for the CONTRACTOR's failure to allow enough review and approval or selection time, failure to submit all samples requiring color or texture selection, or failure to submit complete or approvable samples.

1.6 Not Used

#### 1.7 RECORD DRAWINGS

- A. The CONTRACTOR shall maintain one record set of Drawings at the Site. On these, it shall mark all project conditions, locations, configurations, and any other changes or deviations which may vary from the information represented on the original Contract Drawings, including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the Contract Drawings. Said record drawings shall be supplemented by any detailed sketches as necessary or directed to fully indicate the WORK as actually constructed. These master record drawings of the CONTRACTOR's representation of as-built conditions, including all revisions made necessary by addenda and change orders shall be maintained up-to-date during the progress of the WORK. Red ink shall be used for alterations and notes. Notes shall identify relevant Change Orders by number and date.
- B. Record drawings shall be reviewed on a regular basis by CONTRACTOR and ENGINEER. If requested by ENGINEER, copies of the record drawings shall be submitted on the 20th working day of every month. Failure to submit complete record drawings on or before the 20th working day will enact the liquidated damages clause for interim record drawings submittals described in Article 3 of the Agreement.

- C. In the case of those drawings which depict the detail requirement for equipment to be assembled and wired in the factory, such as motor control centers and the like, the record drawings shall be updated by indicating those portions which are superseded by change order drawings or final Shop Drawings, and by including appropriate reference information describing the change orders by number and the Shop Drawings by manufacturer, drawing, and revision numbers.
- D. Record drawings shall be accessible to the ENGINEER at all times during the construction period.
- E. Within seven (7) days of Substantial Completion of the WORK, the CONTRACTOR shall finalize and deliver a complete set of record drawings to the ENGINEER for transmittal to the OWNER, conforming to the construction records of the CONTRACTOR. This set of drawings shall consist of corrected Drawings showing the reported location of the WORK. The information submitted by the CONTRACTOR and incorporated by the ENGINEER into the record drawings will be assumed to be correct, and the CONTRACTOR shall be responsible for the accuracy of such information, and for any errors or omissions which may appear on the record drawings as a result. Final payment will not be acted upon until a complete and accurate set of record drawings have been delivered to the ENGINEER.

**PART 2 -- PRODUCTS (Not Used)**

**PART 3 -- EXECUTION (Not Used)**

- END OF SECTION -

## SECTION 01510 - TEMPORARY UTILITIES

### PART 1 -- GENERAL

#### 1.1 GENERAL REQUIREMENTS

- A. **Types:** The types of utility services required for general temporary use at the Site include the following:

- Water service (potable for certain uses)
- Sanitary sewer
- Electric power service

#### 1.2 JOB CONDITIONS

- A. **Scheduled Uses:** The CONTRACTOR shall, in conjunction with establishment of job progress schedule, establish a schedule for implementation and termination of service for each temporary utility at the earliest feasible time, and when acceptable to OWNER and ENGINEER, change over from use of temporary utility service to permanent service.

### PART 2 -- PRODUCTS

#### 2.1 MATERIALS

- A. The CONTRACTOR shall provide either new or used materials and equipment, which are in substantially undamaged condition and without significant deterioration and which are recognized in the construction industry, by compliance with appropriate standards, as being suitable for intended use in each case. Where a portion of temporary utility is provided by utility company, the CONTRACTOR shall provide the remaining portion with matching and compatible materials and equipment and shall comply with recommendations of utility company.

### PART 3 -- EXECUTION

#### 3.1 INSTALLATION OF TEMPORARY UTILITY SERVICES

- A. **General:** Wherever feasible, the CONTRACTOR shall engage the utility company to install temporary service to project, or as a minimum, to make connection to existing utility service; locate services where they will not interfere with total project construction WORK, including installation of permanent utility services; and maintain temporary services as installed for required period of use; and relocate, modify or extend as necessary from time to time during that period as required to accommodate total project construction WORK.
- B. **Approval of Electrical Connections:** Temporary connections for electricity shall be subject to approval of the ENGINEER and the power company representative, and shall be removed in like manner at the CONTRACTOR's expense prior to final acceptance of the WORK.
- C. **Separation of Circuits:** Unless otherwise permitted by the ENGINEER, circuits used for power purposes shall be separate from lighting circuits.

- D. **Construction Wiring:** Wiring for temporary electric light and power shall be properly installed and maintained and shall be securely fastened in place. Electrical facilities shall conform to the requirements of Title 8, Industrial Relations, Subchapter 5, Electrical Safety Orders, California Administrative Code; and Subpart K of the OSHA Safety and Health Standards for Construction.

### 3.2 INSTALLATION OF POWER DISTRIBUTION SYSTEM

- A. **Power:** The CONTRACTOR shall provide power required for its operations under the Contract, and shall provide and maintain all temporary power lines required to perform the WORK in a safe and satisfactory manner.
- B. **Temporary Power Distribution:** The CONTRACTOR shall provide a weatherproof, grounded, temporary power distribution system sufficient for performance of entire WORK of project, including temporary electrical heating where indicated, operation of test equipment and test operation of building equipment and systems which cannot be delayed until permanent power connections are operable, temporary operation of other temporary facilities, including permanent equipment and systems which must be placed in operation prior to use of permanent power connections (pumps, HVAC equipment, and similar equipment), and power for temporary operation of existing facilities (if any) at the Site during change-over to new permanent power system. Provide circuits of adequate size and proper power characteristics for each use; run circuit wiring generally overhead, and rise vertically in locations where it will be least exposed to possible damage from construction operations and will result in minimal interference with performance of the WORK; provide rigid steel conduit or equivalent raceways for wiring which must be exposed on grade, floors, decks, or other exposures to damage or abuse.

### 3.3 INSTALLATION OF LIGHTING

- A. **Construction Lighting:** WORK conducted at night or under conditions of deficient daylight shall be suitably lighted to insure proper WORK and to afford adequate facilities for inspection and safe working conditions.
- B. **Temporary Lighting:** The CONTRACTOR shall provide a general, weatherproof, grounded temporary lighting system in every area of construction work, as soon as overhead floor/roof deck structure has been installed to provide sufficient illumination for safe work and traffic conditions. Run circuit wiring generally overhead, and rise vertically in locations where it will be least exposed to possible damage from construction operations on grade, floors, decks, or other areas of possible damage or abuse.

### 3.4 WATER SUPPLY

- A. **General:** The CONTRACTOR shall coordinate with the OWNER for obtaining construction water. The CONTRACTOR shall provide all facilities necessary to convey the water from the source to the points of use in accordance with the requirements of the Contract Documents. The CONTRACTOR shall pay the fee for water meter and all other charges for water use.

### 3.5 INSTALLATION OF SANITARY FACILITIES

- A. **Toilet Facilities:** Fixed or portable chemical toilets shall be provided wherever needed for the use of CONTRACTOR's employees. Toilets at construction job sites shall conform to the requirements of Subpart D, Section 1926.51 of the OSHA Standards for Construction.

3.6 INSTALLATION OF FIRE PROTECTION

A. **Not Used.**

3.7 INSTALLATION OF GAS SERVICE

A. **Not Used.**

3.8 INSTALLATION OF COMMUNICATIONS

A. **Not Used.**

3.9 OPERATIONS AND TERMINATIONS

- A. **Inspections:** Prior to placing temporary utility services into use, the CONTRACTOR shall inspect and test each service and arrange for governing authorities' required inspection and tests, and obtain required certifications and permits for use thereof.
- B. **Protection:** The CONTRACTOR shall maintain distinct markers for underground lines, and protect from damage during excavating operations.
- C. **Termination and Removal:** When need for a temporary utility service or a substantial portion thereof has ended, or when its service has been replaced by use of permanent services, or not later than time of substantial completion, the CONTRACTOR shall promptly remove installation unless requested by ENGINEER to retain it for a longer period. The CONTRACTOR shall complete and restore WORK which may have been delayed or affected by installation and use of temporary utility, including repairs to construction and grades and restoration and cleaning of exposed surfaces.
- D. **Removal of Temporary Connections:** Before final acceptance of the WORK on the project, all temporary connections and piping installed by the CONTRACTOR shall be entirely removed, and all affected improvements shall be restored to original condition or better, to the satisfaction of the ENGINEER and to the agency owning the affected utility.

- END OF SECTION -

## SECTION 01520 - SECURITY

### PART 1 -- GENERAL

#### 1.1 SECURITY PROGRAM

##### A. The CONTRACTOR shall:

1. Protect WORK, existing premises, and OWNER'S operations from theft, vandalism, and unauthorized entry.
2. Maintain program throughout construction period until work is finalized.

**Note: Fencing is required to keep unauthorized persons and animals from entering the reservoir to protect water quality. Contractor shall provide security fencing equal to or greater than existing if existing fencing is temporarily removed.**

#### 1.2 ENTRY CONTROL

##### A. The CONTRACTOR shall:

1. Restrict entry of persons, animals, and vehicles into Site.
2. Allow entry only to authorized persons with proper identification.

#### 1.3 Not Used

#### 1.4 PERIMETER FENCING

- ##### A. CONTRACTOR shall provide temporary fencing for the site and work areas. Fencing shall be maintained throughout the work. Fencing shall have signs indicating no unauthorized entry, and be locked whenever no work is being conducted at the site. Coordinate with Owner for access by others. Fencing shall be maintained in such a condition as to prevent access by unauthorized personnel and animals.

### PART 2 -- PRODUCTS (Not Used)

### PART 3 -- EXECUTION (Not Used)

- END OF SECTION -

## SECTION 01530 - PROTECTION OF EXISTING FACILITIES

### PART 1 -- GENERAL

#### 1.1 GENERAL

- A. The CONTRACTOR shall protect all existing utilities and improvements not designated for removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than prior to such damage or temporary relocation, all in accordance with the Contract Documents.
- B. Any damage or blight to existing improvements shall be the sole responsibility of CONTRACTOR. In the event existing improvements are damaged or blighted, OWNER shall determine how and what party shall correct the damage, including retention of a third party for inspection and repair or replacement. All such costs shall be the sole responsibility of CONTRACTOR.

#### 1.2 RIGHTS-OF-WAY

- A. The CONTRACTOR shall not do any WORK that would affect any oil, gas, sewer, or water pipeline; any telephone, telegraph, or electric transmission line; any fence; or any other structure, nor shall the CONTRACTOR enter upon the rights-of-way involved until notified that the OWNER has secured authority therefor from the proper party.
- B. After authority has been obtained, the CONTRACTOR shall give said party due notice of its intention to begin work, if required by said party, and shall remove, shore, support, or otherwise protect such pipeline, transmission line, ditch, fence, or structure, or replace the same.

#### 1.3 PROTECTION OF STREET OR ROADWAY MARKERS

- A. 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 marker points that will be disturbed by the construction operations have been properly referenced. Survey markers or points disturbed by the CONTRACTOR shall be accurately restored after street or roadway resurfacing has been completed.

#### 1.4 Not Used

#### 1.5 Not Used

#### 1.6 PROTECTION OF RESERVOIR LINER AND APPURTENANCES

CONTRACTOR shall protect the existing reservoir liner and appurtenances, including but not limited to, reservoir fencing and Southview Booster Pump Station. CONTRACTOR shall repair any damage to existing facilities caused by its activities or failure to protect the facilities. In the event fencing must be removed for installation of the liner, any damaged fencing sections or components will be replaced with new materials at CONTRACTOR's expense.



**PART 2 -- PRODUCTS** (Not Used)

**PART 3 -- EXECUTION** (Not Used)

- END OF SECTION -

## SECTION 01550 - SITE ACCESS AND STORAGE

### PART 1 -- GENERAL

#### 1.1 HIGHWAY LIMITATIONS

- A. The CONTRACTOR shall make its own investigation of the condition of available public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress to the site of the WORK. It shall be the CONTRACTOR's responsibility to construct and maintain any haul roads required for its construction operations.

#### 1.2 Not Used

#### 1.3 CONTRACTOR'S WORK AND STORAGE AREA

- A. The OWNER will designate and arrange for the CONTRACTOR's use, an area for its exclusive use during the term of the Contract as a storage area for its construction operations relative to this Contract. At completion of WORK, the CONTRACTOR shall return this area to its original condition or better, including grading, re-surfacing, and landscaping.
- B. The CONTRACTOR shall make its own arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the WORK.
- C. The CONTRACTOR shall provide and use a separate storage area for hazardous materials used in constructing the WORK.
  1. For the purpose of this paragraph, hazardous materials to be stored in the separate area are all products labeled with any of the following terms: Warning, Caution, Poisonous, Toxic, Flammable, Corrosive, Reactive, or Explosive. In addition, whether or not so labeled, the following materials shall be stored in the separate area: diesel fuel, gasoline, new and used motor oil, hydraulic fluid, cement, paints and paint thinners, two-part epoxy coatings, sealants, asphaltic products, glues, solvents, wood preservatives, sand blast materials, and spill absorbent.
  2. Hazardous materials shall be stored in groupings according to the Material Safety Data Sheets.
  3. The CONTRACTOR shall develop and submit to the ENGINEER a plan for storing and disposing of the materials above.
  4. The CONTRACTOR shall obtain and submit to the ENGINEER a single EPA number for wastes generated at the Site.
  5. The separate storage area shall meet all the requirements of all authorities having jurisdiction over the storage of hazardous materials. Such authorities are: Cal-OSHA, **EI Dorado County Environmental Health, and Regional Water Quality Control Board.**

**PART 2 -- PRODUCTS** (Not Used)

**PART 3 -- EXECUTION** (Not Used)

- END OF SECTION -

## SECTION 01560 - TEMPORARY ENVIRONMENTAL CONTROLS

### PART 1 -- GENERAL

#### 1.1 EXPLOSIVES AND BLASTING

- A. The use of explosives on the WORK will not be permitted.

#### 1.2 DUST ABATEMENT

- A. The CONTRACTOR shall prevent its operation from producing dust in amounts damaging to property, cultivated vegetation, or 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 dust originating from its operations. The dust abatement measures shall be continued until the CONTRACTOR is relieved of further responsibility by the ENGINEER.

#### 1.3 RUBBISH CONTROL

- A. During the progress of the WORK, the CONTRACTOR shall keep the Site and other areas used by it in a neat and clean condition, and free from any accumulation of rubbish. The CONTRACTOR shall dispose of all rubbish and waste materials of any nature occurring at the Site, and shall establish regular intervals of collection and disposal of such materials and waste. The CONTRACTOR shall also keep its haul roads free from dirt, rubbish, and unnecessary obstructions resulting from its operations. Disposal of all rubbish and surplus materials shall be off the Site 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.

#### 1.4 NOISE

- A. CONTRACTOR shall adhere to City noise restrictions. All work shall be conducted between the hours of 8 a.m. and 6 p.m., unless authorized by City personnel for special circumstances. All equipment shall have noise attenuation devices, including trucks, heavy equipment, and generators.

#### 1.5 SANITATION

- A. **Toilet Facilities:** Fixed or portable chemical toilets shall be provided wherever needed for the use of employees. Toilets at construction job sites shall conform to the requirements of Part 1926 of the OSHA Standards for Construction.
- B. **Sanitary and Other Organic Wastes:** 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 ENGINEER and in accordance with all laws and regulations pertaining thereto.

## 1.6 CHEMICALS

- A. All chemicals used during project construction or furnished for project operation, whether defoliant, soil sterilant, herbicide, pesticide, disinfectant, 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. In addition, see the requirements set forth in paragraph 6.11 of the General Conditions.

## 1.7 CULTURAL RESOURCES

- A. The CONTRACTOR's attention is directed to the National Historic Preservation Act of 1966 (16 U.S.C. 470) and 36 CFR 800 which provides for the preservation of potential historical architectural, archaeological, or cultural resources (hereinafter called "cultural resources").
- B. The CONTRACTOR shall conform to the applicable requirements of the National Historic Preservation Act of 1966 as it relates to the preservation of cultural resources.
- C. In the event potential cultural resources are discovered during subsurface excavations at the site of construction, the following procedures shall be instituted:
  - 1. The ENGINEER will issue a Field Order directing the CONTRACTOR to cease all construction operations at the location of such potential cultural resources find.
  - 2. Such Field Order shall be effective until such time as a qualified archaeologist can be called to assess the value of these potential cultural resources and make recommendations to the State Historic Preservation Office.
- D. If the archaeologist determines that the potential find is a bona fide cultural resource, at the direction of the State Historic Preservation Office, the CONTRACTOR shall suspend work at the location of the find under the provisions for changes contained in Articles 10, 11, and 12 of the General Conditions.

## 1.8 RESERVOIR WATER QUALITY

- A. The reservoir is a drinking water source for the community. The CONTRACTOR shall provide protections to prevent contamination of the reservoir water, including, but not limited to, erosion control systems to prevent soil and debris from entering the reservoir due to precipitation or CONTRACTOR activities, place trench spoil away from reservoir, avoid working in reservoir water, avoid contacting water with tools or other materials, providing netting as need to preclude said contact, keeping liner clean and free of soil and dirt, providing fencing to keep animals from reaching the reservoir, providing adequate distance from reservoir when fueling equipment, etc.

**PART 2 -- PRODUCTS** (Not Used)

**PART 3 -- EXECUTION** (Not Used)

- END OF SECTION -

## SECTION 01700 - PROJECT CLOSEOUT

### PART 1 -- GENERAL

#### 1.1 FINAL CLEANUP

- A. The CONTRACTOR shall promptly remove from the vicinity of the completed WORK, all rubbish, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the WORK by the OWNER will be withheld until the CONTRACTOR has satisfactorily performed the final cleanup of the Site.

#### 1.2 CLOSEOUT TIMETABLE

- A. The CONTRACTOR shall establish dates for equipment testing, acceptance periods, and on-site instructional periods (as required under the Contract). Such dates shall be established not less than one week prior to beginning any of the foregoing items, to allow the OWNER, the ENGINEER, and their authorized representatives sufficient time to schedule attendance at such activities.

#### 1.3 CONDITION OF SITE

CONTRACTOR shall leave site in good condition, as discussed herein:

1. Finish grade all disturbed areas. Slope grade away from reservoir.
2. Remove and dispose of excess spoil.
3. Remove all construction materials and trash.
4. Repair any damage to existing property.

#### 1.4 FINAL SUBMITTALS

- A. The CONTRACTOR, prior to requesting final payment, shall obtain and submit the following items to the ENGINEER for transmittal to the OWNER:
  1. Written guarantees, where required.
  2. Technical Manuals and instructions.
  3. Not Used
  4. Completed record drawings of the constructed works.
  5. Releases from all parties who are entitled to claims against the subject project, property, or improvement pursuant to the provisions of law.

#### 1.5 MAINTENANCE AND GUARANTEE

- A. The CONTRACTOR shall comply with the maintenance and guarantee requirements contained in the General Conditions.
- B. Replacement of earth fill or backfill, where it has settled below the required finish

elevations, shall be considered as a part of such required repair work, and any repair or resurfacing constructed by the CONTRACTOR which becomes necessary by reason of such settlement shall likewise be considered as a part of such required repair work unless the CONTRACTOR shall have obtained a statement in writing from the affected private owner or public agency releasing the OWNER from further responsibility in connection with such repair or resurfacing.

- C. The CONTRACTOR shall make all repairs and replacements promptly upon receipt of written order from the OWNER. If the CONTRACTOR fails to make such repairs or replacements promptly, the OWNER reserves the right to do the WORK and the CONTRACTOR and its surety shall be liable to the OWNER for the cost thereof.

#### 1.6 BOND

- A. The CONTRACTOR shall provide a bond to guarantee performance of the provisions contained in Paragraph "Maintenance and Guarantee" above, and the General Conditions.

#### **PART 2 -- PRODUCTS (Not Used)**

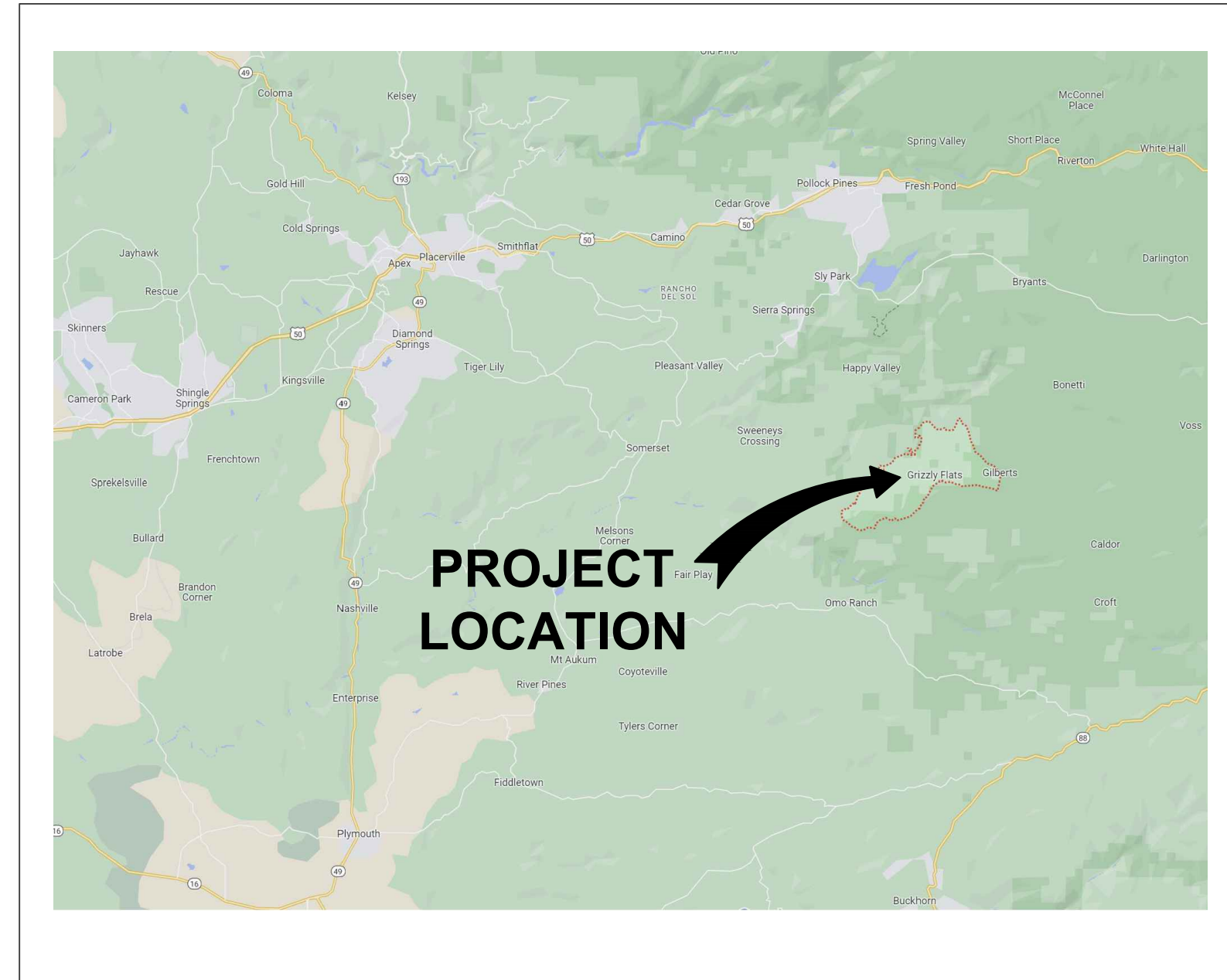
#### **PART 3 -- EXECUTION (Not Used)**

- END OF SECTION -



# RESERVOIR LINER REPAIR PROJECT

IMPROVEMENT PLANS FOR:



**LOCATION MAP**



**VICINITY MAP**

## SHEET INDEX

- 1 COVER SHEET
- 2 RESERVOIR LINER REPAIR

## CONTACTS:

GRIZZLY FLATS CSD

Kim Gustafson  
General Manager  
(530) 622-9626  
gfwater@sbcglobal.net

H2O URBAN SOLUTIONS

Scott Myers, PE  
District Engineer  
(916) 869-4957  
scott@H2Ourban.com



H2O URBAN SOLUTIONS	
BY: <i>SM</i> SCOTT A. MYERS, P.E.	R.C.E. NO.: C 51055
DATE: 06/23/2023	EXP DATE: 09/30/2023

GRIZZLY FLATS CSD

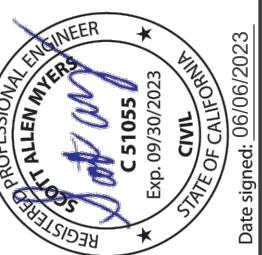
APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**BID SET**

NO.	DESCRIPTION	DATE



**H2O Urban solutions**  
P.O. Box 551310  
South Lake Tahoe, CA 96150  
Phone: (916) 869-4957  
E-mail: scott@H2Ourban.com



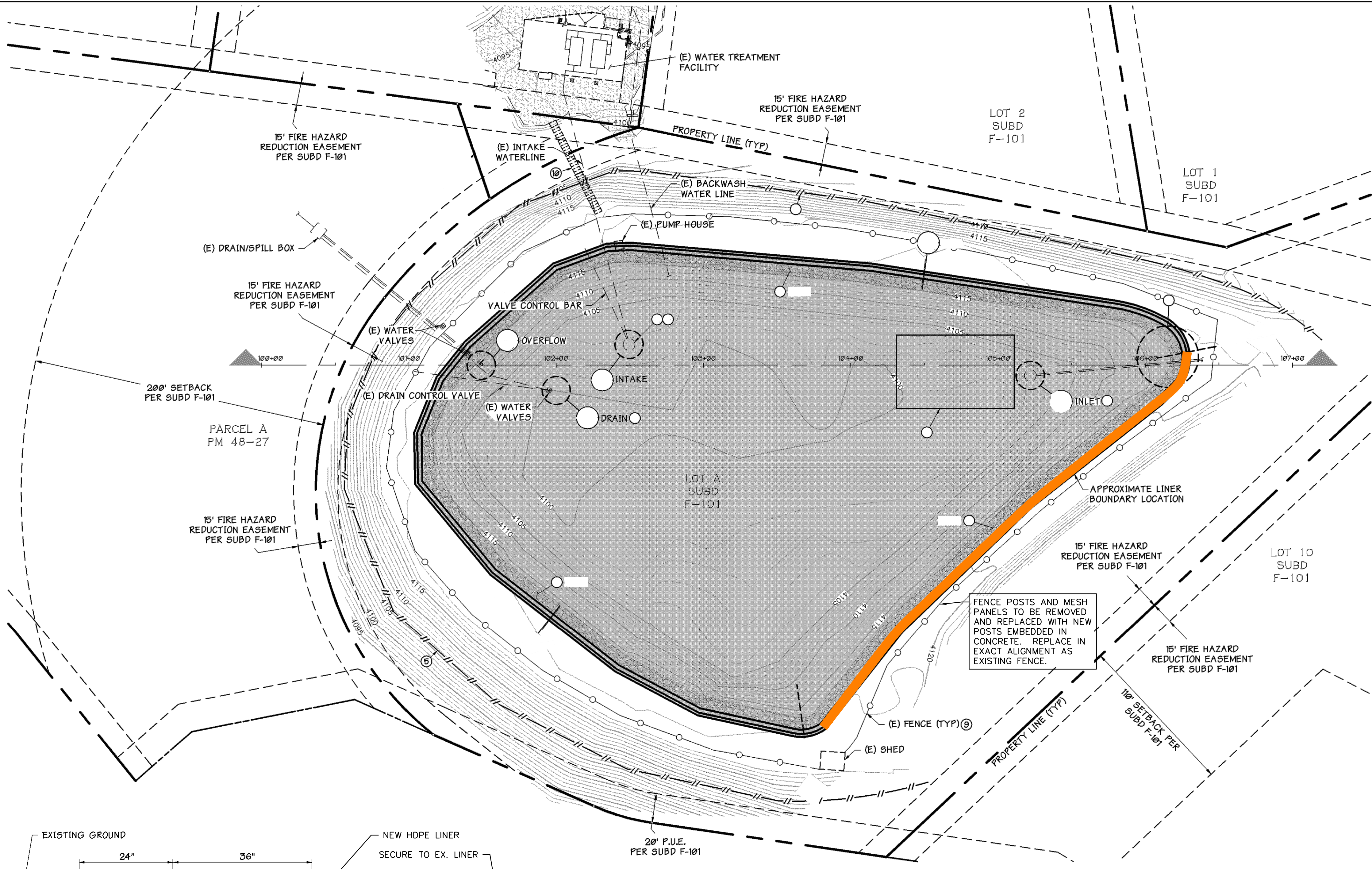
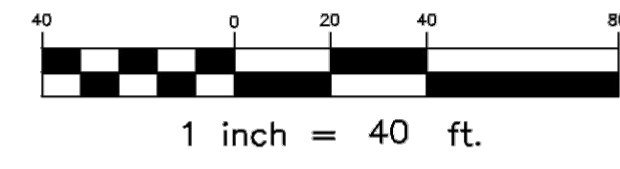
GRIZZLY FLATS CSD  
**Reservoir Liner Repair Project**  
COVER SHEET

**06/23/2023**

PROJECT NO. \_\_\_\_\_  
SHEET **01** OF **2**

C:\ONEDRIVE - H2O URBAN SOLUTIONS\H2O-PROJECTS\4200 GFCS\0606 - RESERVOIR LINER DESIGN & CM-CA\DESIGN\SUPPORT\GFCS - RES LINER REPAIR - 2023-06-23 - BID SET.DWG PLOTTED BY SCOTT MYERS ON 7/6/2023 8:39 AM





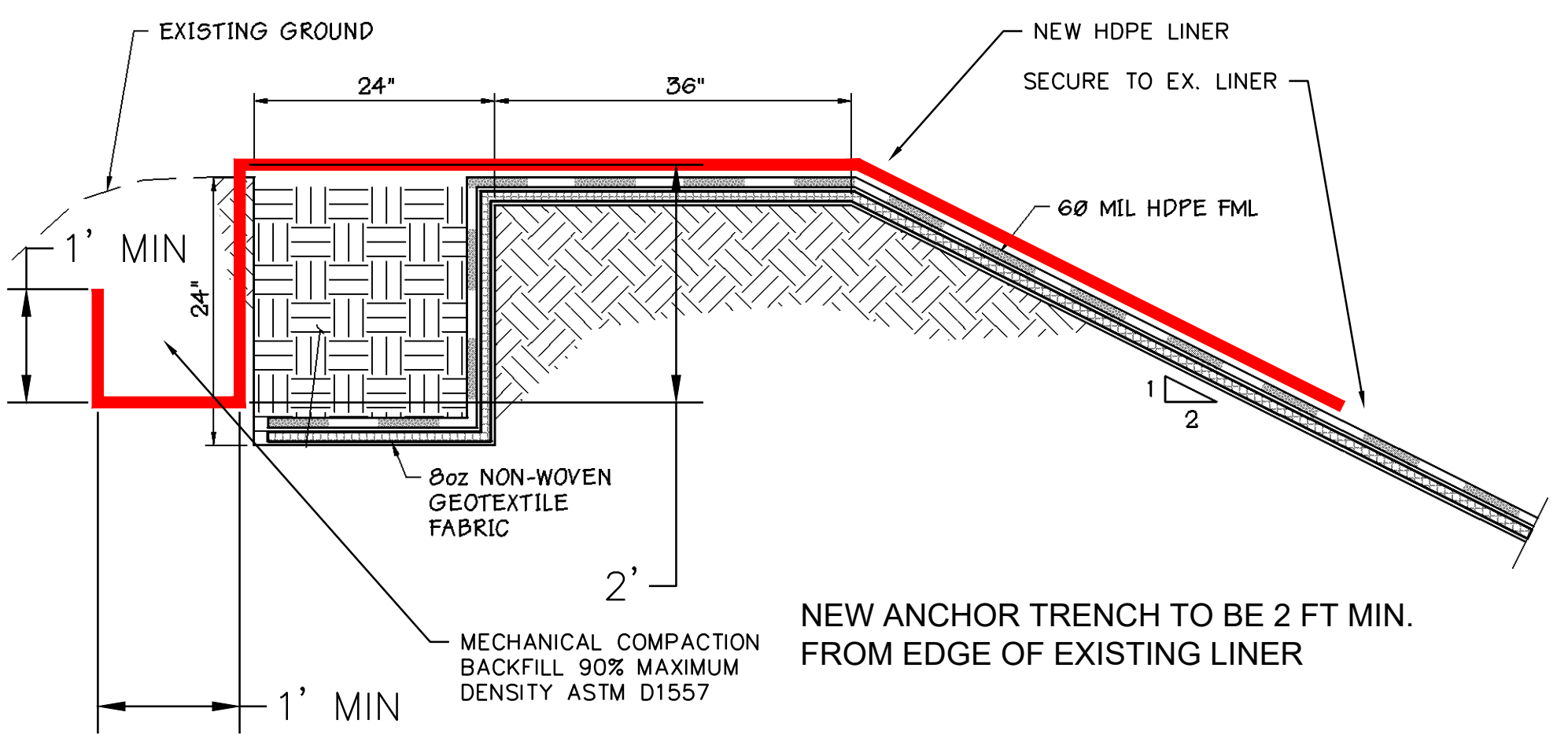
**Legend**

 LIMITS OF LINER REPAIR

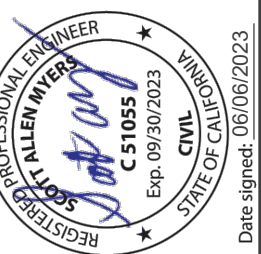

# GFCSD RESERVOIR LINER REPAIR PLAN

**CONSTRUCTION NOTES:**

1. PROTECTION OF THE DRINKING WATER SUPPLY IS CRITICAL. CONTRACTOR TO PROVIDE TEMPORARY FENCING TO PREVENT ENTRY FROM PEOPLE OR ANIMALS TO PROTECT DRINKING WATER QUALITY. AVOID HUMAN CONTACT WITH WATER. PREVENT ANY MATERIALS, DIRT, OR DEBRIS FROM ENTERING WATER. PROVIDE WORKERS WITH SHOE CLEANING MATS OR OTHER TO PREVENT DIRT ON THE INSIDE OF THE LINER. CLEAN SOILED AREAS DAILY WITH VACUUM.
2. FINISH GRADE TO SLOPE WATER AWAY FROM RESERVOIR EDGE. DISPOSE OF EXCESS SPOIL AS DIRECTED BY ENGINEER.



## NEW ANCHOR TRENCH DETAIL

PROJECT NO.	06/23/2023
SHEET 02 OF 2	
GRIZZLY FLATS CSD Reservoir Liner Repair Project RESERVOIR LINER REPAIR	
	
 H2O Urban Solutions P.O. Box 551310 South Lake Tahoe, CA 96150 Phone: (916) 868-4857 E-mail: scott@h2ourban.com	
DATE: 06/23/2023 SCALE: 1"=40' DRAWN BY: S. MYERS DESIGNED BY: C. ABNEY CHECKED BY: S. MYERS	
GFCSD APPROVAL DATE: _____ APPROVED BY: _____ DESCRIPTION: _____ NO. _____ REVISION: _____ SNOISIA: _____	

C:\ONEDRIVE\H2O URBAN SOLUTIONS\H2O-PROJECTS\2020 GFCSD\06 - RESERVOIR LINER DESIGN & CONSTRUCTION\2020 GFCSD - RESERVOIR LINER REPAIR - BID SET.DWG PLOTTED BY SCOTT MYERS ON 7/8/2023 9:39 AM