

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT, made and entered into as of _____
by and between East Orange County Water District hereinafter referred to as "**OWNER**," and ____
_____, a corporation organized and existing under the laws of the State of ____
_____; a partnership consisting of _____
_____; or an individual trading as _____
_____; in the City of _____
_____, County of _____ State of _____
_____, hereinafter referred to as "**CONTRACTOR**."

WITNESSETH: That **OWNER** and **CONTRACTOR**, for the consideration hereinafter named, agree as follows:

- (1) **PROJECT:** This Construction Agreement applies to the following Project: ____
Advanced Metering Infrastructure (AMI) System Project
- (2) **SCOPE OF WORK:** **CONTRACTOR** will furnish all labor, materials, equipment, tools, utilities, temporary facilities, transportation, goods and other services and things necessary for full completion of all construction and other services required in accordance with the Contract Documents for the Project ("Work").
- (3) **TIME OF COMPLETION:** The Work shall be completed within the time(s) set forth in the Special Provisions.
- (4) **CONTRACT SUM:** **OWNER** will pay to **CONTRACTOR** for performance of the Contract, subject to any additions or deductions provided for in the Contract Documents, the amount(s) specified in Contractor's submitted bid form.
- (5) **PAYMENTS:** Progress payments and the final payment will be made in accordance with the General Provisions.
- (6) **COMPLIANCE WITH PUBLIC CONTRACTS LAW:** **OWNER** is a county water district in the State of California and is subject to the certain provisions of law relating to public contracts. It is agreed that all provisions of law applicable to public contracts for a county water district are a part of this Contract to the same extent as though set forth herein and will be complied with by **CONTRACTOR**.

- (7) **PREVAILING WAGES (See Also – General Provisions):** Wage rates for this Project shall be in accordance with the "Davis-Bacon Wage Determination" or "General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Orange County. Wage rates shall conform to those posted in the Owner's Office and attached as an Appendix.

The following Labor Code Sections are hereby referenced and made a part of this contract unless otherwise stated:

- a. Section 1775, Penalty for Failure to Comply with Prevailing Wages.
- b. Section 1777.5 and 1777.6, Apprenticeship Requirements.
- c. Section 1813, Penalty for Failure to Pay Overtime.
- d. Section 1810 and 1811, Working Hour Restrictions.
- e. Section 1776, Payroll Records.
- f. Section 1735, Anti-discrimination Requirements.
- g. Section 1815, Overtime Pay.

- (8) **CONTRACT DOCUMENTS:** This Construction Agreement is a component of the overall Contract for the Project, which together sets forth the complete understanding and agreement of **OWNER** and **CONTRACTOR** with respect to the performance of the Work. The Contract is composed of all of the Contract Documents, as may be amended in accordance with their provisions, and each such document is hereby incorporated as an operative and effective part of the Contract. The Contract Documents shall be deemed and construed to be complementary and an integrated whole. Any requirement or provision set forth in one Contract Document, but not in one or more of the other Contract Documents, shall be interpreted as if set forth in or applicable to all Contract Documents. The Contract Documents include, but are not limited to, all of the following:

- ☐ Notice Inviting Sealed Proposals (Bids)
- ☐ Bid Proposal Form and designated attachments thereto
- ☐ Bid Bond
- ☐ Proposed Subcontractor Listing
- ☐ Statement by Bidders (Manufacturing Information)
- ☐ Noncollusion Affidavit
- ☐ Iran Contracting Affidavit
- ☐ Addenda
- ☐ Construction Agreement
- ☐ Performance Bond
- ☐ Payment Bond
- ☐ General Provisions
- ☐ Special Provisions
- ☐ Technical Provisions
- ☐ Project Construction Schedule

- ☐ Plans and Specifications
- ☐ Drawings
- ☐ Approved Change Orders
- ☐ Shop Drawing Transmittals
- ☐ Information Required from Bidder
- ☐ Prequalification Form
- ☐ Escrow Agreement in Lieu of Retention
- ☐ _____
- ☐ _____

All of the above named and identified Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and referred to by others shall be done as if required by all.

- (9) **ENTIRE CONTRACT:** The complete contract as set forth in this Construction Agreement, including the Contract documents identified in (12), above, constitutes the entire contract of the parties. No other contracts, oral or written, pertaining to the Work to be performed, exists between the parties. This Contract can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Board of Directors of East Orange County Water District.
- (10) **PROVISIONS REQUIRED BY LAW:** 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 herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
- (11) **DEFINED TERMS:** Capitalized terms used, but not defined, in this Construction Agreement shall have the meanings ascribed to such terms in other of the Contract Documents.
- (12) **DUE AUTHORITY OF SIGNATORIES.** Each person signing this Construction Agreement on behalf of a party (either the District or the Contractor) represents and warrants that he or she has been duly authorized by such party to sign, and thereby bind such party to, this Construction Agreement and the Contract of which this Construction Agreement is a component part.

IN WITNESS WHEREOF, this Contract is executed by the General Manager pursuant to the Minutes of the meeting of the Board of Directors held _____, _____, authorizing the same, and **CONTRACTOR** has caused this Contract to be executed.

Dated: _____ , _____ By East Orange County Water District
(Owner)

ATTEST: By _____
(David Youngblood, PE)

APPROVED AS TO FORM:

ATKINSON, ANDELSON, LOYA, RUUD, &
ROMO

(District General Counsel)

(SEAL)

Dated: _____ , _____ _____
(Contractor)

(Official Title)

(SEAL)

CORPORATE CERTIFICATE

I, _____, certify that I am the _____
_____ Secretary of the corporation named as **CONTRACTOR** in the
foregoing Contract; _____ who signed said Contract on behalf
of **CONTRACTOR** was then _____ of said corporation; and that said
Contract was duly signed for and on behalf of said corporation by authority of its governing
body and is within the scope of its corporate powers.

(SEAL)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal, and _____, incorporated under the laws of the State of _____ and authorized to execute bonds and undertakings as sole surety, as Surety, are held and firmly bound unto any and all persons named in California Civil Code Section 9100 whose claim has not been paid by the contractor, company or corporation, in the aggregate total of _____ dollars (\$ _____), lawful money of the United States of America, for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these present.

The Condition of the foregoing obligation is such that; whereas the above bound Principal has entered into a contract, dated _____, with the East Orange County Water District to do the following work, to-wit:

Advanced Metering Infrastructure (AMI) System Project

NOW, THEREFORE, if the above bound Principal contractor, person, company or corporation, or his or its subcontractor, fails to pay (1) any claimant named in Section 9100 of the Civil Code of the State of California, (2) amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract or during any guarantee periods, or (3) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the California Unemployment Insurance Code with respect to the work or labor by any such claimant, that, the Surety on this bond will pay the same, in an amount not exceeding the aggregate sum specified in this bond, and also in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxes as costs in said suit.

This bond shall inure to the benefit of any person named in Section 9100 of the Civil Code of the State of California so as to give a right of action to them or their assignees in any suit brought upon this bond. This bond is executed and filed to comply with the provisions of the act of Legislature of the State of California as designated in Civil Code Sections 9550-9566 inclusive, and all amendments thereto.

Surety agrees that no change, extension of time, alteration, or addition to terms of the Contract, or the work to be performed thereunder, or the plans and specifications shall in any way affect its obligation on this bond, and it does hereby waive notice by Owner thereof.

Principal and Surety agree that should Owner become a party to any action on this bond that each will also pay Owner reasonable attorneys' fees incurred therein in addition to the sum above set forth.

Executed in three original counterparts on

_____, 20__.

(Seal of Corporation)

Principal

By _____

Title _____

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or
Representative in California,
if different from above)

(Telephone of Surety's
Agent in California)

(Attach Acknowledgement)

Surety

By _____
Attorney-in-Fact

NOTICE

Sureties must be admitted and authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

PERFORMANCE BOND

WHEREAS, the _____ hereinafter designated as the "Principal," entered into a contract for the work described as follows:

To furnish all materials, labor, and equipment required for the/to:

Advanced Metering Infrastructure (AMI) System Project

in accordance with the specifications set forth in the Contract and related documents.

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said contract,

NOW THEREFORE, _____
(Name of principal)

of, _____
(Address)

City of _____ State of _____

As Principal and _____ a corporation organized and existing under the laws of the State of _____ legally doing business in California as an admitted surety insurer at _____ City of _____ Address _____ State of California, as Surety, are indebted, held, and firmly bound to the East Orange County Water District in the sum _____ Dollars (\$_____) for which payment Principal and Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION is that if the Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and, agreements in the Contract and any alteration thereof made as therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the District, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void, otherwise, it shall be and remain in full force and virtue inclusive of the entire Contract guarantee period.

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 obligation 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. Principal and Surety agree that if the District is required to engage the services of an attorney(s) in connection with the enforcement of this bond, each shall also pay District's reasonable attorneys' fees incurred with or without suit.

IN WITNESS WHEREOF, three counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

(Seal of Corporation)

Principal

By _____

Title _____

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or
Representative in California,
if different from above)

(Telephone of Surety's
Agent in California)

(Attach Acknowledgement)

Surety

By _____
Attorney-in-Fact

NOTICE

Sureties must be admitted and authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we _____ as Contractor, and _____ as Surety, are held and firmly bound unto East Orange County Water District, a County water district hereinafter called "Owner," in the penal sum of _____ Dollars (\$ _____), 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, assigns, and successors, jointly and severally, firmly by these presents. The condition of this obligation is such that whereas the Contractor has submitted the accompanying bid dated _____, 20____, for the construction of:

[Project Description]

in accordance with the drawings and specifications for Owner, Project Name _____, File No. _____.

NOW THEREFORE, if the Contractor shall not withdraw said bid within the period of time set forth in the Contract documents, and shall, within 15 calendar days after the prescribed forms are presented for signature, enter into a written Contract with the Owner in accordance with the bid as accepted, and if the Contractor shall give the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of such Contract and for the protection of laborers and suppliers, or in the event of the withdrawal of said Bid within the periods specified, or the failure to enter into said Contract, and give such bonds within the time specified, if the Contractor shall within 60 days after request by the Owner pay to the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work if the latter amount be in excess of the former, then the above obligation shall be void and no effect, otherwise it shall remain in full force and effect.

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

Forfeiture of this bond shall not preclude Owner from seeking any or all other remedies provided by law to cover losses sustained as a result of the Contractor's failure to do any of the foregoing, and this bond shall not be a limitation on Contractor's liability therefore. It is further agreed that, if the Owner is required to initiate legal proceedings to recover on this bond, it may also recover its costs relating thereto, including a reasonable amount of attorney's fees.

BID BOND (Continued)

IN WITNESS WHEREOF the above-bounded parties have executed this instrument under their severals 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.

Two witnesses (if individual)

[Corporate Seal]

Name of Principal of Contracting Firm (Print)

By _____

Signature

Title _____

ATTEST: (If corporation)

(Title)

(Surety)

By _____

(Title)

(Name & Street Address of Surety)

Any claims under this bond may be addressed to:

(Name & Street Address of Agent or
Representative if different
from above)

(Telephone number of Surety and agent of
representative in California)

ATTEST:

(Title)

[Corporate Seal]

PROPOSED SUBCONTRACTORS LISTING

In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code commencing at Section 4100) and any amendments thereof, each bidder shall set forth below:

- (a) The name and the location of the place of business of each subcontractor who will perform the work or labor or render service to the prime Contractor in or about the construction of the work or improvement to be performed under this Contract, in an amount in excess of one-half of one percent of the prime Contractor's total bid or ten thousand dollars (\$10,000) whichever is greater, and;
- (b) The portion of the work that will be done by each subcontractor under this act.

The prime Contractor shall list only one subcontractor for each such portion as is defined by the prime Contractor in this bid.

If a prime Contractor fails to specify a subcontractor or if a prime Contractor specifies more than one subcontractor for the same portion of the work to be performed under the Contract in excess of one-half of one percent of the prime Contractor's total bid, or ten thousand dollars (\$10,000), whichever is greater, the prime Contractor shall be deemed to have agreed that the prime Contractor is fully qualified to perform that portion, and that the prime Contractor alone shall perform that portion.

Except as authorized in the Subletting and Subcontracting Fair Practices Act, no prime Contractor whose bid is accepted shall:

- (a) Substitute any subcontractor,
- (b) Permit any subcontractor to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or
- (c) Sublet or subcontract any portion of the work in excess of one-half of one percent of the prime Contractor's total bid as to which the original bid did not designate a subcontractor.

Subletting or subcontracting of any portion of the Work in excess of one-half of one percent of the prime Contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in case of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this Contract setting forth the facts constituting the emergency or necessity.

PROPOSED SUBCONTRACTOR LISTING (Cont'd)

A prime Contractor violating any of the provisions of Section Public Contract Code Section 4100 et seq. shall be deemed to be in violation of this Contract and the Owner may exercise the option, in its own discretion, of (1) canceling the Contract, or (2) assessing the prime Contractor a penalty in an amount of not more the ten percent (10%) of the amount of the subcontract involved.

The following four paragraphs are used if a subcontractor-bonding requirement is specified (usually used for large/expensive types of contracts.) Delete if there is no subcontractor-bonding requirement.

[Prime Contractors bidding this work shall require, pursuant to Public Contract Code Section 4108, all subcontractors providing labor and materials in excess of \$ _____ to supply an original signature and fully executed 100% faithful Performance and 100% Payment Bond. All prime Contractors bidding on this work must specify this requirement for subcontractor bonds in their written or published request for subcontractor bids. Failure to comply with this requirement shall not preclude Contractor from complying with the subcontractor bonding requirements.]

[Bonds are required for each specification section or combination of sections which exceed(s) the limit listed above.]

The practice of issuing separate purchase orders and/or subcontractors for the purpose of circumventing the subcontractor-bonding requirement shall not serve to exempt the Contractor from these requirements.

No payments, except for a reimbursement payment to the prime Contractor for the cost of the prime Contractor's own faithful Performance and Payment Bonds, shall be made to the prime Contractor until the prime Contractor provides the aforementioned subcontractor bonds to the Owner through the [Construction Manager-Specify Name].

PROPOSED SUBCONTRACTOR LISTING (Cont'd)

DESIGNATION OF SUBCONTRACTORS

<u>Portion of Work</u>	<u>Subcontractor/License No./DIR Registration</u>	<u>Location & Place of Business</u>

Proper Name of Bidder

By: _____

(MANUFACTURING INFORMATION)

[illegible]

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 20____, before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

SEAL

CERTIFICATION REGARDING IRAN CONTRACTING ACT
(Public Contract Code § 2200 *et seq.*)

District: East Orange County Water District

Project:

Bidding Contractor ("Bidder"): _____

The undersigned hereby certifies to the East Orange County Water District, subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

- (i) I am a duly authorized representative of the Bidder and, in that capacity, I have executed this certification on behalf of the Bidder.
- (ii) With respect to the Bidder's status for purposes of the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*), the appropriate box is checked immediately below (***check only one box***).

- ☐ The Bidder is not:
 - (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
 - (ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- ☐ East Orange County Water District has exempted the Bidder from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, East Orange County Water District will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- ☐ The maximum total amount payable to the Bidder in connection with the Project, as of the date of this certification, will not exceed one million dollars (\$1,000,000.00).

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

Note: In accordance with Public Contract Code Section 2205, false certification of this form may result in civil penalties equal to the greater of \$250,000 or twice the Contract Amount, termination of the Contract, and/or ineligibility to bid on contracts for three years.

GENERAL PROVISIONS

SECTION 1

DEFINITIONS, TERMS, AND ABBREVIATIONS

1-1 DEFINITIONS

Whenever the following terms occur in the Contract Documents (defined below), and are not otherwise defined, the meaning(s) thereof shall be interpreted as follows:

ACCEPTANCE, FINAL ACCEPTANCE – The formal action by the Owner accepting the work as being complete.

ACCEPTED BID – The Bid (proposal) accepted by the Owner.

ARCHITECT – The Architect shall mean the person or firm duly authorized by the Owner to oversee the execution of this Contract, acting either directly or through properly authorized agents, each agent acting within the scope of authority delegated to that agent.

BID – Bid, as used herein, shall refer to the proposal submitted by Contractor.

BIDDER – Any individual, partnership, corporation, or combination thereof, submitting a Bid for the Work contemplated, acting directly or through an authorized representative.

CONTRACT - The written agreement executed between the Owner and the Contractor covering the performance of the Work.

CONTRACT DOCUMENTS - The complete Contract includes all the Contract Documents set forth herein, to wit: (i) the Notice Inviting Sealed Proposals (Bids), (ii) Bid Form and designated attachments thereto, (iii) Bid Bond, (iv) Construction Services Agreement, (v) Performance Bond, (vi) Payment Bond, (vii) General Provisions, (viii) Special Provisions, (ix) Technical Provisions, (x) Plans and Specifications, (xi) all other documents specified as Contract Documents in the Contract; and also (xii) addenda thereto, and supplemental Contracts. Supplemental Contracts are written Contracts covering alterations, amendments, or extensions to the Contract, and include contract change orders.

CONTRACTOR - The individual, partnership, corporation, or combination thereof who has entered into the Contract with the Owner for the performance of the work. The term “Contractor” means the Contractor or the Contractor’s authorized representative. For purposes of the Contract Documents, once executed, all provisions relating to Bidder or Contractor shall be applicable to Contractor.

FIELD MODIFICATION REPORT – A report prepared by Owner’s Representative to order minor changes in the Work. These changes may not necessarily involve an increase or decrease in the Contract amount or Time of Completion. If the Contractor believes the change in the Work ordered through the Field Modification Report merits a decrease or increase in the Contract amount or Time of Completion, the Contractor must submit an itemized request for a change order within ten (10) days of the time of the work performed in accordance with the Field Modification Report.

LABORATORY - The laboratory authorized by the Owner or the Owner’s Representative to test materials and work involved in the Contract.

NOTICE OF AWARD - Written notice to successful qualified Bidder of the Owner’s intent to enter into a construction contract. This notice will be accompanied by documents to be executed by the Contractor.

NOTICE TO PROCEED - Written notice by Owner that all Contract Documents have been approved and executed by the Owner and Contractor. Time of Completion shall be measured from the date of mailing of such Notice to Proceed.

OWNER - East Orange County Water District. The term “Owner” means the Owner or authorized representative.

OWNER’S REPRESENTATIVE - The person authorized by the Owner to represent Owner during the performance of the Work by the Contractor and until Final Acceptance. The Owner’s Representative means the Owner’s Representative or authorized designee.

PLANS, DRAWINGS - The plans (drawings), or reproductions thereof, which show the location, character, dimensions, and details of the Work to be done.

PRE-AUTHORIZATION – Written notice by Owner, issued at the sole discretion of Owner, that may be issued before the issuance of a Notice to Proceed for the purpose of authorizing Contractor to proceed with submission of submittals or subsequently with the ordering of materials.

PROJECT – includes the Work as performed on the Site and all related actions necessary for the completion of the subject matter of the Contract.

SITE – means all locations, addresses, properties, easements, rights-of-way or other areas in which, or upon which, the Work will be performed.

SPECIAL PROVISIONS – All additions, deletions, and changes to the General Provisions and Standard Specifications as designated by the Owner.

SPECIFICATIONS - The directions, provisions, and requirements contained in the General Provisions and Standard Specifications as supplemented by the Special Provisions and Technical Specifications.

STANDARD DRAWINGS, STANDARD PLANS - That portion of the plans identified as such.

STANDARD SPECIFICATIONS - The Contract Documents identified as such.

STATE – The State of California.

SUBCONTRACTOR - An individual, partnership, corporation, or combination thereof, who has a Contract with the Contractor to perform any of the Work at the Site.

TIME OF COMPLETION - Time allowed for completion of the Contract computed in calendar days. Time for completion shall be measured from the date of mailing of the Notice to Proceed.

UTILITY or UTILITIES - Public or private fixed works for the transportation of fluids, gases, power, signals, or communications.

WORK - The term “Work” includes all labor necessary to produce the construction or improvement required by the Contract, and all materials and equipment incorporated in such construction or improvement. In regard to the Contract, term is used inclusively.

1-2 TERMS

Wherever the terms “directed,” “required,” “permitted,” “ordered,” “designated,” “prescribed,” or terms of like import are used, it shall be understood that the direction, requirements, permission, order, designation, or prescription of the Owner’s Representative is intended. Similarly, the terms “approved,” “acceptable,” “satisfactory,” “or equal,” or terms of like import shall mean approved, or acceptable to, or satisfactory to the Owner’s Representative, unless otherwise expressly stated. The word “provide” shall be understood to mean furnish and install.

Unless the context states or requires otherwise, terms used herein that are masculine, feminine or neuter in gender shall each be deemed to include the other genders, and singular and plural terms shall each be deemed to include the other form.

1-3 ABBREVIATIONS

Wherever the following abbreviations are used in the Contract Documents, and not otherwise defined, they shall have the meanings indicated as follows:

AASHTO American Association of State Highway and Transportation Officials

ACI	American Concrete Institute
AGA	American Gas Association
AAI	American Asphalt Institute
AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute (formerly USASI, USAS, ASA)
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ASA	American Standards Association (Now ANSI)
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society For Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
IEEE	Institute of Electrical and Electronics Engineers
NBFU	National Board of Fire Underwriters
NEMA	National Electrical Manufacturers Association
PCA	Portland Cement Association
CALTRANS	Standard Specifications, State of California Business and Transportation Agency, Department of Transportation
SSPC	Steel Structures Painting Council
SSPWC	Standard Specification For Public Works Construction, published by Building News, Inc. ("Green Book")
UBC	Uniform Building Code, Pacific Coast Building Officials Conference of the International Conference of Building Officials
U/L or UL	Underwriters' Laboratories, Inc.
USASI	United States of America Standards Institute (Now ANSI) or USAS
UMC	Uniform Mechanical Code International Conference of Building Officials and the International Association of Plumbing and Mechanical Officials
U.P.C.	Uniform Plumbing Code International Association of Plumbing and Mechanical Officials

SECTION 2

BID REQUIREMENTS AND CONDITIONS

2-1 CONTRACT DOCUMENTS

The Contract Documents are set forth in the Contract Form and the definition of “Contract Documents” in Section 1 of the General Provisions. In the event of a conflict between the Contract Documents, and the components thereof, priority shall be given to the provisions contained within, from order of highest to lowest priority: (i) any addenda or supplemental contracts; (ii) Special Provisions; (iii) General Provisions; (iv) Construction Services Agreement; (v) Notice Inviting Sealed Proposals (Bids). With respect to Plans and Specifications and Technical Specifications, Section 5-4 of these General Provisions shall govern priority.

2-2 LICENSE

No bid will be accepted from a bidder who is not a licensed contractor in the state of California. Bidder shall be required to provide proof of license.

2-3 BIDS

Bids shall be made in accordance with the following: Bids shall be made using the Bid Form furnished by the Owner and become a part of the Contract Documents and no substitution thereto shall be permitted without the Owner’s written consent. All bids shall be properly executed and with all items filled in; the signatures of all persons signing shall be in longhand. Erasures, interlineations, or other corrections shall be authenticated by affixing, in the margin immediately opposite the correction, the initials of a person signing the bid. If the unit price and the total amount named by a Bidder for any item are not in Contract, the unit price alone shall be considered as representing the Bidder’s intention, and the totals shall be corrected to conform thereto.

Bids shall not contain any recapitulation (or amendment or alteration) of the work to be done. Alternative Bids will not be considered, except as called for in writing by Owner. No oral, telegraphic, or telephonic Bids or modifications will be considered.

Bids shall be accompanied by a “Bid Guarantee” in the form of a cashier’s or certified check, or bidder’s bond, in the amount not less than 10% of the amount of bid, made payable to, or for the benefit of, the Owner. Said check or bond shall be given as a guarantee that the Bidder will enter into a contract if awarded the Work, and in case of refusal or failure to enter into said contract and furnish the required bonds and insurance certificates within 15 calendar days after notice of award by the Owner in writing, the check and the money represented by said check shall be forfeited to the Owner, or in the event that a bond is deposited, said bond shall be deemed to be forfeited.

Bids shall be sealed in an envelope marked and addressed as set forth in the Notice Inviting Sealed Proposals (Bids) ("Notice"). Bids shall be addressed to the attention of the "Engineering Manager," and delivered to Owner at the location designated in the Notice on or before the day and hour set for the opening of bids in the Notice, and shall bear the name of the Bidder. It is the sole responsibility of the Bidder to see that a bid is delivered and received in proper time. Any bid received after the scheduled closing time for receipt of bids shall be returned to the Bidder unopened.

Bidders shall not be relieved of any bid submitted because of a mistake, unless with the written consent of the Owner. The Owner consents to the withdrawal of any bids by a Bidder prior to the scheduled time for opening of the bids as specified in Subsection 2-4 of the General Provisions. Any withdrawal of bids thereafter shall be only with the Owner's written consent.

2-4 WITHDRAWAL OF BID

A Bidder may withdraw a bid either personally or by a signed written request (delivered to the Owner prior to the time scheduled for the opening of bids) any time before the scheduled time for opening of the bids.

2-5 BIDDERS INTERESTED IN MORE THAN ONE BID

No person, partnership, or corporation shall be allowed to make or file, or have an interest in more than one bid for the Work, unless alternative bids are called for. A person, partnership, or corporation submitting a subproposal to a Bidder, or who has quoted prices on material to a Bidder, is not thereby disqualified from submitting a subproposal or quoting prices to other Bidders. For purposes of this section, whether a bidder has an "interest" in a another bidder shall be at the sole discretion of Owner, and shall include, but not necessarily be limited to, circumstances when a person or entity with an ownership interest of 10 percent or more in the Bidder likewise has a 10 percent or more ownership interest in another bidder.

2-6 INTERPRETATION OF PLANS AND OTHER DOCUMENTS

Any person, or party, contemplating submitting a bid for the proposed Contract who is in doubt as to the true meaning of any part of the Plans, Specifications, or other Contract Documents, or finds discrepancies in, or omissions from the Plans, Specifications or other Contract Documents, may submit to the Owner a written request for an interpretation or correction thereof. The person, or party submitting the request will be responsible for its prompt delivery. An interpretation or correction of the documents will be made only by addendum duly issued by the Owner; a copy of such addendum will be mailed or delivered to each person, or party, receiving a set of such documents. The Owner and the Owner's Representative will not be responsible for any other explanation or interpretation of the Contract Documents.

2-7 EXISTING CONDITIONS AND EXAMINATIONS OF CONTRACT DOCUMENTS

The Bidder shall carefully examine the Contract Documents and the Site where the Work is to be performed. The submittal of a bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered and as to the character, quality, and scope of work.

The plans for the Work show conditions as they are supposed or believed by the Owner to exist; but it is not intended or to be inferred that the conditions are actually existent. **The Owner and the Owner's Representative shall not be liable for any loss sustained by the Contractor as a result of any variance of the conditions as shown on the Plans and the actual conditions revealed during the progress of the Work or otherwise.**

Where the Owner or the **Owner's Representative** or their respective consultants have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations were made only for the purpose of study and design. The conditions indicated by such investigations apply only at the specific location of each boring or excavation at the time the borings or excavations were made. Where such investigations have been made, Bidders or Contractors may inspect the records as to such investigations subject to and upon the conditions hereinafter set forth. The inspection of the records shall be made at the office of the Owner.

The records of such investigations are not a part of the Contract and are shown solely for the convenience of the Bidder or Contractor. It is expressly understood and agreed that the Owner, the **Owner's Representative**, and their consultants assume no responsibility whatsoever with respect to the sufficiency or accuracy of any such investigations; the records thereof; or of the interpretations set forth therein or made by the Owner's consultants, the **Owner's Representative** or their consultants in the use thereof by the **Owner's Representative**, and there is no warranty or guarantee, either expressed or implied, that the conditions indicated by such investigations or records thereof are representative of those existing throughout the areas, or any part thereof, or that unforeseen developments may not occur, or that materials other than, or in proportions different from those indicated may not be encountered.

When a log of test borings showing a record of the data obtained by the investigation of subsurface conditions by the Owner, the **Owner's Representative**, or their consultants is included with the Plans, it is expressly understood and agreed that said log of test borings does not constitute a part of the Contract, represents only the opinion of the Owner or the **Owner's Representative** or their consultants as to the character of the materials encountered by them in the test borings, is included in the Plans only for the convenience of Bidders, and its use is subject to all of the conditions and limitations set forth in this article.

The availability or use of the information described in this section is not to be construed in any way as a waiver of the provisions of the first paragraph in this section and a Bidder or Contractor is cautioned to make such independent investigations and examinations as necessary to satisfy the Bidder or Contractor as to conditions to be encountered in the performance of the Work. No information derived from such inspection of records, investigations, or compilation thereof made by the Owner, the **Owner's Representative**, or their consultants will in any way relieve Bidder or Contractor from any risk or from properly fulfilling the terms of the Contract.

2-8 ADDENDA

Addenda issued in writing by the Owner before the time in which to submit bids expires or forming part of the Contract Documents furnished to the Bidder for preparation of this bid shall be covered in the bid, and shall be made a part of the Contract.

2-9 BIDDERS LIMITATIONS

A Bidder who claims a mistake, or who forfeits own bid security shall be prohibited from participating in further bidding on the Project or the Work on which the mistake was claimed or the security forfeited.

2-10 BIDDER INVESTMENTS IN IRAN.

Subject to certain exceptions, the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) prohibits a party that engages in investment activities in Iran, as described in Public Contract Code Section 2202.5, from entering into any contract of \$1,000,000 or more for goods or services to be provided to a public entity. Each bidder must complete, execute, and submit with its bid the "Certification Regarding Iran Contracting Act" form included in the required bidding forms, to thereby certify to the Owner that: (i) the bidder is not identified on any list prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; (ii) the bidder is not a financial institution that, for 45 days or more, extends \$20,000,000 or more in credit to any other person or entity identified on any list prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran; (iii) the Owner has exempted the bidder from the prohibition after making a public finding that, absent the exemption, the Owner will be unable to obtain the goods and/or services to be provided pursuant to the Contract; or (iv) the bidder's bid, including any and all additive alternates, does not exceed \$1,000,000.

SECTION 3

AWARD AND EXECUTION OF CONTRACT

3-1 AWARD OF CONTRACT OR REJECTION OF BIDS

The award of the Contract, if it is awarded, normally will be to the lowest Bidder complying with the instructions contained in the Contract Documents. **The Owner, however, reserves the right to select the criteria and schedules under which the bids are to be compared, to reject any and all bids, and to waive any informality in bids received.** If, in the sole judgment and sole discretion of the Owner, the bid does not meet the Owner's criteria, it shall, among other reasons, be considered sufficient grounds for rejection of the entire bid.

The Owner shall have ten (10) days, unless otherwise specified in the Special Provisions, after the opening of bids within which to accept or reject the bids. No Bidder may withdraw or amend a bid during said period.

The Owner will return the Bid guarantees, except Bidder bonds and any guarantees which have been forfeited, to the respective Bidder whose Bids they accompanied within ten (10) days after the execution of the Contract by the successful Bidder or rejection of all bids.

Before award of the Contract, any Bidder, upon request, shall furnish to Owner a recent statement of the Bidder's financial condition and previous construction experience or such other evidence of qualifications as may be requested by the Owner. By submitting a bid each Bidder acknowledges and agrees that Owner may, in its sole discretion, request this information, and that the failure of a Bidder to provide such information in a prompt manner shall, among other reasons, be considered sufficient grounds for rejection of the entire bid.

In the event that a Bidder refuses or fails to complete all necessary certifications and documents within fifteen (15) days, including, but not limited to, the required bonds and insurance certificates and endorsements, the Owner may, thereafter, determine to award the Contract to another Bidder meeting the Owner's criteria and complying with the instructions contained in the Contract Documents.

3-2 CONTRACT AND BONDS

The Contract Form, forms of bonds, and other documents which the successful Bidder, as Contractor, will be required to execute are included in the Contract Documents and should be carefully examined by the Bidder. **No substitution of forms will be permitted.**

The successful Bidder, simultaneously with the execution of the Contract, will be required to furnish a Payment Bond in an amount equal to 100 percent of the Contract price; said bond shall be secured from a surety company satisfactory to the Owner and who is an admitted surety

insurer as defined by Code of Civil Procedure Section 995.120. Said bond shall continue in full force and effect for the guarantee period.

In the event that a Bidder refuses, or fails, to execute the Contract Form, and to complete all necessary certifications and documents necessary in order for the Contract Documents to be fully executed by the Bidder, the Owner may, thereafter, determine to award the Contract to another Bidder meeting the Owner's criteria and complying with the instructions contained in the Contract Documents.

3-3 EXECUTION OF CONTRACT

The Contract Form shall be signed by the successful Bidder and returned to the Owner, together with the Contract bonds and Certificates of Insurance coverage, within fifteen (15) calendar days after the mailing date of the Notice of Award. The Contract Form, bonds, Certificates of Insurance, and other documents to be executed by the Contractor shall be executed in original-quadruplicate, two of which shall be filed with the Owner, one with the Owner's attorney, and one with the Contractor. Following receipt and approval of the executed Contract Documents, the Owner will issue a Notice to Proceed. The receipt of this notice will be authorization for the Contractor to begin work. The date of the Notice to Proceed will constitute the starting time of the Time of Completion.

Notwithstanding the provisions of this Section 3-3, Owner may, at Owner's sole discretion, before the issuance of a Notice to Proceed, authorize Contractor to proceed with the submission of submittals, as contemplated by Section 5-12, or with the ordering of materials as contemplated by the Accepted Bid, in which case Owner shall be responsible for those costs set forth in the Accepted Bid associated with such submittals and materials, as applicable. Nothing in such Pre-Authorizations for Submittals or Pre-Authorizations for Materials, or both, shall be deemed to trigger those dates and obligations otherwise associated with a Notice to Proceed. Contractor shall be responsible for any storage costs associated with the early delivery of such materials. Nothing in this Section 3-3 shall alter Contractor's obligations with respect to the quality of the work and/or materials as forth in these Contract Documents, including, but not limited to, Sections 5-9 and 5-10.

3-4 FAILURE TO EXECUTE CONTRACT

Failure by a Bidder to whom the Contract is awarded to execute the Contract Form and file acceptable bonds and Certificates of Insurance coverage within the time limits specified and as provided herein shall be just cause for the annulment of the award and the forfeiture of the bid bond.

SECTION 4

SCOPE OF WORK

4-1 WORK TO BE DONE

The Work to be done consists of furnishing all labor, materials, methods or processes, implements, tools, and machinery which are required for, or appurtenant to, the construction and completion of the entire project designated in the Plans and Specifications, and to leave the grounds in a neat condition. Any work not shown in the Plans or Specifications, but necessary to complete the Work according to law and governmental codes and regulations, shall be performed by the Contractor as if in the Plans and Specifications. In the event that a conflict or contradiction is discovered between the Bid language and Owner's standard contract terms, Owner's standard contract terms shall prevail.

4-2 CHANGES IN THE WORK

The Owner may, in its discretion, require changes in, additions to, or deductions from the Work. Adjustments, if any, in the amounts to be paid to the Contractor by reason of any such change, addition, or deduction shall be determined as set forth in the subsection on estimates and payments in the General Provisions.

The Owner's Representative may order minor changes in the Work through a Field Modification Report. These minor changes may not necessarily involve an increase or decrease in the Contract amount or Time of Completion and may be inconsistent with the purposes for which the work is being constructed. If the Contractor believes that any order for minor changes in the Work involves changes in the Contract amount or Time of Completion, the Contractor shall submit to the Owner an itemized request for a change order within ten (10) days of completion of such work. No payment will be made for additional costs not authorized in writing by Owner. The Contractor's request for a change order must be justified and in accordance with these Specifications. If, after review, the Owner finds the change order request is justified, the Owner will then process a formal change order.

No payment for changes in the Work will be made and no change in the Time of Completion by reason of changes in the Work will be made, unless the changes are covered in the Field Modification Report, or a change order is processed, as approved by the Owner.

4-3 REMOVAL OF OBSTRUCTIONS

The Contractor shall remove and dispose of all structures, debris, or other obstructions of any character necessary to accommodate the Work. Where such obstructions consist of improvements not required by law to be removed by the Owner thereof, all such improvements shall be removed, maintained, and permanently replaced by the Contractor at the Contractor's expense.

4-4 EXISTING UNDERGROUND UTILITIES

a. GENERAL

The Owner has endeavored to determine the existence of Utilities at the Site of the Work from the records of the owners of known Utilities in the vicinity of the Work. The positions of these Utilities, as derived from such records, are shown on the Plans.

No excavations were made to verify the locations shown for underground Utilities. It shall be the responsibility of the Contractor to determine the exact location of all Utilities and/or service connections thereto. The Contractor shall make investigations, including exploratory excavations, to determine the locations of such Utilities and/or service connections thereto, prior to commencing work which could result in damage to such Utilities. The Contractor shall immediately notify the Owner's representative as to any Utility discovered in a different position than shown on the Plans or which is not shown on the Plans.

b. MAIN OR TRUNKLINE FACILITIES

Pursuant to Section 4215 of the Government Code, the Owner has the responsibility to identify, with reasonable accuracy, existing main or trunkline Utility facilities on the Plans and Specifications. In the event that main or trunkline facilities are not identified with reasonable accuracy in the Plans and Specifications, the Owner shall assume the responsibility for their timely removal, relocation, or protection.

The Contractor shall be compensated by the Owner for the costs of locating and repairing damages, and removing or relocating such main or trunkline facilities not indicated with reasonable accuracy in the Plans and Specifications, and for equipment in the Project necessarily idled during such Work. In this regard, the Contractor will be required to do such Work in accordance with the article on changes in the Work.

Alternatively, the Owner may make changes in the alignment and grade of the Work to obviate the necessity to remove, relocate, or temporarily maintain the Utility in accordance with the article on changes in the Work, or the Owner may make arrangements with the owner of the Utility for such Work to be done at no cost to the Contractor.

The Contractor shall not be assessed a forfeiture for delay in completion of the Project (as specified in Section 6-6 hereof) when such delay is caused by the failure of the Owner or the owner of the Utility to provide for the removal or relocation of all such main or trunkline facilities not indicated with reasonable accuracy.

Nothing herein shall preclude the Owner from pursuing any appropriate remedy against the owner of the Utility for delays which are caused by or are the responsibility of the owner of the Utility.

Nothing herein shall be construed to relieve the owner of the Utility from any obligation as required either by law or by contract to pay the cost of removal or relocation of existing Utility facilities.

If the Contractor, while performing the Contract, discovers Utility facilities not identified by the Owner in the Contract Plans or Specifications, the Contractor shall immediately notify the Owner and the owner of the Utility in writing.

The public Utility, where they are the owner, shall have the sole discretion to perform repairs or relocation Work or permit the Contractor to do such repairs or relocation Work at a reasonable price.

c. OTHER UTILITIES

The Owner has endeavored to determine the existence of Utilities at the job site from the records of known Utilities in the vicinity of the Work. The positions of these Utilities derived from such records are shown on the Plans. No excavations were made to verify the locations shown for underground Utilities. It shall be the responsibility of the Contractor to determine the exact locations of all Utilities and/or service connections thereto. The Contractor shall be responsible for making investigations, including exploratory excavations, to determine the locations and type of Work which could result in damage to such Utilities. The Contractor shall immediately notify the Owner's representative as to any Utility discovered in a different position from that shown on the Plans or which is not shown on the Plans.

In case it should be necessary to remove, relocate, or temporarily maintain a Utility because of interference with the Work, the Work on the utility shall be performed and paid for as follows:

When it is necessary to remove, relocate or temporarily maintain a service connection, the cost of which is not required to be borne by the owner of the Utility thereof, the Contractor shall bear all expenses incidental to the Work on the service connection. The Work on the service connection shall be done in a manner satisfactory to the owner of the Utility thereof; it being understood that the owner of the Utility has the option of doing such Work or permitting the Work to be done by the Contractor.

When it is necessary to remove, relocate, or temporarily maintain a Utility which is in the position shown on the Plans, the cost of which is not required to be borne by the owner of the Utility thereof, the Contractor shall bear all expenses incidental to the work on the utility. The Work on the Utility shall be done in a manner satisfactory to the owner of the

Utility thereof; it being understood that the owner of the Utility has the option of doing such Work or permitting the Work to be done by the Contractor.

When it is necessary to remove, relocate, or temporarily maintain a Utility which is not identified on the Plans with reasonable accuracy and were it in the position shown on the Plans would not need to be removed, relocated, or temporarily maintained, the cost of which is not required to be borne by the owner of the Utility thereof, the Owner will make arrangements with the owner of the Utility for such Work to be done at no cost to the Contractor, or will require the Contractor to do such Work in accordance with the article on changes in the Work or will make changes in the alignment and grade of the Work to obviate the necessity to remove, relocate, or temporarily maintain the Utility. Changes in alignment and grade will be ordered in accordance with the article on changes in the Work.

The right is reserved to governmental agencies and to owners of Utilities to enter at any time upon any street, alley, right-of-way, or easement, for the purpose of making changes in their property made necessary by the Work and for the purpose of maintaining and making repairs to their property.

4-5 FINAL CLEANUP

Upon completion and before making application for acceptance of the Work, the Contractor shall clean all rights-of-way, streets, borrow pits, and all other grounds occupied by the Contractor in connection with the Work of all rubbish, excess materials, temporary structures, and equipment, and all parts of the Work and ground occupied by the Contractor shall be left in a neat and presentable condition.

4-6 EXISTING UNDERGROUND CONDITIONS

- a. Pursuant to Section 7104 of the Public Contracts Code, the Contractor shall promptly, and before the following conditions are disturbed, notify the Owner, in writing, of any:
 1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 2. Subsurface or latent physical conditions at the site differing from those indicated in the Contract Specifications or by information about the site made available to bidders prior to the deadline for submitting bids.
 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work as provided for herein.

- b. The 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 the Contractor's cost of, or the time required for, performance of any part of the Work, the Owner shall issue a change order with respect thereto under the change order procedures described herein.
- c. In the event that a dispute arises between the Owner and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for herein, but shall proceed with all Work to be performed under this Contract. The Contractor shall retain any and all rights provided for herein and by law which pertain to the resolution of disputes and protests between the contracting parties.

SECTION 5

QUALITY OF WORK

5-1 AUTHORITY OF THE OWNER'S REPRESENTATIVE

The Owner's Representative(s), as named in writing by the Owner, shall, on behalf of the Owner, resolve any and all questions which may arise as to the quality or acceptability of materials and equipment furnished and work performed and answers all questions as to the interpretation of the Plans and Specifications. The Owner's Representative may be represented on the job site by authorized assistants.

5-2 PLANS AND SUPPLEMENTAL DRAWINGS

The Plans shall be supplemented by such drawings as are necessary to define the Work adequately. All such drawings delivered to the Contractor by the Owner's Representative shall be deemed written instructions to the Contractor. Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intention of Contract Documents is to include all labor, materials, equipment, and transportation necessary for the proper execution of the Work. Materials or Work described in words which so applied have a well-known technical or trade meaning and shall be deemed to refer to such recognized standards.

The Owner will furnish to the Contractor, free of charge, five (5) copies of Plans and Specifications for the execution of the Work. The Contractor shall pay for all costs of any additional copies of Plans and Specifications. The Contractor shall keep one set of Plans and Specifications in good order available to the Owner's Representative at the job site.

5-3 CONFORMITY WITH CONTRACT DOCUMENTS AND ALLOWABLE DEVIATIONS

The Work shall conform to the lines, grades, dimensions, tolerances, and material and equipment requirements shown on the Plans or set forth in the Specifications. Although measurement, sampling, and testing may be considered evidence as to such conformity, the Owner's representative shall be the sole judge as to whether the Work or materials deviate from the Plans and Specifications, and the Owner's Representative decision as to any allowable deviations therefrom shall be final.

If specific lines, grades, and dimensions are not shown on plans, those furnished by the Owner's Representative shall govern.

5-4 COORDINATION OF PLANS AND SPECIFICATIONS

The Specifications, Plans, and other Contract Documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be cooperative and to describe and provide for the complete Work. In the event of an apparent difference between Plans and Specifications, reference shall be made to the Owner's Representative whose written decision thereon shall be final and binding.

Special Provisions shall govern over General Provisions and Standard Specifications. Technical Provisions shall govern over Special Provisions. Permit conditions shall prevail over other documents, except that, in all cases, the most restrictive condition shall govern overall.

5-5 INTERPRETATION OF PLANS AND SPECIFICATIONS

Figured dimensions of drawings shall govern, but Work not dimensioned shall be as directed by the Owner. Work not particularly shown or specified shall be the same as similar parts that are shown or specified. Large scale details shall take precedence over smaller scale drawings as to shape and details of construction. Specifications shall govern as to materials, work quality, and installation procedures. Plans and Specifications are intended to be fully cooperative and to agree. The Specification calling for the higher quality material or method shall prevail. In the event of any discrepancy between any Plans and the figures thereon, the figures shall be taken as correct. In the event of any doubt or question arising respecting the true meaning of the Specifications, reference shall be made to the Owner's Representative whose decision thereon shall be final.

The Owner's Specifications shall apply for materials and methods of construction not specifically or otherwise shown or specified in the project Plans and Specifications. This shall include the Owner's Rules and Regulations for Water Service.

5-6 ERRORS OR DISCREPANCIES NOTED BY CONTRACTOR

If the Contractor, either before commencing Work or in the course of the Work, finds any discrepancy between the Specifications and the Plans or between either of them and the physical conditions at the job site or finds any error or omission in any of the Plans or in any survey, the Contractor shall promptly notify the Owner's Representative, in writing, of such discrepancy, error, or omission. If the Contractor observes that any Plans or Specifications are at variance with any applicable law, ordinance, regulation, order, or decree, the Contractor shall promptly notify the Owner's Representative, in writing, of such conflict.

The Owner's Representative, on receipt of any such notice, will promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, any Work done by the Contractor after discovery of such error, discrepancy, or conflict which is directly or indirectly affected by such error, discrepancy, or conflict will be at the Contractor's own risk and expense.

If there is a disagreement between the Owner and the Contractor as to the interpretation of the Specifications and/or Plans and it becomes a point of contention between the Owner and the Contractor as to liability for Work required, the Owner shall identify in writing the specific disputed portions, and may direct the Contractor to proceed with the Work and accept payment therefore in an amount as later agreed upon or as may be fixed in a court of law. In proceeding under protest, as provided herein, the Contractor shall keep accurate records of the costs on the disputed portion of the Work and shall make available to the Owner's Representative a daily summary of the hours and classification of equipment and labor utilized on the disputed portion of the Work, as well as a summary of any materials or any specialized services which are used. The Contractor is cautioned that when proceeding under the provisions of this paragraph, the Contractor is not working on an approved "force account" basis.

5-7 SUPERINTENDENCE

The Contractor shall provide competent supervision of the Work. Unless personally present on the premises where the Work is done, the Contractor shall designate to the Owner an authorized representative who shall have the authority to represent and act for the Contractor, and any written or verbal directions or requests of the Owner's Representative delivered to such Contractor representative shall have the same force and effect as if delivered to the Contractor.

Said authorized representative shall be present at the job site at all times while Work is actually in progress on the Contract. When Work is not in progress and during periods when Work is suspended, arrangements acceptable to the Owner's Representative shall be made for any emergency Work which may be required.

Whenever the Contractor varies the period during which Work is carried on each day, the Contractor shall give advance due notice to the Owner's Representative so that inspection may be provided. Any Work done in the absence of the Owner's Representative shall be subject to rejection.

5-8 INSPECTION

The Owner's Representative shall at all times have access to the Work during construction and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, work quality, and character of materials and equipment used and employed in the Work.

Whenever the Contractor varies the period during which Work is carried on each day, the Contractor shall give due notice to the Owner's Representative so that inspection may be provided. Any Work done in the absence of the Owner's Representative shall be subject to rejection. (See Section 5-9).

All installations which are to be backfilled or otherwise covered shall be inspected by the Owner's Representative prior to backfilling or covering, and the Contractor shall give due notice in advance of backfilling or covering to the Owner's Representative so that inspection may be provided.

The inspection of the Work shall not relieve the Contractor of any obligations to fulfill the Contract as prescribed. Defective Work shall be made good and unsuitable materials and equipment may be rejected notwithstanding the fact that such defective Work and unsuitable materials and equipment have been previously inspected by the Owner's Representative or that payment therefore has been included in an estimate for payment.

5-9 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

All Work which has been rejected shall be remedied or removed and replaced by the Contractor, at its sole cost and expense, in a manner acceptable to the Owner, and no compensation will be allowed for such removal, replacement, or remedial Work. Any Work done beyond the lines and grades shown on the Plans or established by the Owner's Representative or any changes in, additions to, or deductions from the Work done without written authority will be considered as unauthorized and will not be paid for. Work so done may be ordered, remedied, removed, or replaced at the Contractor's expense.

Failure on the part of the Contractor to comply promptly with any order the Owner's Representative made under the provisions of this article shall give the Owner's Representative authority to cause rejected work or unauthorized work to be remedied, removed, or replaced and to deduct the costs from any moneys due or to become due the Contractor.

5-10 DEFECTIVE MATERIALS

All materials not conforming to the Specifications shall be considered defective and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the job site at the Contractor's sole cost and expense. No rejected material, the defects of which have been subsequently corrected, shall be used until permitted by the Owner's Representative.

Failure on the part of the Contractor to comply with any requirement of the Owner's Representative made under the provisions of this subsection shall give the Owner authority to remove or replace defective material at the sole cost and expense of the Contractor.

5-11 EQUIPMENT

Only equipment suitable to produce the quality of Work and materials required will be permitted to operate on the project. Such equipment shall be maintained in a good state of repair during the progress of the Work. No obsolete or badly worn equipment shall be used. Manufacturer's ratings shall not be exceeded.

The Contractor shall provide adequate and suitable equipment to meet the above requirements and, when ordered by the Owner's Representative, shall remove unsuitable equipment from the job site.

5-12 SHOP DRAWINGS

Shop drawings are drawings, diagrams, illustration, schedules, performance charts, brochures, and other data which are prepared by the Contractor or any subcontractor, manufacturer, supplier, or distributor and which illustrate some portion of the Work.

The Contractor shall review, approve, and submit for review by the Owner's Representative, shop drawings as called for in the Special Provisions and Standard Specifications or as requested by the Owner's Representative. Drawings shall be submitted in sextuplet to the Owner's Representative and be accompanied by a Shop Drawing Transmittal Form, a copy of which is found in Appendix D. Shop drawings shall show the name of the project, the name of the Contractor, and, if any, the names of suppliers, manufacturers, and subcontractors. Shop drawings shall be submitted with promptness and in orderly sequence as to cause no delay in prosecution of the Work.

Shop drawings shall be complete in all respects. If the shop drawings show any deviations from the requirements of the Plans and Specifications because of standard shop practices or other reasons, the deviations and the reasons therefore shall be attached to the Shop Drawing Transmittal.

By submitting shop drawings, the Contractor represents that material, equipment, and other Work shown thereon conforms to the Plans and Specifications, except for the deviations set forth in the Shop Drawing Transmittal Form.

Within fifteen (15) calendar days after receipt of said drawings, the Owner's Representative shall return two prints of the drawings to the Contractor with comments noted thereon. If so noted by the Owner's Representative, the Contractor shall correct the drawings and resubmit them in the same manner as specified for the original submittal. The Contractor shall direct specific attention in the Shop Drawing Transmittal Form and attachments accompanying resubmitted shop drawings to revisions other than the corrections requested by the Owner's Representative on previous submittals.

The review by the Owner's Representative is only of general conformance with the design concept of the project, and general compliance with the Plans and Specifications and shall not be construed as relieving the Contractor of the full responsibility for: providing materials, equipment, and Work required by the Contract; the proper fitting and construction of the Work; the accuracy and completeness of the shop drawings; selecting fabrication processes and techniques of construction; and performing the Work in a safe manner.

No portion of the Work requiring a shop drawing submittal shall be commenced until the submittal has been reviewed by the Owner's Representative and returned to the Contractor with a notation indicating that resubmittal is not required.

5-13 STANDARDS, CODES, AND TEST

Whenever reference is made to a standard, code, specification, or test and the designation representing the date of adoption or latest revision thereof is omitted, it shall mean the latest revision of such standard, code, specification, or test in effect on the day the Notice Inviting Sealed Proposals (Bids) is dated.

5-14 QUALITY AND SAFETY OF MATERIALS AND EQUIPMENT

All equipment, materials, and supplies to be incorporated in the Work shall be new, unless otherwise specified. When the quality of a material, process, or article is not specifically set forth in the Plans and Specifications, the best available quality, as approved by Owner, of the material, process, or article shall be provided.

Whenever any material, process, or article is indicated or specified by grade, patent or proprietary name, or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of the materials, process, or articles desired and shall be deemed to be followed by the words "or approved equal," and the Contractor may offer any material, process, or article which shall be substantially equal or better in every respect to that so indicated or specified; provided, however, that if the material, process, or article offered by the Contractor is not, in the opinion and sole discretion of the Owner's Representative, equal or better thereof in every respect to that specified, then the Contractor must furnish the material, process, or article specified or one that in the opinion and sole discretion of the Owner's Representative is the substantial equal or better thereof in every respect. In the event that the Contractor furnishes material, process, or article more expensive than that specified, the difference in cost of such material, process, or article so furnished shall be borne by the Contractor.

In accordance with Section 3400 of the Public Contracts Code of the State of California, the Contractor shall submit data substantiating requests for substitution of "equal" items within 35 days after award of the contract. This 35-day period of time is included in the number of days allowed for the completion of the Work.

All materials, equipment, and supplies provided shall, without additional charge to Owner, fully conform with all applicable State and Federal safety laws, rules, regulations, and orders, and it shall be the Contractor's responsibility to provide only such materials, equipment, and supplies notwithstanding any omission in the Contract Documents therefore or that a particular material, equipment, or supply was specified.

5-15 MATERIAL SOURCES, SAMPLES, AND TESTS

The Contractor shall furnish the Owner's Representative with a list of the Contractor's sources of materials in sufficient time to permit proper inspecting and testing of materials to be furnished from such listed sources in advance of their use. The Contractor shall furnish, without charge, such samples, certifications, mill reports, and tests as required.

Inspections and tests may be made by the Owner's Representative or designated representative, but it is understood that such inspections and tests, if made at any point other than the point of incorporation in the Work, in no way shall be considered as a guarantee of acceptance of such material or of continued acceptance of material presumed to be similar to that upon which inspections and tests have been made. At the Owner's option, the Contractor's supplier of materials and manufacturer may be required to provide all testing, certificates of compliance, mill reports and certifications, samples or any other reports as required by the **Owner's Representative** to ascertain compliance to the requirements of these Contract Documents. All such items, including all inspection and testing, shall be furnished at the Contractor's expense at no additional charge to the Owner, and shall be included in the cost of the items to be provided.

Tests of materials shall be made in accordance with commonly recognized procedures of technical organizations and such special procedures as prescribed in the Specifications. Materials shall be sampled and tested at such times during the progress of the Work as deemed required by the Owner's Representative, and the Contractor shall pay for all testing of samples as required.

5-16 STORAGE OF MATERIALS AND EQUIPMENT

All materials for use in the Work shall be stored by the Contractor in such a manner as to prevent damage from exposure to the elements, admixture of foreign materials, or from any other cause. The Contractor shall be entirely responsible for damage or loss by weather or other causes.

The Owner may, for some projects, require special methods for storage of materials and equipment. In addition, the storage of excavated material may require the Contractor to make special arrangements. The specific requirements, if needed, are set forth in the Special Provisions.

5-17 GUARANTEES

In addition to guarantees required elsewhere, the Contractor shall and hereby does guarantee all Work for a period of one (1) year after the date when the Owner records the Notice of Completion for the Work at the County of Orange. The Contractor shall, at the Contractor's sole cost and expense, repair and replace any and all such Work, together with any other Work which may be displaced in so doing, that may prove defective in work quality and/or materials within the one year period from the date of recording the Notice of Completion, without expense whatsoever to the Owner, ordinary wear and tear and unusual abuse or neglect excepted. In the

event of failure to comply with the above-mentioned conditions within one (1) week after being notified thereof in writing, the Owner is hereby authorized to proceed to have the defects repaired and made good at the expense of the Contractor who hereby agrees to pay the cost and charges therefore immediately on demand.

Any and all faithful Performance Bond(s) and the Payment Bond(s) provided by the contractor for this contract shall continue in full force and effect for the guarantee period.

If, in the opinion of the Owner, defective Work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the Owner, Owner's property or to prevent interruption of operations of the Owner, the Owner will attempt to give the notice required by this subsection. If the Contractor cannot be contacted or does not comply with the Owner's request for correction within a specified time as determined by the Owner, the Owner may, notwithstanding the provisions of this subsection, proceed to make such correction or provide such attention; and the costs of such correction or attention shall be charged against the Contractor.

Such action by the Owner will not relieve the Contractor of the guarantees provided in this subsection or elsewhere in this contract.

This subsection does not, in any way, limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period of time. Contractor shall furnish Owner all appropriate guarantee or warranty certificates upon completion of the Work.

5-18 CONSTRUCTION DEWATERING

Dewatering may be necessary on this project. The Contractor must comply with all requirements for establishing, operating, and monitoring a construction dewatering program as provided for in the Special Provisions. The Contractor's program must meet all requirements of the California Regional Water Quality Control Board (Santa Ana Region).

SECTION 6

PROSECUTION AND PROGRESS

6-1 SUBCONTRACTING

If the Contractor shall subcontract any part of this Contract, the Contractor shall be fully responsible to the Owner for the acts and omissions of each Subcontractor and of the persons either directly or indirectly employed by each Subcontractor as for the acts and omissions of persons directly employed by the Contractor. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner, and any subcontractor to be bound by the terms of the Contract Documents as applicable to the Work.

The Owner, as a public agency (as defined in public Contracts Code Section 1100), may not permit a contractor or subcontractor who (1) is ineligible to bid or work on, or be awarded, a public works contract pursuant to Section 1777.1 of 1777.7 of the Labor Code; or (2) not registered as a public works contractor with the DIR pursuant to Section 1725.5 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on any of its public works contracts. Contractor shall not subcontract any part of this Contract or allow any person or party to provide work for the Contractor as a subcontractor pursuant to this Contract, or as applicable to the Work, who is, or has been determined to be, ineligible to perform work on public works projects pursuant to Section 1777.1 or 1777.7 of the California Labor Code. A debarred subcontractor may not receive any public funds or monies for performing work as a subcontractor on the contract any monies paid to the Contractor which are determined to have been paid to a debarred subcontractor by the Contractor under the terms of this Contract shall be returned by the Contractor to the owner. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to do, or has done, any Work under this Contract.

6-2 SUBSTITUTION OF SUBCONTRACTOR

Contractor may not substitute a person as a subcontractor in place of a subcontractor listed on the Bid Form or the Proposed List of Subcontractors, except with the consent of Owner, which shall be provided only in the following circumstances:

- (1) When the listed subcontractor, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans, and specifications for the project involved or the terms of that subcontractor's written bid, is presented to the subcontractor by the prime contractor.
- (2) When the listed subcontractor becomes bankrupt or insolvent.

- (3) When the listed subcontractor fails or refuses to perform his or her subcontract.
- (4) When the listed subcontractor fails or refuses to meet Contractor's bond requirements as set forth in Public Contract Code Section 4108.
- (5) When Contractor demonstrates to Owner, or its duly authorized officer, subject to the further provisions set forth in Public Contract Code Section 4107.5, that the name of the subcontractor was listed as the result of an inadvertent clerical error.
- (6) When the listed subcontractor is not properly licensed.
- (7) When Owner determines that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or that the subcontractor is substantially delaying or disrupting the progress of the work.
- (8) When the listed subcontractor is ineligible to work on a public works project pursuant to Labor Code Sections 1777.1 or 1777.7.
- (9) When Owner determines that a listed subcontractor is not a responsible contractor.
- (10) When the Owner determines that the listed subcontractor is not registered as a public work contractor with the DIR, and has failed to cure the same within the time allotted by law.

Prior to any approval by Owner of Contractor's request for the substitution, Owner, or its duly authorized officer, shall give notice in writing to the listed subcontractor of Contractor's request to substitute and of the reasons for the request. The notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been so notified has five working days within which to submit written objections to the substitution to Owner. Failure to file written objections shall constitute the listed subcontractor's consent to the substitution.

If written objections are filed, Owner shall give written notice of at least five working days to the listed subcontractor of a hearing by Owner on the Contractor's request for substitution.

6-3 ASSIGNMENT

The performance of the Contract may not be assigned, except upon the prior written consent of the Owner. Consent will not be given to any proposed assignment which would relieve the original Contractor or the Contractor's surety of responsibility under the Contract, nor will the Owner consent to any assignment of a part of the Work under the Contract.

Upon obtaining a prior written consent to the Owner, the Contractor may assign moneys due or to become due under the Contract, to the extent permitted by law. Any assignment of moneys shall be subject to all proper setoffs in favor of the Owner and to all deductions provided for in the Contract, and particularly all money withheld, whether assigned or not, shall be subject to being used by the owner for the completion of the Work in the event that the Contractor should be in default therein.

No assignment of this Contract will be approved unless it shall contain a provision that the funds to be paid to the assignee under the assignment are subject to a prior lien for services rendered or materials supplied for performance of the Work called for under the Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

6-4 CONTRACTOR'S CONSTRUCTION SCHEDULE

Within ten (10) days after receipt of the Owner's Notice to Proceed, the Contractor shall deliver to the Owner's Representative a construction progress schedule in a form satisfactory to the Owner's Representative showing the proposed dates of commencement and completion of each of the various parts of the Work and the anticipated amount of each monthly payment that will become due to the Contractor in accordance with the progress schedule.

During the course of construction of the Work, the Owner may require the Contractor to complete portions of the project, including backfill, compaction, testing, paving and site cleanup, before the Contractor will be allowed to proceed with other portions of the project.

The specific requirements and limits of this schedule, if necessary, for this Contract, are specified in the Special Provisions and/or shown on the Plans.

6-5 LANDS AND RIGHTS-OF-WAY

The lands and rights-of-way for the facility to be constructed will be provided by the Owner. The Contractor shall, at its sole cost and expense, make arrangements and pay all expenses for any additional area required outside the limits of the Owner's lands and rights-of-way.

Work in public rights-of-way shall be done in accordance with the requirements of the permit issued by the public agency in whose right-of-way the Work is located in addition to conforming to the Plans and Specifications. If a permit is not required, the Work shall conform to the standards of the public agency involved in addition to conforming to the plans and specifications. (See Section 7-2.)

6-6 TIME FOR COMPLETION, FORFEITURE DUE TO DELAY, AND FORCE MAJEURE

The Contractor shall complete any designated portion of the Work called for under the Contract within the time set forth in the Special Provisions. Contractor shall accelerate Work, crews,

equipment and construction to comply to the schedule as submitted or designated Time of Completion whichever requires less time. The total Time of Completion for the construction Contract as set forth in the Special Provisions will begin on the date of the Notice to Proceed.

In accordance with Government Code 53069.85, and Section 11.5, Contractor agrees to forfeit and pay Owner the amount the greater of \$500, or the amount specified in the Special Provisions, per day for each and every day of delay which shall be deducted from any payments due or to become due the Contractor.

No forfeiture due to delay shall be made because of any delays in the completion of the Work due to unforeseeable causes, or force majeure events, beyond the control and without the fault or negligence of the Contractor, including but not necessarily limited to: (i) any Acts of God, including tidal waves and earthquakes in excess of 3.5 on the Richter Scale; (ii) any war or other similar act of a public enemy; (iii) any act or omission of any government, quasi-government, or public entity, including, without limitation, any utility company; (iv) fires; (v) floods; (vi) any public health emergency, including epidemics, pandemics, and quarantine restrictions; (vii) any riot, insurrection, or other civil disturbance or disobedience; (viii) any strikes, embargoes, interruption in transportation services, or other labor-related action; (ix) unusually severe weather; and (x) delays caused by the failure of the Owner or of a Utility to provide for removal or relocation of existing Utility facilities. Any such delays shall not entitle the Contractor to any additional compensation. The sole remedy of the Contractor shall be an extension of time obtained in accordance with this section.

The Contractor shall, within ten (10) days from the beginning of any such delay, notify the Owner, in writing, of the cause of delay, whereupon the Owner shall ascertain the facts and extent of the delay and extend the time for completing the Work if, in the Owner's judgment, the findings of fact justify such an extension and the Owner's findings of facts thereon shall be final and conclusive.

6-7 EXTENSION OF TIME

The Owner may extend the time fixed for completion of the Work under the Contract from time to time. All applications for extension of time shall be in writing and shall be filed with the Owner before the expiration of the original time fixed in the Contract or as previously extended.

An extension of time may be granted by the Owner after the expiration of the time originally fixed in the Contract or as previously extended, and the extension so granted shall be deemed to commence and be effective from the date of such expiration. Any extension of time shall not release the sureties upon any bond required under the Contract.

6-8 USE OF COMPLETED PORTIONS

When the Work or any portion of it is sufficiently complete to be utilized or placed into service, the Owner shall have the right upon written notification to the Contractor to utilize such portions of the Work and to place the operable portions into service and to operate same.

Upon said notice and commencement of utilization or operation by the Owner, the Contractor shall be relieved of the duty of maintaining the portions so utilized or placed into operation; provided, however, that nothing in this article shall be construed as relieving the Contractor of the full responsibility for completing the Work in its entirety, for making good defective Work and materials, for protecting the Work from damage, and for being responsible for damage and for the Work as set forth in these General Provisions and other Contract Documents, nor shall such action by the Owner be deemed completion and acceptance, and such action shall not relieve the Contractor of the provisions of Section 5-17.

SECTION 7

LEGAL RELATIONS AND RESPONSIBILITIES

7-1 OBSERVING LAWS AND ORDINANCES

The Contractor shall keep fully informed of all existing and future laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work or the materials used in the Work or which in any way affect the conduct of the Work and of all such order and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy of inconsistency is discovered in the Plans, Specifications, or Contract for the Work in relation to any such law, ordinance, regulation, order or decree, shall forthwith report the same to the Owner's Representative in writing.

The Contractor shall, at all times, observe and comply with and shall cause all agents, employees, and Subcontractors to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees and shall hold harmless, indemnify, and defend the Owner, the Owner's Representative, and their consultants, and each of their officers, employees, and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor, the employees, agents, or Subcontractors.

7-2 PERMITS AND LICENSES

Certain permits are required for the construction and/or completion of the Work. These permits are made part of these Contract Documents, and all requirements shall be met solely and fully by Contractor. All costs incurred due to the permit requirements shall be included in the various bid items and no additional allowance will be made for them. The Contractor, at its sole expense and cost, shall procure and maintain during the term hereof all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Work, except as provided in the Special Provisions. Copies of any permits and licenses, including current Contractor's licenses from the State of California, shall be provided to Owner upon request.

7-3 PATENTS

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the Work and shall hold harmless, indemnify and defend the Owner, the Owner's representative, , and their consultants, and each of their officers, employees, and agents from all suits of law or actions of every nature for or on account of the use of any patented materials, equipment, devices, or processes, and all costs of defense and attorney's fees incurred therein by any of the foregoing indemnified persons.

7-4 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall so conduct operations as to offer the least possible obstruction and inconvenience to the public, and shall have under construction no greater length or amount of Work than the Contractor can prosecute properly with due regard to the rights of the public.

Convenient access to driveways, houses, and buildings along the line of Work shall be maintained, and temporary crossings shall be provided and maintained in good condition. Not more than one crossing or intersecting street or road shall be closed at any one time.

The Contractor shall provide and maintain such fences, barriers, directional signs, lights, and flag persons as are necessary to give adequate warning to the public at all times of any dangerous conditions to be encountered as a result of the Work and to give directions to the public.

7-5 RESPONSIBILITY FOR DAMAGE

The Owner, the Owner's Representative, , and their consultants, and all officers, employees and agents thereof, shall not be answerable or accountable in any manner for any loss or damage that may happen to the Work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the Work; for injury to or death of any person either worker or the public; or for damage to property from any cause which might have been prevented by the Contractor, the Contractor's laborers, Subcontractors or anyone employed by the Contractor.

The Contractor shall be solely responsible for any liability imposed by law and for injuries to or death of any person or damage to property resulting from defects of construction or from any cause whatsoever during the progress of the Work or at any time before its completion and final acceptance.

7-6 CONTRACTOR'S RESPONSIBILITY FOR THE WORK

Until the acceptance of the Work, the Contractor shall have the responsible charge and care of the Work and of the materials to be used therein, (including materials for which partial payment has been received or materials which have been furnished by the Owner), and shall bear the risk of injury, loss or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the Work.

The Contractor shall rebuild, repair, restore, and make good all injuries, losses, damages to any portion of the Work or the materials occasioned by any cause before its completion and acceptance, and shall bear the expense thereof. Where necessary to protect the Work or materials from damage, the Contractor shall, at the Contractor's expense, provide suitable drainage and erect such temporary structures as are necessary to protect the Work or materials from damage. The suspension of the Work from any cause whatever shall not relieve the Contractor of his responsibility for the Work and materials as herein specified. If ordered by the Owner's Representative, the Contractor shall, at the Contractor's sole cost and expense, properly store materials which have been partially paid for by the Owner or which have been furnished by

the Owner. Such storage by the Contractor shall be on behalf of the Owner, and the Owner shall, at all times, be entitled to the possession of such materials, and the Contractor shall promptly return the same to the site for the work when requested. The Contractor shall not dispose of any of the materials so stored, except with written authorization from the Owner.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, is authorized to act at the Contractor's discretion to prevent such threatened loss or injury, and shall so act as though instructed to do so by the Owner.

Notwithstanding the foregoing provisions of this article, the Contractor shall not be responsible for the cost of repairing or restoring damage to the work, which damage is determined to have been proximately caused by an Act of God, in excess of five (5) percent of the contracted amount, provided the work is built in accordance with accepted and applicable building standards and the approved Plans and Specifications.

"Acts of God" shall include earthquakes in excess of a magnitude of 3.5 on the Richter Scale, and tidal waves.

7-7 PRESERVATION OF PROPERTY

The Contractor shall exercise due care to avoid injury to existing improvements or facilities, Utility facilities, adjacent property, trees and shrubbery that are not to be removed.

All trees and shrubbery that are not to be removed, and pole lines, fences, signs, survey markers and monuments, buildings, structures, conduits, pipelines under or above ground, sewer and waterlines, all highway or street facilities, and any other improvements or facilities within or adjacent to the Work shall be protected from injury or damage, and the Contractor shall provide and install suitable safeguards to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operation, they shall be replaced or restored, at the Contractor's expense, to a condition as good as when the Contractor entered upon the Work or as good as required by the Plans and Specifications, if any such objects are a part of the Work being performed.

The fact that any such pipe or other underground facility is not shown on the plans shall not relieve the Contractor from responsibility under this subsection.

In addition to any requirements imposed by law, the Contractor shall shore up, brace, underpin, and protect as may be necessary, all foundations and other parts of all existing structures adjacent to and adjoining the site of the Work which are in any way affected by the excavations or other operations connected with the performance of the Work. Whenever any notice is required to be given by the Owner or the Contractor to any adjacent or adjoining landowner or other party before commencement of any Work, such notice shall be given by the Contractor.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, is authorized to act with discretion to prevent such threatened loss of injury and shall so act as though instructed to do so by the Owner.

7-8 EXCAVATION PLANS FOR WORKER PROTECTION

If the total amount of the Contract is in excess of \$25,000, the Contractor shall submit, to the 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 five (5) feet or more in depth. 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 the CAL-OSHA Construction Safety Orders. If, however, the plan does not comply with the CAL-OSHA Construction Safety Orders, the plan shall include a note stating that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of the CAL-OSHA Construction Safety Orders. (NOTE: This plan must be accepted by the “awarding body” or a registered civil or structural engineer employed by the awarding body, to whom the authority to accept has been delegated.)

All shoring submittals shall include surcharge loads from adjacent embankments, construction loads and spoil bank. Submittal shall indicate minimum horizontal distance from top of trench to edge of all surcharge loads for all cases of shoring and side slopes.

7-9 SAFETY

In the performance of this contract the Contractor shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. Safety precautions shall include but shall not be limited to: adequate life protection and lifesaving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses (including but not limited to exposure to the *Coccidioides* fungus and Valley Fever); and adequate facilities for the proper inspection and maintenance of all safety measures

Contractor must obtain all applicable Division of Occupational Safety and Health (CAL-OSHA) permit(s) and others required by California Labor Code and California Government Code, prior to the initiation of any practices, work, method, operation, or process related to the work covered in the contract. Permits required by governmental authorities will be obtained at Contractor's expense.

It is a condition of this contract, and shall be made a condition of each subcontract which the Contractor enters into pursuant to this contract, that the Contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under Cal/OSHA safety and health standards.

The Contractor shall be responsible for the safeguarding of all utilities. At least two working days before beginning work, the Contractor shall call the Underground Service Alert (USA) in order to determine the location of sub-structures. The Contractor shall immediately notify Owner and the utility owner if he/she disturbs, disconnects, or damages any utility.

In accordance with Section 6705 of the California Labor Code, the Contractor shall submit to Owner specific plans to show details of provisions for worker protection from caving ground during excavations of trenches of five feet or more in depth. The excavation/trench safety plan shall be submitted to and accepted by Owner prior to starting excavation. The trench safety plan shall have details showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such a plan varies from the shoring system standards established by the Construction Safety Orders of the California Department of Industrial Relations (Cal/OSHA), the plan shall be prepared by a California registered civil or structural engineer. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with the Cal/OSHA Construction Safety Orders, 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 the Safety Orders. In no event shall the Contractor use a shoring, sloping, or protective system less effective than that required by said Construction Safety Orders. Submission of this plan in no way relieves the Contractor of the requirement to maintain safety in all areas. If excavations or trench work requiring a Cal/OSHA permit are to be undertaken, the Contractor shall submit his/her permit with the excavation/trench work safety plan to Owner before work begins.

7-10 PERSONAL LIABILITY

No officer, employee, or agent of the Owner, the Owner's Representative, or any of Owner's consultants shall be personally responsible for any liability arising under or by virtue of the Contract.

7-11 INDEMNITY

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Owner, its directors, officers, employees, and authorized volunteers from and against all claims, damages, losses and expenses, including reasonable attorneys' fees and costs to defend, arising out of the performance of the work described herein, and caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of Owner, its directors, officers, employees, and authorized volunteers.

7-12 HOURS OF LABOR

The Contractor shall forfeit as a penalty to the Owner \$25.00 for each worker employed in the execution of the Contract by the Contractor or any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and 40 hours in any one (1) calendar week in violation of the provisions of the California Labor Code and, in particular Section 1810 to Section 1815 thereof, inclusive, except that Work performed by employees of the Contractor in excess of 8 hours per day and 40 hours during any one week shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay, as provided in said Section 1815.

7-13 PREVAILING WAGE

- a. The Contractor must be, and shall be deemed and construed to be, aware of and understand the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., and Title 8 of the California Code of Regulations ("CCR"), Section 16000 et seq. (collectively, "Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Unless otherwise noted in the Special Provisions, the Project is a "public works" project, as defined by the Prevailing Wage Laws, and the Contractor must perform all of the Work as a public works project. The Contractor must fully comply, and must ensure full compliance by all Subcontractors and other persons and entities as required, with all applicable Prevailing Wage Laws.
- b. No contractor may bid on or be awarded a contract for a public works project unless the contractor is, and no subcontractor may be listed in any bid for a public works project unless the subcontractor is, currently registered with the Department of Industrial Relations ("DIR") and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1725.5 for an unregistered contractor to submit a bid authorized by Business and Professions Code Section 7029.1 or Public Contract Code Section 20103.5, if the contractor is registered at the time the contract is awarded. Notwithstanding anything to the

contrary, if at any time during the performance of the Work, the Contractor or any of its Subcontractors is not duly registered pursuant to Labor Code Section 1725.5 (including, without limitation, if the registration expires or the DIR revokes the registration), Owner in its sole discretion may cancel the Contract and/or replace the Contractor or Subcontractor with a contractor or subcontractor that is duly registered pursuant to Labor Code Section 1725.5.

- c. Under the provisions of the California Labor Code, the Director of the Department of Industrial Relations (“DIR”) has determined the prevailing rate of wages for the locality in which the Work is to be performed and the Owner has adopted said prevailing rate of wages. A copy of these prevailing rates are on file at the office of the Owner, and shall be made available to any interested party on request. A copy of such wage rates shall be posted on the job site by the Contractor.
- d. In accordance with Labor Code Section 1775, the Contractor and any subcontractor shall forfeit, as a penalty to the District, not more than \$200 and, subject to limited exceptions, not less than certain amounts specified by law, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the Director of the DIR for the work or craft in which the worker is employed. The Contractor or the applicable subcontractor shall pay to each worker the difference between such stipulated prevailing wage rate and the amount paid to the worker for each calendar day or portion thereof for which the worker was paid less than the applicable prevailing wage rates.
- e. The Contractor acknowledges that, in applicable circumstances, the DIR will provide certain services in connection with the Project, in accordance with the California Labor Code, Section 16450 *et seq.* of Title 8 of the CCR and/or other applicable law. In any event, the Contractor and all Subcontractors, at no additional cost to the District, must comply with any and all applicable labor-related requirements, regardless of how implemented, including, without limitation, requirements for payment of wages in accordance with the Prevailing Wage Laws, maintenance, inspection and submittal (electronically, as required) of payroll records, interviewing of workers, *et cetera*. The Contractor, at no additional cost to the District, must cooperate with the DIR, the District, and any District consultants in connection with labor-law compliance matters. The Contractor must post all job-site notices required by law in connection with the Work, including, without limitation, posting required by DIR regulations. The Contractor must make all Subcontractors aware of the foregoing requirements and must require that the Subcontractors comply with all labor-related requirements at no extra cost to the District. The District will coordinate and conduct any mandatory pre-construction conference, and the Contractor and each of its Subcontractors must attend such conference in order to ensure they are aware of applicable labor-law requirements.

7-14 APPRENTICES

The Contractor and each subcontractor shall be responsible for compliance with the provisions of law relating to employment of apprentices, including, without limitation, Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code. As provided by Labor Code Section 1777.7, violations of Labor Code Section 1777.5 may result in forfeiture not to exceed \$100 for each full calendar day of non-compliance. Information regarding apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards of the DIR ("DAS"). **IF THE CONTRACT FALLS WITHIN THE JURISDICTION OF SECTION 1777.5, THE CONTRACTOR MUST NOTIFY OWNER NOT MORE THAN TWENTY-FOUR HOURS AFTER RECEIVING THE NOTICE OF AWARD.**

7-15 PAYROLL RECORDS

The Contractor and each Subcontractor must comply with all applicable provisions of Labor Code Sections 1776 and 1812, which relate to preparing and maintaining accurate payroll records, and making such payroll records available for review and copying by the District, the DIR's Division of Labor Standards Enforcement, and DAS. The payroll records must be certified, maintained at the principal offices of the Contractor, and made available as required pursuant to Labor Code Section 1776. The Contractor must inform the District of the location at which the payroll records are located, including the street address, city, and county, and must, within five working days, provide a notice of any change of location and address. The Contractor and any Subcontractor that fails to timely comply with requests for certified payroll records shall forfeit, as a penalty to the District, \$100 for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, and, in addition to penalties as provided by law, may be subject to debarment pursuant to Labor Code Section 1771.1. In addition, the Contractor and each Subcontractor must comply with Labor Code Section 1771.4(a)(3), which relates to providing the payroll records directly to the Labor Commissioner.

7-16 WARRANTY OF TITLE

No materials, supplies, or equipment for the Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale contract or other Contract by which an interest therein or any part thereof is retained by the seller or supplier.

The Contractor hereby warrants to the Owner clear and good title to all materials, supplies, and equipment installed and incorporated in the Work and agrees upon completion of all Work to deliver the premises together with all improvements and appurtenances constructed or placed thereon by the Contractor to the Owner free from any claims, liens, encumbrances, or charges, and further agrees that neither the Contractor nor any person, firm, or corporation furnishing any materials or labor for any work covered by the Contract shall have any right to a lien upon the premises or any improvement or appurtenance thereon, provided that this shall not preclude the Contractor from installing metering devices or other equipment of Utility

companies or of municipalities, the title of which is commonly retained by the Utility company or the municipality. Nothing contained in this subsection, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection, or any right under any law permitting such persons to look to funds due the Contractor in the hands of the Owner. The provisions of this subsection shall be inserted by the Contractor in all subcontracts and material contracts, and notices of its provision shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

7-17 PROPERTY RIGHTS IN MATERIALS

Nothing in the Contract Documents shall be construed as vesting in the Contractor, or any Subcontractor, any right of property in the materials used after they have been attached or affixed to the Work or the soil, or after payment has been made for materials delivered to the site of the Work, or stored subject to or under the control of the Owner. All such materials shall become the property of the Owner upon being so attached or affixed or upon payment for materials delivered to the job site or stored subject to or under the control of the Owner.

7-18 MUTUAL RESPONSIBILITY OF CONTRACTORS

Nothing in the Contract shall be interpreted as granting to the Contractor, exclusive occupancy of the Site of the project. The Contractor must ascertain to the Contractor's own satisfaction the scope of the project and the nature of any other contracts that have been or may be awarded by the Owner in the construction of the project, to the end that the Contractor may perform this Contract in the light of such other contracts, if any.

The Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the project. If the performance of any contract for the project is likely to be interfered with by the simultaneous performance of some other contract or contracts, the Owner's Representative shall decide which contractor shall cease work temporarily and which contractor shall continue or whether the work under the contracts can be coordinated so that the contractors may proceed simultaneously. On all questions concerning conflicting interest of contractors performing related work, the decision of the Owner's Representative shall be binding upon all Contractors concerned and the Owner's Representative, and their consultants shall not be responsible for any damages suffered or extra costs incurred by the Contractor resulting directly or indirectly from the award or performance of attempted performance of any other contract or contracts on the project or caused by a decision or omission of the Owner's Representative respecting the order of precedence in the performance of the contracts.

If, through acts of neglect on the part of the Contractor, any other Contractor or subcontractor shall suffer loss of damage on the Work, the Contractor agrees to settle with such other Contractor or subcontractor by Contract or arbitration, if such other Contractor or subcontractor will so settle. If such other Contractor or subcontractor will assert any claim against the Owner, the Owner's Representative, or their consultants on account of any damage alleged to have been

so sustained, the Owner shall notify the Contractor who shall hold harmless, indemnify and defend the Owner, the Owner's Representative, and their consultants, and each of their officers, employees, and agents against any such claim.

7-19 TERMINATION FOR BREACH

If the Contractor refuses or fails to prosecute the Work or any separable part thereof, with such diligence as will ensure its completion within the time specified herein, or any extension thereof, or fails to complete such Work within such time, or if the Contractor should become the subject of any voluntary or involuntary bankruptcy proceeding, or if the Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if the Contractor or any Subcontractors should violate any of the provisions of the Contract, or should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified, or should fail to make prompt payment to Subcontractors or for material or labor, or should persistently disregard laws, ordinances, or instructions of the Owner, Contractor shall be in default of its obligations pursuant to these Contract Documents, and Owner may terminate Contractor's right to perform the Work for cause.

In the event of a default by Contractor, the Owner may serve written notice upon the Contractor and the Contractor's surety of the Owner's intention to terminate ("Notice of Intent to Terminate for Cause") the Contract, stating in reasonable detail the reasons for the termination. The Contractor shall have ten days from receipt of a Notice of Intent to Terminate for Cause to resolve, correct or cure the reasons for termination specified in the Notice of Intent to Terminate for Cause, or to make arrangements satisfactory to Owner for such resolution, correction or cure, and if the Contractor does not, Owner may terminate the Contractor's right to perform the Work by providing a written notice of termination ("Notice of Termination for Cause") to the Contractor and its surety.

In the event Owner issues a Notice of Termination for Cause, the Contractor's surety shall have the right to take over and perform the Contract. If the surety does not (i) give Owner written notice of surety's intention to take over and commence performance of the Contract within ten days of receipt of the Notice of Termination for Cause and (ii) commence performance of the Contract within twenty days after receipt of the Notice of Termination for Cause, then Owner may elect to take over and proceed to complete the Work, by separate contract or by any other means or method Owner deems advisable, at expense to the Contractor, and the Contractor's surety shall be liable to the Owner for any excess cost or other damage occasioned the Owner thereby.

In no event after receipt of a Notice of Intent to Terminate for Cause shall the Contractor remove from the Project Site, or suffer or permit the removal from the Project Site of, any tools, equipment, vehicles, materials, supplies, appliances, plants, or other items owned, leased or rented by the Contractor and used or employed in connection with the Work. In the event the

Owner elects to take over the Work as specified herein, then: (i) Owner may, without liability for so doing, take possession of and use in completing the Work all such tools, equipment, vehicles, materials, supplies, appliances, plants, or other items on or at the Project Site used or employed in connection with the Work and owned, leased or rented by the Contractor; (ii) at the Owner's election, any or all of the Subcontracts shall be deemed to have been assigned to Owner; and (iii) the Contractor and its surety shall be liable to Owner for any costs or other damages incurred by Owner attributable to or arising from Owner taking over the Work as provided in this Section. **THE PRIME CONTRACTOR MUST ENSURE THAT EACH OF ITS CONTRACTS WITH ITS SUBCONTRACTORS AND SURETIES INCLUDES SUCH PROVISIONS AS ARE NECESSARY TO EFFECTUATE THE REQUIREMENTS OF THIS SECTION, HOWEVER, NO FAILURE TO DO SO WILL INVALIDATE SUCH REQUIREMENTS.**

In the event the Contractor's right to perform the Work is terminated pursuant to this Section, the Contract shall remain in effect. However, in such event, the Contractor shall not be entitled to receive any further payment pursuant to the Contract: (i) until the Work has been fully completed and accepted in accordance with these General Provisions; and (ii) only if the total of the cost to Owner to complete the Work plus any damages as described within these General Provisions is less than the unpaid portion of the Contract Price as adjusted in accordance with the Contract. If the total of such costs and damages exceeds such unpaid portion of the Contract Price, the Contractor (or its surety) shall pay the difference to Owner within thirty days of receiving an invoice for such amount from Owner.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the Owner.

7-20 TERMINATION FOR CONVENIENCE

Owner may, without prejudice, to any other right or remedy, terminate the Contract in whole or in part at any time for its convenience by giving Contractor ten (10) days written notice. Owner shall have the right, in that event, to take over any or all of Contractor's materials (whether stored on or off site), supplies, equipment, contracts, or other obligations to complete the Work and Contractor shall assign them to Owner upon Owner's request. Contractor shall proceed to complete any part of the Work, as directed by the Owner, and shall settle all work executed and any expense sustained plus reasonable termination expenses. Contractor shall justify its claims as requested by Owner with thorough, accurate records and data.

In any termination for the convenience of Owner, Contractor shall be paid for work completed in accordance with the Contract Documents prior to receipt of the notice of termination, and for reasonable termination settlement costs relating to commitments that had become firm prior to the termination; however, payment to Contractor will exclude any and all anticipated supplemental costs, administrative expenses, and profit on uncompleted work.

If after notice of Termination for Breach of Contractor, it is determined that Contractor was not in default, the termination shall be deemed to have been for the convenience of Owner. In such event, Contractor may recover from Owner payment in accordance with this section.

7-21 SUSPENSION FOR CONVENIENCE

Without invalidating the Contract, and without notice to any surety, Owner may, at any time, order Contractor in writing to stop, delay, or interrupt work for such a period of time as Owner may deem appropriate. Upon receipt of that order, Contractor shall immediately proceed in accordance with any specific provisions or instructions, protect and maintain the Work, and make reasonable and diligent efforts to mitigate costs associated with the suspension order.

If any suspension of work under this section causes an increase or decrease in Contractor's cost or the time required to perform or complete any part of the Work, Owner shall make a change in Contract Price or Contract Time, to the extent such changes in price or time are associated with the Suspension for Convenience and are not provided or excluded under any other provision of the Contract Documents.

7-22 ASSIGNMENT OF ANTITRUST ACTIONS

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

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign, to the purchasing body, all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15), or under the Cartwright Act (Chapter 2) (commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchase of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

7-23 STATE REVIEW AND AUDIT OF RECORDS OF THE WORK

In accordance with Government Code Section 8546.7, the State of California ("State") has the right to examine, review, audit and/or copy the Records of the Work during the three-year period following final payment to the Contractor pursuant to the Contract. Therefore, the Contractor shall preserve and retain all such Records of the Work for a period of three years commencing upon final payment to the Contractor pursuant to the Contract or, if an

examination, review or audit is commenced but not completed within such four-year period, until such examination, review or audit has been completed. The Contractor, upon request, shall make the Records of the Work available for the purposes described in this Section at all reasonable times during the period the Contractor is required to preserve and maintain the Records of the Work. In each Subcontract, the Contractor shall require that the Subcontractor preserve and retain its Records of the Work, and make those Records of the Work available for examination, review, audit and/or copying, to the same extent as is required of the Contractor pursuant to this Section.

SECTION 8

CONTRACTOR'S INSURANCE

8-1 GENERAL

Contractor shall procure and maintain for the duration of the contract, and for 5 years thereafter, insurance per District requirements against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

Coverage - Coverage shall be at least as broad as the following:

1. **General Liability - Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limits as set forth in the Special Provisions hereof.
2. **Automobile Liability** - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) with limits as set forth in the Special Provisions hereof.
3. **Workers' Compensation Insurance** - The Contractor shall provide workers' compensation coverage as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits as set forth in the Special Provisions hereof. **Waiver of Subrogation** (also known as Transfer of Rights of Recovery Against Others to Us): The Contractor hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the Owner, its directors, officers, employees, and authorized volunteers, for losses paid under the terms of this coverage which arise from work performed by the Named Insured for the Owner; this provision applies regardless of whether or not the Owner has received a waiver of subrogation from the insurer.
4. **Builder's Risk** –insurance utilizing an "All Risk" (Special Perils) coverage form with limits equal to the completed value of the project and no coinsurance penalty provision. See **Responsibility of Work**
5. **Contractor's Pollution Liability** –with limits as set forth in the Special Provisions hereof.

If the Contractor maintains broader coverage and or/higher limits than the minimums shown above, the Owner requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the Owner)

Additional Insured and Primary Coverage Provisions: The Commercial General Liability policy and Contractors Pollution (if required) are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** Owner, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10 10 01 and CG 20 37 10 01, with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance.
2. **Primary Coverage:** For any claims related to this project, the Contractor's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the Owner, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the Owner, its directors, officers, employees, and authorized volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Owner.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or equivalent or as otherwise approved by Owner.

The Contractor agrees and he/she will comply with such provisions before commencing work. All of the insurance shall be provided on policy forms and through companies satisfactory to Owner. The Owner reserves the right to obtain complete, certified copies of all required insurance policies, including the policy declarations page with endorsement number. Failure to continually satisfy the Insurance requirements is a material breach of contract.

Responsibility for Work - Until the completion and final acceptance by Owner of all the work under and implied by this agreement, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

The Contractor shall provide and maintain **builder's risk** (course of construction) or an installation floater (for materials and equipment) covering all risks of direct physical loss, damage or destruction to the work in the amount specified in the General Conditions, to insure against such losses until final acceptance of the work by Owner. Such insurance shall insure at least against the perils of fire and extended coverage, theft, vandalism and malicious mischief, and collapse. The Policy shall be endorsed with Owner, its directors, officers, employees, and authorized volunteers named as loss payee, as their interest may appear. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for Owner or be construed

as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by Owner.

Deductibles and Self-Insured Retentions - Insurance deductibles or self-insured retentions must be declared by the Contractor, and approved by the Owner. At the election of Owner the Contractor shall either cause the insurer to reduce or eliminate such self-insured retentions as respects the Owner, its directors, officers, employees, and authorized volunteers or the Contractor shall provide a financial guarantee satisfactory to the Owner guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the Owner.

Verification of Coverage - Evidences of Insurance Contractor shall furnish the Owner with copies of certificates and amendatory endorsements effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Owner reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages, required by these specifications, at any time. Failure to continually satisfy the Insurance requirements is a material breach of contract.

Continuation of Coverage - The Contractor shall, upon demand of Owner deliver evidence of coverage showing continuation of coverage for at least (5) years after completion of the project. Contractor further waives all rights of subrogation under this agreement. When any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against Owner (if builder's risk insurance is applicable) to Owner at least ten (10) days prior to the expiration date.

Sub-Contractors - In the event that the Contractor employs other Contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above (via as broad as ISO CG 20 38 04 13). The Contractor shall, upon demand of Owner, deliver to Owner copies such policy or policies of insurance and the receipts for payment of premiums thereon.

SECTION 9

ESTIMATES AND PAYMENTS

9-1 PAYMENT FOR CHANGES IN THE WORK

a. GENERAL

The Owner reserves and shall have the right, when confronted with unpredicted conditions, unforeseen events, or emergencies, to revise the details of the contemplated Work or to add Work of a different character or function and have the Contractor perform such revised or added Work as a Contract "Change Order" when such extra Work is considered by the Owner to be vitally appurtenant to the satisfactory completion of the project. Change orders shall not generally be considered "claims", as defined in Section 9-6 hereof, and the procedures and negotiations related to change orders for this project shall not be subject to the provisions of Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3 of Division 2 of the Public Contract Code ("Claims Resolution Statute").

"Extra Work" is defined as added Work of a different character or function and for which no basis for payment is prescribed; or that involving revisions of the details of the Work in such a manner as to render inequitable payment under items upon which the Contractor bid; or that Work to be done under "stipulated prices" as given in the bidding schedule.

The signing of the Contract by the Contractor will be deemed to be a Contract to perform Extra Work, as when ordered by the Owner, subject to the terms hereof.

If required Extra Work results in delay to the Work, the Contractor will be given an equivalent extension of time.

b. PROCEDURE FOR EXTRA WORK

Upon decision of the Owner to have Extra Work performed, the Owner's Representative will so inform the Contractor, acquainting the Contractor with the essential details of the Extra Work. The Contractor shall thereupon prepare a price for said Work based upon the Contractor's estimate of cost and submit said price and estimate to the Owner's Representative, who will secure the Owner's written approval before Work is started. The Owner reserves the right to reject any claims for Extra Work, or for additional payment claimed as a result of extending the Work under the bid prices, which has not been approved by the

Owner in the same manner herein provided. All Extra Work and costs therefore shall be approved by the Owner, in writing, prior to commencement.

Adjustment in the compensation due the Contractor for Extra Work shall be determined by one or more of the following methods in the order of precedence listed below:

- a. **Contract Unit Prices.** Where the work involved is covered or is of the same character as unit price work, and does vary from the Bid quantity by more than 25 percent or less, then by application of those unit prices to the quantities of the items involved (subject to the provisions covering unit price work). No additional allowances or charges shall be added to these unit prices.
- b. **Negotiated Unit or Lump Sum Prices.** Where the work involved is not covered by unit prices contained in the Contract Documents, or varies by more than 25 percent from the Bid quantity, unit prices or a lump sum price for the Extra Work may be negotiated or stipulated between Contractor and Owner, based upon current prevailing fair prices for materials, labor, overhead, and profit. If requested by the Owner's representative, the Contractor shall furnish an itemized breakdown of the quantities and prices used in computing proposed lump sum and unit prices.
- c. **Time and Material Work.** Where Owner and Contractor cannot agree on any of the methods described above, Owner may direct Contractor to proceed with the Extra Work involved on the basis of actual costs, calculated as follows:
 - i. Cost of labor plus 20 percent for workers directly engaged in the performance of the Work. Cost of labor shall include actual wages paid including employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes plus payments imposed on payroll amounts by state and federal laws;
 - ii. Cost of material plus 15 percent. Cost of material shall include sales tax, freight, and delivery charges. The Owner reserves the right to furnish such materials as they deem advisable and the Contractor shall not be paid the 15 percent markup on such materials;
 - iii. For tools and equipment actually engaged in the performance of the Work, rental rates plus 15 percent. The rental rates shall be those prevailing in the area where the Work is performed. No rental charge

shall be made for use of tools or equipment having a replacement value of \$200 or less.

- iv. Subcontractor invoices shall be based upon the above described cost of labor plus 15 percent, cost of material plus 15 percent, and tool and equipment rental rates plus 15 percent. Contractor shall be allowed five percent markup on Subcontractor's invoices.

The Contractor shall submit to the Owner's Representative for verification, on a daily basis, work sheets showing an itemized breakdown of labor, materials, tools and equipment used in performing the Work. No payment will be made for work not verified by the Owner's Representative.

No payment shall be made for any item not set forth above, including without limitation, Contractor's overhead, general administrative expense, supervision, or damages claimed for delay in prosecuting the remainder of the Work.

- d. The completed change order, when signed by the Contractor and the Owner, shall become a contractual extension of the original Contract and all sureties, bonds and insurance in effect under the original Contract shall be extended intact to include this Extra Work.

9-2 PROGRESS PAYMENTS

The Contractor shall, on or before the twenty-fifth day of each calendar month after actual Work is started, except in case of final estimate hereinafter provided, cause an estimate in writing to be submitted to the Owner's Representative of the value of the total amount of the Work completed and of materials delivered on the ground or stored subject to written approval of the Owner and unused to the twenty-fifth of the preceding month. In estimating such value, the Owner's Representative may take into consideration, along with other facts and conditions deemed by the Owner's representative to be proper, materials furnished and stored at the job site and the ratio of the difficulty or cost of the Work done to the probable difficulty or cost of the Work remaining to be done. The Owner shall retain five percent (5%) of such estimated value as part security for fulfillment of the Contract by the Contractor, and shall, by the twenty-second of each month in which the estimate is made payable to the Contractor, pay the balance of such estimated value after deducting therefrom all previous payments and all sums to be kept or retained under the terms of the Contract. Progress payment shall not include any change orders not fully executed.

Owners may condition payment of any undisputed Contract amount, including final payment, upon the release by the Contractor of all claims related to that amount. Disputed claims of a stated amount may be expressly excluded by the Contractor from such a release.

Owner may condition payment only to include in place quantities. In addition, the Owner may hold from such payment request any such amounts for delays in the Work being conducted at an amount to be determined by the Owner.

Public Contract Code Section 20104.50 shall apply, and the following summary is provided pursuant to such Section. As used in Section 20104.50, a “progress payment” includes all payments due contractors, except that portion of the final payment designated by the contract as retention earnings; and “local agency” includes Owner. Relative to such progress payments:

- a. Any local agency which fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract shall pay interest to the contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.
- b. Upon receipt of the payment request, each local agency shall act in accordance with both of the following:
 - 1. Each payment request shall be reviewed by the local agency as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
 - 2. Any payment request determined not to be a proper payment shall be returned to the contractor as soon as practicable, but not later than seven (7) days after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.
- c. The number of days available to a local agency to make a payment without incurring interest pursuant to this Subsection shall be reduced by the number of days by which a local agency exceeds the seven (7) day return requirement set forth in b. above.
- e. A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the local agency.

9-3 FINAL ESTIMATE AND PAYMENT

When the Work has been completed to the satisfaction of the Owner’s Representative, a final estimate shall be made of the total amount of Work done thereunder and the amount to be paid therefore under the terms of the Contract. If the Owner finds the Work has been completed according to the Contract, the Owner shall accept the Work, shall file a Notice of Completion,

and shall pay the entire sum so found to be due after deducting therefrom all deductions required under the provisions of the Contract Documents. All prior progress estimates and payments shall be subject to correction in the final estimate and payment. The retention payment shall be due and payable no earlier than 35 days, but no later than sixty (60) days, after the date of completion on the Work, as defined by Public Contract Code Section 7107. Nothing in this section shall require the release of any retention amounts equal to or less than 150 percent of any disputed amount due under the Contract.

It is mutually agreed between the parties to the Contract that no certificate given or payment made under the Contract shall be conclusive evidence of performance of the Contract and no payment shall be construed to be an acceptance of any defective work or improper materials.

The Contractor further agrees that the payment of the final amount due under the Contract shall release the Owner, the Owner's Representative, and each of their officers, employees and agents from any and all claims or liability arising out of the Contract related to the amount paid.

9-4 OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF

In addition to the amount which the Owner may retain under the above subsection on progress payments, the Owner may withhold a sufficient amount or amounts from any payment otherwise due to the Contractor as in the Owner's judgment may be necessary to cover:

Payments which may be past due and payable for just claims against the Contractor of any Subcontractors for labor or materials furnished in or about the performance of the Work on the project under this Contract.

Estimated or actual costs for correcting defective Work not remedied.

Amounts claimed by the Owner as forfeiture due to delay or other offsets, including but not limited to, Labor Code violations.

At the Owner's discretion the Owner may apply such withheld amount or amounts to the payment of such claims. In so doing, the Owner shall be deemed the agent of the Contractor and any payments so made by the Owner shall be considered as a payment made under the Contract by the Owner to the Contractor, and the Owner shall not be liable to the Contractor for such payment made in good faith. Such payments may be made without prior judicial determination of the claim or claims. The Owner will render to the Contractor a proper account of such funds disbursed on behalf of the Contractor.

9-5 SUBSTITUTION OF SECURITIES FOR AMOUNTS WITHHELD

Pursuant to Section 22300 of the California Public Contracts Code, the Contractor may substitute securities for any money withheld by the Owner to ensure performance of the Contract. The Contractor is required, under the provisions of Public Contracts Code Section 22300, to enter

into a Contract with the Owner for the holding of those securities in escrow. See Form of Escrow Contract – Public Contracts Code Section 22300 (Escrow Contract for Security Deposits in Lieu of Retention). At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with a state or federally chartered bank as the escrow agent.

For purposes of Public Contracts Code Section 22300 and this Contract, “securities equivalent to the amount withheld” shall mean securities authorized by Owner’s Investment Policy with a value equal to at least 100% of the retention amount released, which securities shall be marked-to-market on at least a weekly basis. If the value of the securities shall fall below the 100%, additional securities shall be deposited with the escrow agent until the total value equals 100%. Prior to the purchase and deposit of the securities, they shall be discussed with Owner’s Treasurer to assure conformance with state law and Owner’s Investment Policy.

Such securities shall be released to the Contractor at the same time as amounts retained would be released under Subsection 9-3, hereof, upon satisfactory completion of the Work, to the extent such securities have not previously been utilized or are not then being held by the Owner or the escrow agent for purposes as provided in this Contract.

The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

9-6 RESOLUTION OF CONSTRUCTION CLAIMS

This Section is intended as a summary of the provisions of Chapter 9 (commencing with Section 9201) of Part 1 of Division 2 and, to the extent applicable, Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3 of Division 2 of the Public Contract Code (“Claims Resolution Statutes”) and is subject to the actual provisions of the Claims Resolution Statutes.

As used in this Section, “claim” is defined as a separate demand, sent by registered mail or certified mail with return receipt request, by the Contractor for (a) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by Owner, (b) payment by Owner of money or damages arising from the Work or work done by, on or behalf of, Contractor pursuant to the Contract that is not otherwise expressly provided for or which Contractor is not otherwise entitled, or (c) an amount the payment of which is disputed by the Owner.

The Contractor shall make all claims in writing and include the documents necessary to substantiate the claims. Any claim by the Contractor which is intended to invoke the procedures under the Claims Resolution Statutes shall specify that the claim is being made pursuant to the Claims Resolution Statutes. All claims by the Contractor must be filed on or before the date of final payment; provided, however, nothing in this Subsection is intended to extend the time limits or supersede notice requirements which may otherwise be provided within the contract documents for the filing of claims by the Contractor including, but not limited, those provided in Section 3.

Contractor shall provide, along with its Claim, reasonable documentation to support the Claim. Owner shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, provide the Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, Owner and Contractor may mutually agree to extend the time period such response. Owner shall pay any undisputed portions of a claim within 60 days following issuance of the aforementioned written statement.

To the extent Contractor disputes any portion of Owner's written response, or, if Owner fails to respond to the Claim within the time prescribed, Contractor may demand in writing, sent via registered or certified mail, return receipt request, an informal conference to meet and confer for settlement of the issues in the dispute. Upon receipt of the demand, Owner shall schedule a meet and confer within 30 days.

Within 10 days following the conclusion of a meet and confer conference, if the Claim, or any portion thereof, remains in dispute, Owner shall provide Claimant with a written statement identifying the portion for the Claim that remains in dispute and the portion that is disputed. Any payment on an undisputed portion shall be processed and paid within 60 days after the issuance of the written statement. Any remaining disputed portion of the claim shall be submitted to nonbinding mediation, with Owner and Contractor sharing such costs equally. Owner and Contractor shall agree on a mediator within 10 working days after the disputed portion of the claim has been identified in writing. If the parties cannot agree on a mediator, each party shall select a mediator, at their own respective cost and expense, and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. If mediation is unsuccessful, the part of the claim remaining in dispute shall be subject to the remaining applicable procedures set forth in this Contract and under California law.

To the extent a subcontractor, or lower tier subcontractor, lacks legal standing to assert a claim against Owner because of a lack of privity of contract, Contractor may present to Owner a Claim on behalf of the subcontractor.

If after the meet and confer conference, any portion of the claim remains in dispute, the Contractor may file a claim pursuant to Government Code Section 900 et seq. If a court action is thereafter filed to resolve the claim, the court must, within the time specified by law, submit the matter to nonbinding mediation unless waived by mutual stipulation of the Owner and the Contractor or per Public Contract Code Section 9204(d)(2)(D). If after the mediation process, the matter remains in dispute, for claims of \$375,000 or less, the case must then be submitted to judicial arbitration pursuant to the applicable law.

SECTION 10

MISCELLANEOUS PROVISIONS

10-1 APPLICABLE LAW

- a. The parties hereto understand and agree that the terms of the Contract, and the Contract Documents attached thereto, have been negotiated and executed within the State of California and shall be governed by and construed under, the laws of the State of California.
- b. The parties hereto do expressly agree that in the event of a dispute concerning the terms hereof, venue for any legal action shall be with the appropriate court in the County of Orange, State of California.

10-2 WAIVER

Either party to this Contract may specifically and expressly waive, in writing, the requirements of any portion of this Contract, or any breach thereof, but no such waiver shall constitute a further or continuing waiver of the obligation of any preceding or succeeding breach of the same or any other provision. A waiving party may, at any time thereafter, require future compliance by the other party hereto with the provisions that are so waived. The consent of one party to any acts by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or any similar acts in the future. No waiver or consent shall be implied from silence or any failure of any party to act, except as otherwise specified in this Contract. All rights, remedies, undertakings, obligations, covenants, conditions and Contracts contained in this Contract shall be cumulative and no one of them shall be exclusive of any other.

10-3 CAPTIONS

The captions contained within the Contract Documents are for purposes of reference only and shall not limit or define the meaning of the provisions hereof.

10-4 SEVERABILITY

If any term, provision, condition or covenant of the Contract, or Contract Documents, or the applicable thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of the Contracts, or the application of such term, provision, covenant or condition to persons or circumstances other than those to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Contract shall be valid and enforceable to the fullest extent provided by law.

10-5 SURVIVAL OF TERMS

Any representations, warranties, guarantees, indemnities, reservation(s) of rights and waivers set forth in the Contract Documents shall survive the termination of this Contract for any reason.

10-6 PUBLIC RECORDS ACT

By executing the Contract, the Contractor acknowledges and recognizes that the Owner is a public entity and is subject to the requirements and provisions of the California Public Records Act, Government Code Section 6250 (*et seq*). The applicable provisions of the Public Records Act mean that most of records pertaining to public works contracts of public agencies are available to parties who so request them. The contractor acknowledges and recognizes that the Owner cannot and will not seek to keep confidential the documents which are subject to the Public Records Act. The Contractor further acknowledges and recognizes that the Owner will have no liability to Contractor for complying with the provisions of the Public Records Act.

10-7 NOTICE AND SERVICE THEREOF

Any notice required or given by one part to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notices shall not be effective for any purposes whatsoever, unless served in the following manner, namely:

If the notice is given to the Owner, by personal delivery thereof, or by depositing the same in the United States mail, enclosed in a sealed envelope addressed to the Owner, postage prepaid and registered.

If the notice is given to the Contractor by personal delivery thereof to said Contractor, or to an authorized representative at the site of the project or by depositing the same in the United State mail, enclosed in a sealed envelope addressed to said Contractor at the Contractor's regular place of business, or

If the notice is given to the surety or any other person by personal delivery to said surety or other person, or by depositing the same in the United States mail, enclosed in a sealed envelope addressed to such surety or person last communicated by the surety to the party giving the notice, postage prepaid and registered.

SECTION 11

SPECIAL PROVISIONS

11-1 REQUIREMENTS

The Contractor shall furnish, install, and construct the Project appurtenances in accordance with the Plans and Specifications for East Orange County Water District, Orange County, California, furnishing all labor, materials, equipment, temporary power, water, and methods necessary to complete said construction as specified in the schedule set forth in the Notice Inviting Bids.

The construction shall be in accordance with these Plans and Specifications and the Contract drawings; in addition, the Owner's Standard Specifications and Drawings for Construction Advanced Metering Infrastructure (AMI) System Project. In case of conflict between the referenced Standard Specifications and the Project Plans and Specifications, the Project Plans and Specifications shall govern.

11-2 LOCATION OF CONTRACT WORK

The Contract work for the Project is located within the Unincorporated Area of County of Orange and adjacent areas in Orange County, California right-of-way and public property. Refer to the vicinity and location maps given in the Plans.

11-3 COMPLETION OF WORK

The Contractor shall commence Work within ten calendar days after receipt of the Owner's Notice to Proceed. The Contract Work shall be substantially completed within 365 calendar days from Notice to Proceed.

11-4 CONTRACT

The Contract drawings and plans applicable to the Work to be performed under the Contract are found in Appendix C of the contract documents.

11-5 LIQUIDATED DAMAGES

The Contractor shall, as provided in Section 6-6, pay to the Owner as hereby fixed and agreed, liquidated damages for each calendar day's delay in completion of the Work beyond the time agreed upon, the amount of \$1,000.00 per calendar day for each and every day of delay until Work is completed and accepted. This amount shall be deducted from any payments due the Contractor.

11-6 PERMITS AND FEES

a. GENERAL

The Contractor shall secure, at the Contractor's own cost and expense, all permits and/or licenses necessary to the prosecution of the Work with the exception of the permits specifically stated to be obtained by the Owner.

Refer to Section 11-12 for right-of-way information.

The Contractor shall comply with the applicable requirements of all permits and/or licenses. Any inspection and/or testing fees in connection with any governing permit and/or license shall be the responsibility of the Contractor except where specifically noted to be paid for by the Owner.

The Contractor will be responsible for obtaining and complying with all necessary permits from the city or county, as applicable, at the Contractor's sole cost and expense.

The Contractor shall abide by all regulations and conditions stipulated in all permits, and such conditions and requirements are hereby made a part of these Special Conditions, as fully and completely as though the same were fully set forth herein.

b. City or County

All work within the City or County streets shall conform to the applicable City or County standards and shall meet the approval of the City or County Engineer. Minimum provisions for construction within City or County streets are listed below. Additional special provisions of the City or County permit will supersede or control these items:

1. Unless otherwise specified, all work in City or County streets shall be performed in accordance with the latest edition of the Standard Specifications for Public Works Construction.
2. The Contractor shall furnish and install all signs, lights, barricades, flashing arrow board and any other traffic control or warning devices, including flag persons, as may be required by the City or County. All items mentioned shall be in conformance with the draft Traffic Control Plan (included) and the current requirements as specified in the latest edition of the "CAL-OSHA Construction Safety Orders". Failure to do so will be cited under applicable section of the California Vehicle Code and corrective costs to the City or County, as applicable, will be charged to the Contractor at no cost to Owner.

3. The Contractor shall comply with the permit obtained by the Contractor. The Contractor will be responsible for requesting inspection from the City or County 48 hours in advance of performing any Work.
4. In City or County streets, the amount of asphalt binder to be mixed with the mineral aggregate shall be 5.6% by dry weight. The exact amount will be determined by the City or County Engineer.
5. All underground work shall be complete prior to any surface Work in the public right-of-way.
6. Protect all existing Utilities in place.

A copy of the City, County, and/or Owner's selected standards are given in Appendix A, to these Specifications.

11-7 PREVAILING WAGES

For purposes of Section 7-3 of the General Provisions, this Project shall constitute a public work within the meaning of Labor Code Section 1720 *et seq.*

11-8 PUBLIC CONVENIENCE AND SAFETY

The Contractor's attention is directed to Section 7-10, as incorporated herein, "Public Convenience and Safety", of the latest edition of the Standard Specifications for Public Works Construction and to the following sections of these Special Provisions entitled "Public Access Through Construction Areas", "Traffic Control System For Detouring Public Traffic", and "Open Excavations".

11-9 PUBLIC ACCESS THROUGH CONSTRUCTION AREAS

The Contractor shall provide adequate barricades and signs in the vicinity of the construction areas to protect the public health and safety. Access by the public shall be maintained at all times, except as hereinafter provided.

The Contractor shall submit a construction schedule for approval at least seven days prior to beginning Work. Schedule shall include street closure and detouring periods.

No cross-streets, driveways, or intersecting streets shall be closed at any time without approval of the City or County.

Reasonable access from public streets to all adjacent properties shall be maintained to the satisfaction of the City or County at all times during the construction. Prior to restricting normal access from public streets to adjacent properties, the Contractor shall notify each property

owner or responsible person, informing them of the nature of the access restriction, the approximate duration of the restriction, and the best access route for that particular property, 24 hours in advance.

All detours within the construction area shall be designed to the satisfaction of the City or County. All delineators, and control and warning signs shall be in place prior to any start of construction, including arrow board. The Contractor shall modify, change and revise traffic devices as required by the City or County.

The Contractor shall furnish flag persons and erect and maintain such fences, barriers, lights, flares, signs and miscellaneous traffic devices as are necessary to give adequate warning to the public at all times during construction of any dangerous conditions to be encountered as a result thereof. Traffic control shall include all required devices for side and cross streets.

Signs used for handling of traffic during construction shall be in accordance with those shown on the latest "Uniform Sign Chart", as published by the State of California, Department of Transportation (CALTRANS).

The method in which signs, barriers and other miscellaneous traffic devices are used during construction shall be in accordance with those instructions in the latest publication entitled "Work Area Traffic Control Handbook", (W.A.T.C.H. Manual), published by Building News, Inc. The W.A.T.C.H Manual is available at Building News Inc., Los Angeles, California (https://www.bnibooks.com/products/watchbook-work-area-traffic-control-handbook-2019-fourteenth-edition?_pos=1&_sid=acbccfb23&_ss=r). Traffic ways may be closed only at those locations specifically approved by the City or County.

The Contractor shall file with the Owner a list of names, addresses, and phone numbers of those persons who will respond at any time to an emergency call to maintain, repair, or replace any of the detour and street closure facilities, fencing or barricades. Adequate drainage facilities shall be provided to maintain the traveled pavement surface in a condition free from ponded or running water. Water shall not be diverted from existing courses or ponded into private property without the express permission in writing from the property owners.

All existing traffic signs and street name signs shall be maintained in visible locations during construction and permanently relocated as directed by the City or County. Signs which need not be maintained during construction and will be permanently relocated by the Contractor or by others will be stockpiled at the job site and adequately protected. Material which has been damaged or destroyed as a result of the Contractor's operation, including striping, shall be repaired or replaced by the Contractor at the Contractor's expense, to the satisfaction of the City or County.

Maintenance of pavement surfaces, signs, barricades, lights, drainage facilities, traffic striping and all other facilities constructed, furnished or installed, is an obligation of the Contractor and shall be performed at the Contractor's expense. The traveled pavement surface shall be

maintained true to line and grade without abrupt changes, bumps, or holes. The paved roadway surface shall be kept free from clay, earth and other foreign material by such methods that will not impair, injure, or loosen the surfacing.

The areas involved and existing facilities damaged or destroyed by detours and street closures shall be restored to a condition equal to or better than the original condition, as determined by the Engineer.

No Work shall be done outside of the hours allowed by City permit(s), nor on Saturdays, Sundays, or legal holidays, without the written permission of the Engineer, except in case of an emergency or as required in Section 7-1.10, "Public Convenience and Safety of the Standard Specifications for Public Works Construction".

The full width of the traveled way shall be open for use by public traffic on Saturday, Sundays and designated legal holidays, after 3:00 P.M. on Fridays and the day preceding designated legal holidays, and when construction operations are not actively in progress.

Designated legal holidays are: January 1st, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, November 11th, Thanksgiving Day, the day after Thanksgiving, and December 25th. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When November 11th falls on a Saturday, the preceding Friday shall be a designated legal holiday.

Minor deviations from the requirements of this section concerning hours of Work which do not significantly change the cost of the Work may be permitted upon written request of the Contractor if in the opinion of the Engineer public traffic will be better served and the Work expedited. Such deviations shall not be adopted until the Engineer has indicated written approval.

Full compensation for furnishing, maintaining and removing all temporary traffic control devices, barricades, detours, traffic controllers, warning lights, flares, signs, striping, etc., used for public convenience and safety, shall be considered as included in the Contract prices paid for the various items of Work and no separate payment will be made therefore.

11-10 TRAFFIC CONTROL SYSTEM FOR DETOURING PUBLIC TRAFFIC

A traffic control system for detouring public traffic shall consist of closing necessary lanes and detouring traffic to adjacent lanes. The details of traffic handling shown in the provisions under "Public Access Through Construction Areas", and "Open Excavations", included elsewhere in these Special Provisions. The Contractor is responsible for providing a detailed traffic control plan two weeks prior to construction to the relevant entity with jurisdiction over traffic control for review and authorization. If required by that entity, the plan shall be stamped by a registered Traffic Engineer. No work shall start until the detail plan is approved by the City or County Engineer, as applicable.

The provisions in this section will not relieve the Contractor from responsibility to provide such additional devices or take measures as may be necessary to comply with the provisions under “Public Convenience and Safety”, included elsewhere in these Special Provisions.

If any component in the traffic control system for detouring public traffic is displaced, or ceases to operate or function as specified, from any cause, during the progress of the Work, the Contractor shall immediately repair such component(s) to original condition.

When lane closure and one-way traffic control are made for Work periods only, at the end of each Work period, all components of the traffic control system for detouring public traffic, shall be removed from the traveled way and shoulder. If the Contractor so elects, said components may be stored at selected control locations, approved by the Engineer, within the limits of the street right-of-way.

11-11 OPEN EXCAVATIONS

The Contractor shall not have more than 300 feet of trench open at one time in the City streets unless otherwise approved by the Engineer. Sewer lateral replacements, all manways, airvac, and blow-offs shall be installed as the mainline is constructed.

Excavation work on City streets and right-of-ways and future rights-of-way shall conform to applicable guidelines. All trenches shall be backfilled and compacted per City or County requirements at the close of each day’s Work. Cleanup shall comply to Section 11-25. Except for final A.C. capping, Contractor shall complete all Work in one street prior to trenching of another street.

No excavation shall be left open overnight, with the exception of boring, tunneling, or jacking pits, which shall be fenced and with flashing lights and a 24 hour guard during nonworking hours at no additional expense to the Owner.

11-12 EXCESS MATERIAL DISPOSAL

All materials excavated from the site and not required or permitted in the construction of fills as shown on the Plans shall become the property of the Contractor and shall be disposed of outside of the limits of the project site the same day of deposition.

11-13 RIGHTS-OF-WAY

Construction under these Plans and Specifications is located within the County of Orange right-of-way.

11-14 SEQUENCE OF OPERATIONS AND CASH FLOW

The Contractor shall prepare and submit to the Owner or Owner's Representative a written schedule of the Contractor's Work operations and a projected cash flow or the proposed project monthly cash flow. The first schedule and cash flow projections shall be submitted for approval at the preconstruction conference. The Contractor shall be prepared at that time to have the superintendent for the project in attendance. The Contractor shall schedule Work such that the Contractor will only construct the amount of open trench that can be backfilled or plated within the working day as designated.

11-15 WATER SUPPLY - NOT APPLICABLE

Water supply from the _____ hydrant will require a permit and meter from the City of _____ and will be subject to water charges set by the City. The Contractor is required to make any and all necessary installations and connections at no additional expense to the Owner. All water shall be metered with the City of _____ installed water meters.

11-16 WORK HOURS

The Contractor shall limit construction time to construction hours set forth within each specific City permit.

11-17 EXISTING UNDERGROUND UTILITIES

Where underground main distribution conduits such as water, gas, sewer, electric power, telephone or cable television are shown on the Plans, the Contractor, for the purpose of preparing a bid, shall assume that every property parcel will be served by a service connection for each type of Utility. The Contractor shall contact the underground service alert 48 hours in advance prior to performing any construction and shall notify the Owner or Owner's Representative of the registered number assigned.

At least two working days before entering on the Work, the Contractor shall request the Utility owners identified in the Contract Documents to mark or otherwise indicate the approximate location of their subsurface facilities including, but not limited to, structure, main conduits and service connections.

It shall be the Contractor's responsibility to determine the location and depth of all Utilities, including service connections, which have been marked by the respective owners and which may affect or be affected by its operations. If no pay item is provided in the Contract for this Work, full compensation for such Work shall be considered as included in the prices bid for other items of Work.

The Contractor shall not interrupt the service function or disturb the supporting base of any Utility, without authority from the Owner or order from the Owner.

Where protection is required to ensure support of Utilities, the Contractor shall, unless otherwise provided, furnish and place the necessary protection at no additional cost to the Owner.

11-18 CONSTRUCTION STAKING

The Owner will provide (at the request of the Contractor) offset cut stakes and issue cut sheets to the Contractor, based upon the flowline of pipe. Cut sheets will be prepared using approved flowline of pipe, in relation to existing ground surface over pipeline at the time of construction. The Contractor shall make requests for cut staking at least 72 hours in advance of construction.

11-19 CONNECTIONS TO EXISTING WATER SYSTEM

The Contractor shall determine location, access, pay for and shall construct all facilities necessary to furnish water for its use during construction of the work. Water used for human consumption and well construction shall be kept free from contamination and shall conform to the requirements of the State and local authorities for potable water.

11-20 ALLOWABLE VARIATIONS IN PIPELINE LAYOUT

The Contractor shall construct the proposed pipeline with basic variation from horizontal (plan view) pipe alignment shown on the drawings. However, subject to approval of the Engineer, to reduce overall cost, the Contractor shall be permitted to construct the proposed pipeline with variations from vertical (profile view) pipe alignment shown on the Plans. Said variations will be allowed in all noncritical locations. Critical locations include pipeline connection points, areas containing underground interference, and areas where pipeline cover is minimal.

The Contractor will be permitted to make full usage of pulled joints, short joints, and elbows and to vary from profile shown on the drawings, subject to approval of the Engineer, and at no additional cost to the Owner. All changes and variations made to the proposed water main alignment shown on the Plans shall be recorded by the Contractor and As-Built Plans, that document these changes or variations, shall be given to the Engineer prior to acceptance of the Work.

11-21 PIPELINE COVER

Pipeline cover, as shown plan-profile drawings, is hereby defined to be Design Cover over pipeline. Therefore, should field conditions determined at time of construction staking show that any pipe grade changes are required to provide at least Design Cover of pipe, the Owner reserves the right to authorize said changes in pipeline grades, and the Contractor shall trench and lay pipeline accordingly, at no additional cost to the Owner.

11-22 DISCHARGE OF WELL DEVELOPMENT AND TEST WATER AND DEWATERING

Dewatering is required and shall meet the provisions of this section. The Contractor shall provide and maintain, at all times during construction, ample means and devices with which to promptly remove and properly dispose of all water from any source entering the excavations or other parts of the Work. Dewatering shall be accomplished by methods which will ensure a dry excavation and preservation of the final lines and grades of the bottoms of excavations. For pipeline Work, the methods may include sump pumps, deep wells, well points, suitable rock or gravel placed below the required bedding for drainage in and pumping purposes, temporary pipelines, and other means. The proposed method shall be submitted to the Owner for review.

Dewatering for the structures and pipelines shall commence when ground water is first encountered, and shall be continuous until such times as water can be allowed to rise in accordance with the provisions of this section or other requirements.

Standby pumping equipment shall be on the job site. A minimum of one standby unit (a minimum of one for each ten in the event well points are used) shall be available for immediate installation should any well unit fail. The design and installation of well points or deep wells shall be suitable for the accomplishment of the work. Drawings or details indicating the proposed dewatering system shall be submitted to the Owner for review.

If foundation soils are disturbed or loosened by the upward seepage of water or an uncontrolled flow of water, the affected areas shall be excavated and replaced with gravel or crushed rock at no additional cost to the Owner. No concrete or masonry footings, foundations, manhole bases, or floors shall be laid in water, nor shall water be allowed to rise over them until the concrete or mortar has set at least 24 hours. Water shall not be allowed to rise unequally against walls until concrete has attained its 28 day strength. Water shall not be allowed to raise above pipe bedding during pipe laying operations.

The Contractor shall dispose of the water from the Work in a suitable manner without damage to adjacent property. Conveyance of the water shall be such as to not interfere with traffic flow or treatment facilities operation. No water shall be drained into Work built or under construction without prior consent of the Engineer.

All discharges will require 5 business days prior notification to the City of Orange and Orange County Public Works Flood Control.

Water shall be desilted/desanded before disposal in any sewer or storm drain system. The system used for desilting/desanding the water shall be a baffled structure and shall provide not less than fifteen minutes detention time and shall be designed to have a "flow-through" velocity not exceeding 0.2 feet per second at the anticipated peak flow. The desilting/desanding box shall be cleaned as required to maintain the detention time and flow-through limitations specified above. The method of desilting/desanding and point of disposal of water shall be subject to the Geologist's approval. The Contractor shall obtain a permit from the appropriate controlling Sanitation District before any sewer is utilized for the disposal of dewatering effluent.

Water shall be disposed of in such a manner as not to be a menace to the public health, and in accordance with Environmental Protection Agency and State Water Resources Quality Control Board standards. Drilling contractor shall obtain NPDES de minimis permit coverage from the Santa Ana Regional Water Quality Control Board (RWQCB) and provide evidence prior to the start of work. Any testing and reports required under the NPDES permit shall be performed by the Contractor and submitted to the RWQCB at no additional cost to the Owner.

11-23 COOPERATION WITH OTHER CONTRACTORS

During the course of Work to be performed under this Contract, other Contractors may be performing work in the immediate vicinity of this Work. The Contractor, under this Contract, shall schedule work and coordinate operations with those so as to minimize conflict and interference between operation and those of other contractors. No additional payment shall be made to the Contractor for compliance with this requirement.

11-24 SHOP DRAWING SUBMITTALS

Prior to fabrication, purchase of materials or construction, the Contractor shall furnish the Owner with detailed shop drawings for all shop fabricated appurtenances per Section 5.11 of the General Provisions and Section 01330. Appurtenances include but are not limited to: pipe, casing, tubing, well screens, and camera entry box.

11-25 CLEANUP AND DUST CONTROL

Unless the construction dictates otherwise, and unless otherwise approved by the Engineer, the Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles at least once each working day to keep paved areas, City streets, and other areas acceptably clean whenever construction, including restoration, is incomplete.

Failure of the Contractor to comply with the Owner's dust control order may result in an order to suspend Work until the condition is corrected and, after filing notice to the Contractor, the Owner may order this accomplished by others. All costs thus incurred shall be deducted from the amount to be paid to the Contractor. No additional compensation will be allowed as a result of such suspension.

11-26 PRECONSTRUCTION CONFERENCE

After award of the Contract, the Owner will schedule a preconstruction conference to be attended by the Contractor and the Contractor's superintendent. Attendance by representatives of major Subcontractors is required.

11-27 CASING AND WELL SCREEN MATERIAL CERTIFICATION

The Contractor shall certify with document(s) signed and dated by an authorized representative of the well casing supplier, that all pipe and fittings supplied have been manufactured and tested in accordance with these Contract Documents.

11-28 SURFACE RUNOFF WATER CONTROL

Surface water containing mud, silt or other deleterious material from the project shall be collected and treated by filtration or retention prior to entering storm drains. The Contractor shall submit a plan for implementing siltation control, prior to commencing construction. The plan shall be in conformance with the Contractor's NPDES permit. Upon approval of the plan by the Owner, the Contractor shall be responsible for the implementation and maintenance of the control facilities.

11-29 OVERVIEW OF WORK

- Work includes the furnishing of all materials, labor, equipment, fuel, tools, transportation, and services for **Advanced Metering Infrastructure (AMI)** System project.

11-30 PREVAILING WAGES

For purposes of Section 7-13 of the General Provisions, this Project shall constitute a public work within the meaning of Labor Code Section 1720 *et seq.*

11-31 INSURANCE

Contractor's insurance coverage shall be as specified in Section 8 of the General Provisions, shall provide the following amounts of coverage, shall include additional insureds, and shall include additional information as set forth herein.

- Commercial General Liability Insurance ("CGL"):** Coverage shall be provided in the amount of (1) bodily injury, property damage, and products and completed operations liability coverage shall be for not less than five million dollars (\$5,000,000) for each occurrence, with a general aggregate limit either applicable separately to this Project (via ISO endorsement at least as broad as the ISO CG 25 03 or ISO 25 04, provided to East Orange County Water District), or else twice the required occurrence limit. Products/Completed Operations coverage shall remain in effect for five (5) years from Final Acceptance of the work.
- Automobile Liability:** Contractor shall carry and maintain a business automobile policy or equivalent coverage for bodily injury and property damage on all owned, non-owned, and hired automobiles or other licensed highway vehicles used in the performance of the Contract. The limit shall be for not less than two million dollars (\$2,000,000) for each accident.

- c. **Worker's Compensation Insurance Coverage:** Contractor shall provide Workers' Compensation coverage sufficient to comply with statutory limits.
- d. **Employer's Liability Insurance:** Contractor shall provide coverage for not less than: \$1,000,000 each accident; \$1,000,000 each disease – policy limit; and \$1,000,000 each disease – each employee. Notwithstanding the requirements of the General Provisions, Owner will accept Workers' Compensation Insurance coverage from the State Compensation Fund ("State Fund") that is not rated and that is evidenced on the State Fund's certificate form. Except as provided above with respect to State Fund, all other insurance shall comply with the requirements of the General and Special Provisions.
- e. **Builder's All-Risk:** Builder's All-Risk coverage is not waived for this Project, and shall be in an amount equal to the contract amount.
- f. **Contractor's Pollution Liability:** Contractor's Pollution Liability coverage shall be required for this Project. If required, such coverage shall be no less than \$5,000,000 per occurrence or claim; and \$10,000,000 policy aggregate
- g. **Additional Insureds:** CGL shall include, in addition to those specified in the General Provisions, as additional insureds:

SECTION 12

TECHNICAL PROVISIONS

12-1 STANDARD SPECIFICATIONS

All Work shall be in accordance with the “Design, Construction and Repair Standards for Domestic Water,” latest revision.

12-2 EXCEPTION TO STANDARD SPECIFICATION DRAWINGS

The exceptions to East Orange County Water District’s (Owner’s) Standard Specifications/Drawings are as follows:

12-3 PAYMENT

Payment for items of work described in the Bid schedule is the Engineer’s estimate of quantities of the proposed work based upon the evaluation of proposed and existing conditions. Quantities are approximate and the contractor will be compensated for the actual work performed.

APPENDIX A

CITY/COUNTY/DISTRICT SELECTED STANDARDS

Standard Specifications for Public Works Construction (SSPWC), Latest edition

APPENDIX B
NPDES PERMIT

APPENDIX C

DRAWINGS AND PLANS

APPENDIX D
SHOP DRAWING TRANSMISSION FORM

Project: _____

Project No.: _____
Contractor: _____

Address: _____

To: East Orange County Water District
185 N. McPherson
Orange, CA 92869

Date: _____

Attention: _____

Phone No.: _____

Fax No.: _____

e-mail: _____

SHOP DRAWING TRANSMITTAL

SUBJECT OF SUBMITTAL: _____

SPECIFICATION SECTION(S): _____

CONTRACTOR'S CERTIFICATION: Check and complete either statement below:

- ☐ Contractor has verified that the material or equipment contained in this submittal meets all the requirements specified in or shown on the contract documents with no exceptions.
- ☐ Contractor has verified that the material or equipment contained in this submittal meets all the requirements specified in or shown on the contract documents except for the following deviations:

REQUIREMENT:

Contractor shall use this **Transmittal Form** for submittal of shop drawings to the Owner's Representative. Failure to provide a complete and accurate submittal will constitute grounds for return of the shop drawings for proper resubmittal.

Contractor's Authorized Signature