

Olivehurst Public Utility District



Agenda Item Staff Report

Meeting Date: 02/20/25

Item description/summary:

Consider RFB for Well #35 Construction Project.

Olivehurst Public Utility District (OPUD) is requesting Bids for Construction of well #35. This project consists of drilling a new 20-inch diameter by approximately 460 feet deep water well in the District's Plumas Lake Water System. Once the well is drilled, developed, test pumped and sampled, the well will be capped for future use. Development and testing water will be discharged into the adjacent field. Drill cuttings will be stored and spread out on the adjacent property. The design capacity of the Well is estimated to be 3,000 gpm.

Bid would go out 2/21/2025

Mandatory meeting, Tuesday, 3/04 @ 1 PM.

Bids due 3/21/2025 (2 pm) and read shortly after

Bid protest due 3/28/2025

Goal is to have go to board for approval for lowest bidder on Wednesday, 4/02 at 3 PM.

Fiscal Analysis:

This bid is estimated at \$700,000.

Employee Feedback

n/a

Sample Motion:

Move forward for release of Request for Bid (RFB)

Prepared by: Swarnjit Boyal, Public Works Manager

EXHIBIT A – BID SET

OLIVEHURST PUBLIC UTILITY DISTRICT

Well #35 Well Construction Project Specifications

Bid Release to Public: February, 2025

Project No. 2025-003

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Professional Engineering Attest:

The following Project Manual has been prepared under the supervision of the undersigned, who certifies that they are registered in the State of California.

Prepared by:



James D. Carson, P.E. – Affinity Engineering

Approved by:

John Tillotson, General Manager

****END OF SECTION****

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****END OF SECTION****

DOCUMENT 00 11 13**ADVERTISEMENT FOR BIDS****INVITATION TO BID*****Well #35 Construction Project**

1. Notice is hereby given that the Olivehurst Public Utility District will receive sealed bids from prequalified bidders for the construction Well #35 Project at **1970 9th Ave, Olivehurst, CA 95961**. This project consists of drilling a new 20-inch diameter by approximately 460 feet deep water well in the District's Plumas Lake Water System. Once the well is drilled, developed, test pumped and sampled, the well will be capped for future use. Development and testing water will be discharged into the adjacent field. Drill cuttings will be stored and spread out on the adjacent property. The design capacity of the Well is estimated to be 3,000 gpm.
2. The Bid Package may be obtained upon request from the District Engineer, Swarnjit Boyal by emailing him at: sboyal@opud.org.
3. There is a Mandatory Pre-Bid meeting that will start at the District, 1970 9th Ave, Olivehurst, CA starting at 1:00 PM on March 4, 2025. Soon after, we will head over to project site/s to go over any additional items identified as relevant via onsite coordination to answer questions.
4. OPUD will provide progress payments for this project pursuant to the terms and conditions of the contract documents. Bids are due no later than 2 PM, March 21, 2025 and read shortly thereafter. Only pre-qualified bidders are permitted to bid—bids from anyone else will not be considered.

* Conform specifics to Section 00 11 16 (Notice Inviting Bids) and 00 21 13 (instructions to Bidders), as applicable.

****END OF SECTION****

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PART 1 GENERAL**1.01 Invitation to Bid**

Notice Inviting Bids: Owner will receive sealed Bids at the office of the District Clerk, **1970 9th Ave, Olivehurst, CA 95961**, until **2:00 PM** on **March 21, 2025** for the following public work:

OLIVEHURST PUBLIC UTILITY DISTRICT
Well #35 Construction Project
Project Number 2025-003

1.02 Project Description:

Notice is hereby given that the Olivehurst Public Utility District will receive sealed bids from prequalified bidders for the construction Well #35 Project at 1970 9th Ave, Olivehurst, CA 95961. This project consists of drilling a new 20-inch diameter by approximately 460 feet deep water well in the District's Plumas Lake Water System. Once the well is drilled, sampled and test pumped, the well will be capped for future use. Development and testing water will be discharged into the adjacent field. Drill cuttings will be stored and spread out on the adjacent property. The Well capacity is estimated to be 3,000 gpm.

1.03 The Engineer's Opinion of Probable Costs is approximately \$700,000.

1.04 Completion of Work: All work shall be completed within **180 calendar days** for the date when the Contract Time commences to run.

1.05 Procurement of Bidding Documents: The Bid Package may be obtained from District Engineer, Swarnjit Boyal via the following methods:

- A. Electronic copies of the Bid Documents can be obtained by emailing Swarnjit Boyal at: sboyal@opud.org.
- B. Bidders at the mandatory pre-bid meeting are required to provide an e-mail address to the District to receive project updates and addendum during the bidding process. It is the responsibility of the Contractor to make sure the e-mail address provided is valid and to verify with the District that they are receiving project information.

1.06 Instructions: Bidders shall refer to Section 00 21 13 (Instructions to Bidders) for required documents and items to be submitted as set forth in Paragraph 1.01 above.

- A. **Mandatory Pre-Bid Meeting and Site Visit:** Owner will conduct a Mandatory Pre-Bid Meeting at **1970 9th Ave, Olivehurst, CA 95961** on **March 4, 2025 at 1:00 pm**. The Mandatory Pre-Bid Meeting and Site Visit will last approximately **two to three** hours. The pre-bid

meeting and site visit is mandatory and any bidders not present will be automatically disqualified as non-responsive.

1.07 Bid Preparation Cost: Bidders are solely responsible for the cost of preparing their Bids.

1.08 Reservation of Rights: Owner specifically reserves the right, in its sole discretion, to reject any or all Bids, to re-bid, or to waive inconsequential defects in bidding not involving time, price or quality of the work. The District may reject any and all Bids and waive any minor irregularities in the Bids.

1.09 Not Used

PART 2 LEGAL REQUIREMENTS

2.01 Required Contractor's License(s)

A California C57 Well Drilling License is required to bid this contract.

2.02 Required Contractor and Subcontractor Registration

- A. The District shall accept Bids only from Bidders that (along with all Subcontractors listed in Section 00 43 14, Subcontractor List) are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.
- B. Subject to Labor Code Sections 1771.1(c) and (d), any Bid not complying with paragraph 2.02A above, shall be returned and not considered; provided that if Bidder is a joint venture (Business & Professions Code Section 7029.1) or if federal funds are involved in the Contract (Labor Code Section 1771.1(a)), Owner may accept a non-complying Bid provided that Bidder and all listed Subcontractors are registered at the time of Contract award.

2.03 Not Used.

2.04 Not Used.

2.05 Substitution of Securities: Owner will permit the successful bidder to substitute securities for any retention monies withheld to ensure performance of the contract, as set forth in Section 00 62 90 Escrow Agreement For Security Deposits in Lieu of Retention and incorporated herein in full by this reference, in accordance with Public Contract Code Section 22300.

2.06 Prevailing Wage Laws: The successful Bidder must comply with all prevailing wage laws applicable to the Project, and related requirements contained in the Contract Documents. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker

needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations may be obtained from the California Department of Industrial Relations website and are deemed included in the Bidding Documents. Also, the successful Bidder shall post the applicable prevailing wage rates at the Site. Bids must also include all applicable taxes.

2.07 Prevailing Wage Monitoring: This Project is subject to prevailing wage compliance monitoring and enforcement by the Department of Industrial Relations.

PART 3 NOT USED

Dated:

Swarnjit Boyal
Public Works Engineer
OLIVEHURST PUBLIC UTILITY DISTRICT

****END OF SECTION****

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Bids are requested by the District, for a general construction contract, or work described in general, as set forth in Section 00 11 16 (Notice Inviting Bids) in accordance with the following additional terms.

PART 1 GENERAL**1.01 Procedures for Submission of Bids**

- A. Required Pre-Bid Meeting and Site Visit
1. The District will conduct a Mandatory Pre-Bid Meeting and Site Visit at the date, time and location indicated in Section 00 11 16 (Notice Inviting Bids), to consider such matters as Bidders may request. Bidders must attend Pre-Bid Meeting and sign an attendance roster as a condition to bid. All prospective prime contractors are required to attend the meeting to be eligible to bid on this project. A mandatory site walk will follow the pre-bid meeting.
 2. The Site Visit may be the Bidders' only opportunity to investigate conditions at the Site. Other Pre-Bid Site Visits may be scheduled at the District's sole discretion, depending on staff availability.
 3. The District will issue Minutes of the Pre-Bid Conference, which shall constitute the sole and exclusive record and statement of the results of the Pre-Bid Conference. The Minutes issued by the District are not Contract Documents.

1.02 Pre-Bid Investigations

- A. Prior to submission of Bid, Bidder must conduct a careful examination of Bidding Documents and understand the nature, extent, and location of Work to be performed. Refer to Section 00 72 00 (General Conditions) on required pre-bid investigations.

Bidders may request by e-mail any available document(s) that may pertain to this project. These document(s) may include existing conditions information (e.g., record documents, specifications, studies, drawings of previous work), as well as applicable environmental assessment information (if any) regarding the Project. These documents will be sent to all the Bidders by e-mail or Dropbox through the addendum process. Bidders must give (5) five calendar days advanced notice if copies are desired.

1.03 Bidder Questions and Answers

- A. Bidders must direct all questions about the meaning or intent of Bidding Documents to the District in writing. Interpretations or clarifications considered necessary by the District in response to such questions will be issued by written email or delivered to all parties recorded by the District as having received Bidding Documents. The District may not answer questions received less than (7) seven calendar days prior to the date for opening Bids.
- B. Only questions answered by formal written Addenda will be binding. Any other interpretations or clarifications will be without legal effect, and Bidders shall not rely on oral statements.

1.04 Addenda

- A. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the District. Addenda shall be acknowledged by number in Section 00 41 13 (Bid Form) and shall be part of the Contract Documents. A complete listing of Addenda may be secured from the District.

PART 2 RECEIPT OF BIDS**2.01 Date and Time:**

- A. Sealed Bids will be received by the District until the date and time indicated in Section 00 11 16 (Notice Inviting Bids). All Bid envelopes will be time-stamped to reflect their submittal time. The District shall reject all Bids received after the specified time and will return such Bids to Bidders unopened. Bidders must submit Bids in accordance with this Section 00 21 13.

2.02 Bid Submission:

- A. The District will receive Bids in an opaque sealed envelope containing the required items described herein.
- B. Bidders should mark their Bid envelope as follows:
Olivehurst Public Utility District
Well #35 Construction Project
2025-003
Contractor Name
Contractor Phone Number

2.03 Required Contents of Bid Submittals

A. Section 00 41 13 (Bid Form)

Bidders must submit Bids on Section 00 41 13 (Bid Form) in accordance with the provisions of Section 00 41 13. Bidders must complete all Bid items and supply all information required by Bid documents and specifications.

B. Section 00 43 13 (Bond Accompanying Bid)

Bidders must submit Section 00 41 13 (Bid Form) accompanied by cash, a cashier's check, certified check (certified without qualification and drawn on a solvent bank of the State of California or a National Bank doing business in the State of California) or completed form of Section 00 43 13 of not less than 10% of the Total Bid Price based on terms contained in Section 00 11 16 (Notice Inviting Bids) and Section 00 41 13 (Bid Form), payable to the District and completed in accordance with the provisions of Section 00 43 13.

C. Section 00 43 14 (Bidder Registration Form)

Bidders must submit Section 00 43 14 (Bidder Registration Form), completed in accordance with the provisions of Section 00 43 14.

D. Section 00 43 36 (Subcontractors List)

Bidders must submit Section 00 43 36 (Subcontractors List) completed in accordance with the provisions of Section 00 43 36. The Subcontractors List must include the names, location, place of business, and other information required by Section 00 43 36, of all subcontractors who will perform any portion of work, including labor, rendering of service, or specially fabricating and installing a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of the total Bid amount. Any violation of this requirement may result in a Bid being deemed non-responsive and not being considered.

E. Section 00 45 19 (Non-Collusion Affidavit)

Bidders must submit Section 00 45 19 (Non-Collusion Affidavit) completed in accordance with the provisions of Section 00 45 19.

F. Section 00 45 46 (Bidder Certifications)

Bidders must submit Section 00 4546 (Bidder Certification) completed in accordance with the provisions of Section 00 45 46.

G. Additional Qualification Information

Bidder is required to submit Additional Qualification Information as required by Section 00 45 46 (Bidder Certifications) as follows:

1. Include on first page (or separate cover sheet) the words “Additional Qualification Information.”
2. All Additional Qualification Information items must reference the original Qualification Information (as defined in Section 00 45 46) it is revising.
3. The Additional Qualification Information must be contained in a **separate** sealed envelope, labeled “Additional Qualification Information,” and as provided in Paragraph 2.02.B, above.
4. Notwithstanding any other provision of this Section 00 21 13, the District will only open a Bidder’s Additional Qualification envelope if Bidder is an Apparent Low Bidder.

H. CARB IUOR Fleet Certification

Bidders must submit Section 00 45 48 (California Air Resources Board In-Use Off-Road Diesel-Fueled Fleets Certification) completed, with Bidder’s Certificate of Reported Compliance included if applicable, in accordance with the provisions of Section 00 45 48. The District will reject a bid from a Bidder that does not indicate conformance to the California Air Resources Board (“CARB”) In-Use Off-Road Diesel-Fueled Fleets requirements (Title 13 CCR sections 2449, 2449.1 and 2449.2).

PART 3 BID OPENING AND EVALUATION**3.01 Determination of Apparent Low Bidder**

- A. The District will open each Bidders’ bid at the time and place indicated in Section 00 11 16 (Notice Inviting Bids), initially evaluate them for responsiveness, and determine an Apparent Low Bidder as specified herein and in Section 00 11 16 (Notice Inviting Bids) and Section 00 41 13 (Bid Form).
- B. Apparent Low Bid will be determined solely on the Total Bid Price based on terms contained in Section 00 11 16 (Notice Inviting Bids) and Section 00 41 13 (Bid Form). All Bidders are required to submit Bids on all Bid items (including any alternates).

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- C. For the Apparent Low Bidder only, the District will evaluate the Apparent Low Bidder for responsiveness to the requirements of Section 00 45 13 and for responsibility.
 - D. If Apparent Low Bidder is determined to be non-responsive or non-responsible, then the District may proceed to the next Apparent Low Bidder's Bid pursuant to any procedures determined in its reasonable discretion and proceed for all purposes as if this Apparent Low Bidder were the original Apparent Low Bidder.

3.02 Evaluation of Bids

- A. Bids must be full, complete, clearly written and using the required forms. Bidders shall make any change in the Bid by crossing out the original entry, entering and initialing the new entry. Bidder's failure to submit all required Sections strictly as required entitles the District to reject the Bid as non-responsive. All Bidders must submit Bids containing each of the fully executed Sections supplied in this Project Manual.
- B. In evaluating Bids, the District will consider Bidders' qualifications, whether the Bids comply with the prescribed requirements, unit prices, and other data, as may be requested in Section 00 41 13 (Bid Form) or prior to the Notice of Award.
- C. The District may conduct reasonable investigations and reference checks of Bidder and other persons and organizations as the District deems necessary to assist in the evaluation of any Bid and to establish Bidder's responsibility, qualifications, financial ability, and capability to perform the Work in accordance with the Contract Sections to the District's satisfaction within the prescribed time. Submission of a Bid constitutes Bidder's consent to the foregoing.
- D. The District shall have the right to consider information provided by sources other than Bidder. The District shall also have the right to communicate directly with Bidder's surety regarding Bidder's bonds.
- E. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written words and figures will be resolved in favor of the words.
- F. Bids shall be deemed to include the written responses of the Bidder to any questions or requests for information of the District made as part of the Bid evaluation process after submission of Bid.

3.03 Reservation of Rights

- A. The District reserves the right to:
 - 1. Reject any or all nonconforming, non-responsive or conditional Bids, and
 - 2. Reject the Bid of any Bidder as non-responsive as a result of any error or omission in the Bid, and
 - 3. Reject the Bid of any Bidder if the District believes that it would not be in the best interest of Project to make an award to that Bidder, whether because the Bid is not responsive, the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the District.
- B. The District may retain Bid securities and Bid bonds of other than the Apparent Low Bidder for a period of **120 Days** after award or full execution of the Contract, whichever first occurs.
- C. The District may waive any informalities or minor irregularities in the Bids.
- D. The District also reserves the right, in its discretion, to reject any or all Bids and to re-bid the Project.

3.04 Required Contractor and Subcontractor Registration

- A. The District shall accept Bids only from Bidders that (along with all Subcontractors listed in Section 00 43 14, Subcontractors List) are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.
- B. Subject to Labor Code Sections 1771.1(c) and (d), any Bid not complying with paragraph 3.04.A, above, shall be returned and not considered; provided that if Bidder is a joint venture (Business & Professions Code Section 7029.1) or if federal funds are involved in the Contract (Labor Code Section 1771.1(a)), the District may accept a non-complying Bid provided that Bidder and all listed Subcontractors are registered at the time of Contract award.

PART 4 MANDATORY BID PROTEST PROCEDURES**4.01 Submission of Written Bid Protest**

- A. Any Bid protest in connection with the construction contract or work described in general in Section 00 11 16 (Notice Inviting Bids) must be e-mailed to Mr. Swarnjit Boyal (District's Authorized Representative) at

sboyal@opud.org by 3:00 pm no later than five (5) business days after the bid opening date.

- B. The District will use reasonable efforts to deliver by email the apparent low bid at the request of any Bidders who submitted Bids no later than the Business Day after issuance, although any delay or failure to do so will not extend the Bid protest deadline described herein.
- C. The initial protest document must contain a detailed description of the legal and/or factual grounds for the protest and all supporting documentation. For protests containing elements not based on publicly released information, the protest must contain documentation clearly showing the date on which the protestor received the information.
- D. The protest must refer to the specific portion of the document that forms the basis for the protest.
- E. The protest must include the name, address, and telephone number of the person representing the protesting party.
- F. The protest must include the signature of the protester or authorized representative of the protester.
- G. The protest must contain the solicitation number and title under which the protest is submitted.
- H. The protest must state the form of relief requested.
- I. Only Bidders who the District otherwise determines are responsive and responsible are eligible to protest a Bid; protests from any other Bidder will not be considered. To determine whether a protesting Bidder is responsive and responsible, the District may evaluate all information contained in any protesting Bidder's Bid and conduct the same investigation and evaluation as the District is entitled to take regarding an Apparent Low Bidder.
- J. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who have a reasonable prospect of receiving an award depending upon the outcome of the protest.

4.02 Exclusive Remedy

- A. The procedure and time limits set forth in this Article 4 are mandatory and are the Bidder's sole and exclusive remedy in the event of Bid

protest. Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or other legal proceedings. A Bidder may not rely on a protest submitted by another Bidder but must timely pursue its own protest.

PART 5 AWARD AND EXECUTION OF CONTRACT**5.01 Notice of Award and Submittal of Executed Contract Documents**

- A. If Contract is to be awarded, it will be awarded to the lowest responsible responsive Bidder. The District will issue Section 00 51 00 Notice of Award. Such Award, if made, will be made within ninety (90) days after the opening of the Bid Proposals.
- B. The successful Bidder must execute and submit to the District Office the "Required Contract Documents and Proof of Insurance" set forth below, by 3:00 p.m. of the (20) twenty calendar days following the Notice of Award.

5.02 Required Contract Documents, Bonds and Proof of Insurance

- A. Section 00 52 00 (Agreement), fully executed by successful Bidder. Submit [four] originals, each bearing an original signature on the signature page and initials on each page.
- B. Section 00 65 36 (Guaranty), fully executed by successful Bidder. Submit [one] original, bearing an original signature on the signature page and initials on each page.
- C. Insurance certificates and endorsements required by Section 00 73 16 (Supplemental Conditions—Insurance): Submit one original set.
- D. Any other items identified by the District in Section 00 51 00 (Notice of Award).

5.03 Failure to Execute and Deliver Documents:

- A. If Bidder to whom the Contract is awarded, within the period described in this Section 00 21 13, fails or neglects to execute and deliver all required Contract Documents and file all required bonds, insurance certificates, and other documents, the District may, in its sole discretion, rescind the award, recover on Bidder's surety bond, or deposit Bidder's cashier's check or certified check for collection, and retain the proceeds thereof as liquidated damages for Bidder's failure to enter into the Contract Documents. Bidder agrees that calculating the damages the

District may suffer as a result of Bidder's failure to execute and deliver all required Contract Documents would be extremely difficult and impractical and that the amount of Bidder's required Bid security shall be the agreed and presumed amount of the District's damages.

- B. Upon Bidder's failure to timely deliver all required Contract Documents as set forth herein, the District may determine the next Apparent Low Bidder and proceed accordingly. Such Award, if made, will be made within (90) ninety calendar days after the opening of the Bid Proposals.

PART 6 GENERAL CONDITIONS AND REQUIREMENTS

6.01 Modification of Commencement of Work:

- A. The District expressly reserves the right to modify the date for the Commencement of Work under the Contract and to independently perform and complete work related to the Project. The District accepts no responsibility to the Contractor for any delays attributed to its need to complete independent work at the Site.
- B. The District shall have the right to communicate directly with Apparent Low Bidder's proposed performance bond surety, to confirm the performance bond. The District may elect to extend the time to receive faithful performance and labor and material payment bonds.

6.02 Conformed Project Manual:

- A. Following Award of Contract, the District may prepare a conformed Project Manual reflecting Addenda issued during bidding, which will, failing objection, constitute the approved Project Manual.

6.03 Payment Bond:

- A. If the Project described in Section 00 11 16 (Notice Inviting Bids) involves an expenditure in excess of twenty-five thousand dollars (\$25,000), the successful Bidder must file a payment bond with and approved by the District prior to entering upon the performance of the Work, in accordance with Civil Code Section 9550, *et seq.*

6.04 Performance Bond:

- A. The successful Bidder must file a performance bond with and approved by the District prior to entering upon the performance of the Work.

6.05 Wage Rates:

- A. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as

determined by Director of the State of California Department of Industrial Relations and may be obtained from the California Department of Industrial Relations website [<http://www.dir.ca.gov/OPRL/dprewagedetermination.htm>] and are deemed included in the Bidding Documents. Also, Contractor shall post the applicable prevailing wage rates at the Site.

6.06 Withdrawal of Bids:

- A. Bidders may withdraw their Bids at any time prior to the Bid opening time fixed in this Section 00 21 13, only by written request for the withdrawal of Bid filed with the District at 1970 9th Ave, Olivehurst, CA 95961. Bidder or its duly authorized representative shall execute request to withdraw Bid.

6.07 Ineligible Contractors and Subcontractors:

- A. The District will reject a Bid from a Bidder who is ineligible to bid or work on, or be awarded, a public works project pursuant to Labor Code Section 1777.1 or 1777.7. Bidders and the Contractor who is awarded the project contract shall not utilize, or allow work by, any subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Labor Code Section 1777.1 or 1777.7. (See Public Contract Code Section 6109.) The California Division of Labor Standards Enforcement publishes a list of debarred contractors and subcontractors on the Internet at www.dir.ca.gov/DLSE/debar.html.

6.08 Public Records Act Requests:

- A. In accordance with the California Public Records Act, the District will make available to the public Bidder's SOQ, all correspondence and written questions submitted during the Bid period, all Bid submissions opened in accordance with the procedures set forth herein, and all subsequent Bid evaluation information. All submissions that are not opened will remain sealed and shall be returned to the submitter. Except as otherwise required by law, the District will not disclose trade secrets or proprietary financial information submitted by Bidders that has been designated as confidential by Bidder (including, without limitation, the SOQ). Any such trade secrets or proprietary financial information that Bidder believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections shall not be permitted and shall be invalid. The specific confidential information must be clearly identified as such.

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- B. Upon a request for records regarding this Bid, the District will notify the Bidder involved within ten Days from receipt of the request, when the records will be made available for inspection. If the Bidder timely identifies any “proprietary, trade secret, or confidential commercial or financial” information that Bidder determines is not subject to public disclosure, and requests that the District refuse to comply with the records request, Bidder will, at its sole expense, take all appropriate legal action and defend the District’s refusal to produce the information in all forums; otherwise the District will make such information available to the extent require by applicable law, without restriction.
- C. Information disclosed in the Statement of Qualifications and the attendant opened submissions are the property of the District unless Bidder makes specific reference to data that is considered proprietary. Subject to the requirements in the Public Records Act, reasonable efforts will be made to prevent the disclosure of information except on a need-to-know basis during the evaluation process.

6.09 Substitutions:

- A. Bidders must base their Bids on products and systems specified in Contract Documents or listed by name in Addenda. The District will consider substitution requests only for “or an approved equivalent.”
- B. Bidders wanting to use “or equal” item(s) may submit Section 00 63 25 (Substitution Request Form) no later than 14 Days after Notice of Award. To assess “or equal” acceptability of product or system, request(s) for substitution must contain the information required in Section 00 63 25. Insufficient information will be grounds for the District to reject the substitution. The District will, within a reasonable time, after having received a request for substitution, issue in writing its decision as to whether the proposed substitution is an “or equal” item compatible to the District systems, durability, and quality. The District’s decision shall be conclusive as to all Bidders. Substitutions approved before Bid day will be listed in Addenda and become part of the Contract Documents.
- C. As a limitation on Bidder's privilege to request substitution of “or equal” items, the District has found that certain items are designated as the District standards and certain items are designated to match existing items in use on a particular public improvement either completed or during completion or are available from one source. As to such items, the District will not permit substitution. Such items (if any) are described in Section 00 11 16 (Notice Inviting Bids).

6.10 Definitions:

- A. All abbreviations and definitions of terms used in this Section 00 21 13 (Instructions to Bidders) are set forth in Section 00 72 00 (General Conditions) and Section 01 42 00 (References and Definitions).

****END OF SECTION****

ARTICLE 1 REPORTS AND INFORMATION ON EXISTING CONDITIONS**1.01 Inspection of Reports:**

- A. The District, its consultants, and prior contractors may have collected documents providing a general description of the Site. These documents may consist of utility drawings, information regarding Underground Facilities, and or information (collectively, **Existing Conditions Data.**) At the request of the Contractor, the District can provide the Well Completion Reports for Well #31, #32, and #34. These Wells are near the proposed location for Well #35.
- B. Bidders may inspect Existing Conditions Data. These documents are listed in Section 01 11 00 (Summary of Work) and are available for review at the address identified therein. Copies may be obtained for the cost of reproduction and handling upon Bidder's payment for the costs.
- C. Existing Conditions Data is for information purposes only and does not describe labor, materials or equipment furnished by Contractor, but rather, information regarding conditions of the work. Such Existing Conditions Data is not a Contract Document.

ARTICLE 2 USE OF EXISTING CONDITIONS DATA**2.01 Above-Ground Existing Conditions:**

- A. The District makes no warranty or representation of existing above ground conditions, as-built conditions, or other above ground actual conditions verifiable by reasonable independent investigation. These conditions are verifiable by Bidder by the performance of its own independent investigation that Bidder must perform prior to bidding and Bidder must not rely on the information supplied by the District regarding such existing conditions.
- B. The Bidder represents and agrees that in submitting its Bid, it does not rely on any information regarding above ground existing conditions supplied by the District.

2.02 Underground Facilities:

- A. Information supplied regarding existing Underground Facilities at or contiguous to the Site is based on information provided to the District by others (e.g., the builders of such Underground Facilities or others).
- B. The District assumes responsibility for only the general accuracy, completeness or thoroughness of information regarding Underground Facilities that are owned by the District. This express assumption of responsibility applies only if Bidder has conducted the independent investigation required of it under Section 00 72 00 (General Conditions) and discrepancies were not apparent. The Bidder is solely responsible for

any interpretation or conclusion drawn from this information. The District is not responsible for information regarding Underground Facilities that are owned by others.

2.03 Hazardous Materials Surveys:

- A. Bidders may rely on this data and information for general accuracy regarding the locations of potentially hazardous materials subject of the Work. The District does not warrant and makes no representation regarding the completeness or thoroughness of any data or information regarding existing conditions or hazardous materials including, without limitation, quantities, characteristics, volumes, or associated structural features. Bidder represents and agrees that in submitting a Bid it is not relying on any such data, information or deductions.
- B. Data and information regarding the locations of hazardous materials are not part of Contract Documents.

2.04 Geological Data:

Upon request, the District will provide the Well Construction Reports of its three existing nearby Wells (Wells 31, 32, 34).

2.05 Except as expressly set forth in this Document 00 31 32

- A. The District does not warrant and makes no representation regarding the accuracy or thoroughness of any geotechnical and existing conditions data.
- B. Bidder represents and agrees that in submitting its Bid, it does not rely on any geotechnical and existing conditions data supplied by the District, except as specifically set forth herein.

ARTICLE 3 INVESTIGATIONS**3.01 Required Investigations:**

- A. Before submitting a Bid, each Bidder shall be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise, which may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of Contract Documents.

-
- B. Bidders shall advise the District in writing during the Bid period of any questions, suppositions, inferences or deductions Bidders may have for the District's review and response.
 - C. The District has provided time in the period prior to bidding for Bidder to perform these investigations.

3.02 Access to Site:

- A. During the Mandatory Pre-Bid Site Visit, the District will provide the Bidders access to the proposed Well Site to conduct a visual site examination of the site and the area around where the Well is planned to be drilled.

****END OF SECTION****

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TO OLIVEHURST PUBLIC UTILITY DISTRICT

THIS BID IS SUBMITTED BY:

(Firm/Company Name)

Re: Well #35 Construction Project, Project Number **2025-003**.

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the **OLIVEHURST PUBLIC UTILITY DISTRICT** in the form included in the Contract Documents, Section 00 52 00 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents, Section 00 11 16 (Notice Inviting Bids), and Section 00 21 13 (Instructions to Bidders) including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 120 Days after the day of Bid opening.
3. In submitting this Bid, Bidder represents that Bidder has examined all of the Contract Documents, performed all necessary Pre-Bid investigations, attended the mandatory Pre-Bid Meeting, received the Pre-Bid Meeting minutes (if any), and received the following Addenda:

Addendum Number	<u>ADDENDUM DATE</u>	Signature of Bidder

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

SCHEDULE OF BID PRICES

All Bid items, including lump sums, and alternates (if any), must be filled in completely. Bid items are described in Section 01 11 00 (Summary of Work). Quote in figures only, unless words are specifically requested.

Bid Form

Item No.	Cost Type	Description	Units	Unit Price	Extended Cost
1	L.S.	Project Mobilization / Well Permit /Site Protection	N.A.	N.A.	
2	L.S.	Insurance and bonds	N.A.	N.A.	
3	L.F.	Test Hole - Drill, Elog, and Destroy	500		
4	L.F.	36" O.D. x 1/2" Wall Conductor Casing w/ 10.3 Sack Sand-Cement Grout Seal	60		
5	L.F.	34" Diameter Borehole Drilling	200		
6	L.F.	32" Diameter Borehole Drilling	210		
7	L.S.	Geophysical Surveys (E-Log, Caliper and Deviation)	N.A.	N.A.	
8	L.F.	20" O.D. x 3/8" Wall ASTM A-778 Type 304 SS Blank Well Casing	283		
9	L.F.	20" O.D. x 5/16" Wall ASTM A-778 Type 304 SS Blank Well Casing	100		
10	L.F.	20" O.D. Wire-Wrapped Well Screen Type 304 SS	80		
11	L.F.	3" Diameter – Sounding Pipe	280		
12	L.F.	4" Diameter – Gravel Fill Pipe	240		

Item No.	Cost Type	Description	Units	Unit Price	Extended Cost
13	L.F.	Gravel Envelope and Fine Sand Transition Seal	230		
14	L.F.	Bentonite Chip Seal	10		
15	L.F.	Annular Seal	220		
16	L.S.	Well Swab/Airlift Development	N.A.	N.A.	
17	L.F.	Test Pump Installation	260		
18	L.F.	Temporary Discharge Piping	200		
19	L.S.	Well Pumping Development	N.A.	N.A.	
20	Hour	Well and Aquifer Testing	34		
21	L.S.	Video Camera Survey	N.A.	N.A.	
22	L.S.	Plumbness and Alignment Testing	N.A.	N.A.	
23	L.S.	Wellhead Security, Site Cleanup, and Records	N.A.	N.A.	
24	L.S.	Well Disinfection	N.A.	N.A.	
25	Hour	Standby Time	Hour	10	

Total Bid Price: _____

(Indicate Bid Price in Words)

5. The undersigned acknowledges that the Apparent Low Bidder will be determined as provided in Sections 00 11 16 (Notice Inviting Bids) and Section 00 21 13 (Instruction to Bidders).
6. Subcontractors for work are listed on Section 00 43 14 (Subcontractors List), submitted herewith.

- 7. The undersigned Bidder understands that Owner reserves the right to reject this Bid.
- 8. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Section 00 41 13 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Section 00 21 13 (Instructions to Bidders) within the times specified therein.
- 9. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
- 10. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Section 00 21 13 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to **OLIVEHURST PUBLIC UTILITY DISTRICT**.
- 11. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Section 00 72 00 (General Conditions) and to complete all Work within the time specified in Section 00 52 00 (Agreement).
- 12. The undersigned Bidder agrees that, in accordance with Section 00 72 00 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Section 00 52 00 (Agreement) shall be as set forth in Section 00 52 00.
- 13. The names of all persons interested in the foregoing Bid as principals are:

NAME OF BIDDER:

licensed in accordance with an act for the registration of Contractors, and with license number: _____ Expiration: _____.

(Place of Incorporation, if Applicable)

(Principal)

(Principal)

(Principal)

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

(Signature of Bidder)

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address:

Contractor's Representative(s):

(Name/Title)

(Name/Title)

(Name/Title)

Officers Authorized to Sign Contract

(Name/Title)

(Name/Title)

(Name/Title)

Telephone Number(s):

(Area Code) (Number)

(Area Code) (Number)

Fax Number(s):

(Area Code) (Number)

(Area Code) (Number)

Email Address(es):

Date of Bid:

****END OF SECTION****

00 43 13
Bond Accompanying Bid

KNOW ALL BY THESE PRESENTS:

That the undersigned

(Name of Contractor)

as Principal and the undersigned as Surety are held and firmly bound unto Owner, **OLIVEHURST PUBLIC UTILITY DISTRICT, a** _____, as obligee, in the penal sum of **(Dollar Amount In Words)**

_____ Dollars (**\$**_____) lawful money of the United States of America being at least ten percent (10%) of the aggregate amount of said Principal's Total Bid Price, for the payment of which, well and truly to be made, we bind ourselves, our successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal is submitting a Bid for Project Number **2025-003** for construction of Well #35 near the intersection of Lost Creek Ranch Drive and Hespian Drive in the County of Yuba, CA.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by the said Principal be accepted and the Contract be awarded to said Principal and said Principal shall within the required periods enter into the Contract so awarded and provide the required Construction Performance Bond, Construction Labor and Material Payment Bond, insurance certificates, Guaranty, and all other endorsements, forms, and documents required under Document 00 21 13 (Instructions to Bidders), then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument this _____ day of _____, 2024.

(Month)

(Corporate Seal)

By _____
Principal

By _____
Surety

(Corporate Seal)

By _____
Attorney in Fact

****END OF SECTION****

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INDEPENDENT CONTRACTOR REGISTRATION

Contractor's License # _____

Date: _____ Fed Tax I.D. # _____

Full Corporate Name of Company: _____

Street Address: _____

Mailing Address: _____

Phone: _____ Fax: _____

Name of Principal Contact: _____

California Department of Industrial Relations ("DIR") Number: _____

Type of Business: _____ Sole Proprietor _____ Partnership
 _____ Non-Profit 501(c)(3) _____ Corporation
 _____ other (please explain: _____)

INSURANCE (Complete all items listed below that are applicable and/or are required by Document 00 73 16, Supplemental Conditions – Insurance and Indemnification)

Workers' Compensation:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

General Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

Automobile Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

All-Risk Course of Construction:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

Professional Liability (if applicable):

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

Pollution Legal Liability Insurance (if applicable):

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

Excess Liability Insurance (if applicable):

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

Other Liability Insurance (if applicable):

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

BIDDER CERTIFIES, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

BIDDER: _____
(COMPANY NAME)

By: _____
NAME TITLE

By: _____
SIGNATURE DATE

SAFETY AND EXPERIENCE RECORD

The following statements as to the Bidder’s safety experience are submitted with the Bid, as part thereof, and the Bidder guarantees the truthfulness and accuracy of all information.

1. List Bidder’s interstate Experience Modification Rate for the following years.

2021 ____ **2022** ____ **2023** ____

If Bidder was not eligible to obtain a formal rating from the Workers Compensation Insurance Rating Bureau for any of the years listed above, Bidder must submit written information from its workers compensation insurance company that establishes what Bidder’s equivalent EMR would be.

2. Total Recordable Incident Rates (RIR)

What was Bidder’s Total RIR for each of the following years?

2021 ____ **2022** ____ **2023** ____

Average of last three years: _____ (no rounding)

3. Total Lost Time Incident Rates (LTIR)

What was Bidder’s Total LTIR for each of the following years?

2021 ____ **2022** ____ **2023** ____

Average of last three years: _____ (no rounding)

4. Use Bidder’s last year's Cal/OSHA 300 log to fill in the following number of injuries and illnesses:

a. Number of lost workday cases _____

b. Number of medical treatment cases _____

c. Number of fatalities _____

5. Employee hours worked last year _____

6. State the name of Bidder’s safety engineer/manager:

Attach a resume or outline of this individual's safety and health qualifications and experience.

I CERTIFY, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND I AUTHORIZE OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

BIDDER:

By: _____
Signature

Its: _____
Title

Date _____

****END OF SECTION****

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00 43 36
Subcontractors List

1. **Subcontractor's List.** The Subcontractors List must include the names of all subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of the total Bid amount.

Name of Subcontractor and Location of Place of Business	Description of Work	Subcontractor's License No.	DIR Registration Number

(Bidder to attach additional sheets if necessary)
(PUBLIC CONTRACT CODE §4100 ET SEQ.)

2. **Subcontracting Limits.** The Contractor shall perform with its own organization work amounting to not less than 50 percent of the original total contract price, except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with its own organization. When items of work in the Bid schedule are preceded by the letter (S), such items shall be deemed designated "Specialty Items." Where an entire item is subcontracted, the value of work subcontracted will be based on the contract item bid price. When a portion of an item is subcontracted; the value of work subcontracted will be based on the estimated percentage of the contract item bid price, determined from information submitted by the Contractor, subject to approval by Owner.

****END OF SECTION****

Statement of Qualifications for Construction Work

ARTICLE 1 – GENERAL INFORMATION**1.01 Minimum Bidder Qualifications.**

- A. Bidders must be duly licensed, pursuant to the license requirements in Section 00 11 16, Article 2.01, and in accordance with the California Business & Professions Code Sections 7006, *et seq.*, and have a history of work performance sufficient to meet the requirements of a responsible bidder in the Public Contract Code Section 1103.
- B. Bidders must have five (5) years' experience as a continuously operating entity engaged in the performance of similar work.
- C. Bidders must demonstrate successful completion of **three (3) large (16-inch or larger) Municipal Well Construction Projects within the past ten (10) years** that involve construction of water facilities that were of similar size and nature to the Work for the District consideration.

1.02 Measurement.

- A. Bidder's compliance with the minimum qualification requirements will be measured by Bidder's experience as an operating entity and by the experience of the supervisory personnel who will have responsible charge of the various major components of the Work.
- B. If the Bidder subcontracts portions of the Work, the District, in its determination of whether the minimum qualification requirements have been met, may consider the qualifications of the Subcontractor's supervisory personnel.
- C. The qualifications of the Key Personnel, as stated in Attachment A, are to be submitted with the Statement of Qualifications (**SOQ**), by providing the information described in this Section 00 45 13.

1.03 Other Requirements.

- A. Bidder's attention is called to the following minimum requirements for a Bidder to be found responsible to perform the Work:
 - 1. Financial Strength. Sufficient financial strength, stability and resources as measured by Bidder's equity, debt-to-assets ratio, and capability to finance the Work to be performed.
 - 2. Building Capacity. Ability to secure, in accordance with the Contract documents, the required forms of Construction Performance Bond and Construction Labor and Material Payment Bond. Ability to obtain required insurance with coverage values that meet minimum requirements.

Statement of Qualifications for Construction Work

3. Subcontracting Prior Experience. Satisfactory experience on public works, including without limitation no history of default termination, excessively delayed completion or excessive defective work.
4. Public Project Experience. Evidence that Bidder and its team, have the human and physical resources of sufficient quantity and quality to perform the Work under Contract documents in a timely and Specification-compliant manner, to include:
 - a. Construction and management organizations with sufficient personnel and requisite disciplines, licenses, skills, experience, and equipment for the Project.
 - b. Minimum licensing requirements include evidence of a valid California contractor's license for the Bidder and evidence of requisite licenses for Key Personnel of Bidder.
 - c. Sufficiency of proposed quality assurance plan to meet the requirements of the Contract documents.
 - d. Bidder's safety record.
 - e. Minimum experience requirements of the prime contractor include the completion of at least the minimum projects described in paragraph 1.02.C above.
 - f. A field organization with skills, experience, and equipment sufficient to perform all on-Site work and necessary scheduling.
 - g. Expertise of Key Personnel to accomplish the duties and responsibilities required to perform the Work under Contract documents. Minimum experience requirements of Key Personnel including the completion of three projects of similar nature and complexity and having two years of experience on projects of similar nature and complexity.

B. [Intentionally omitted].

ARTICLE 2 – REQUIRED CONTENTS OF SOQ SUBMISSION**2.01 Transmittal Letter.**

- A. The Transmittal Letter shall name the proposed prime contractor, its legal structure (i.e., corporation, partnership, limited partnership, joint venture). If a joint venture or partnership is proposed, the Bidder shall identify the partner and/or member of the joint venture and their roles and responsibilities.

2.02 Submittals.

Statement of Qualifications for Construction Work

- A. Completed Questionnaires. Bidder shall include a completed Statement of Qualification Questionnaire in the form attached to this Section 00 45 13 as Attachment A.
- B. Resumes of Proposed Key Personnel. Bidder shall provide a resume for each named Key Personnel of Bidder, to include as necessary: Years of experience; Education - degrees, schools and years obtained; Professional Registrations; Fluency in English (Yes/No); At least two client references, including contact names, addresses and telephone numbers, and description of projects of a similar nature worked on in the past five years.
- C. Audited or Reviewed Financial Statements. Include audited or reviewed financial statements for the three most recently completed fiscal years for Bidder and each member of any proposed consorting or joint venture. Also include audited or reviewed financial statements for the three most recently completed fiscal years for any parent companies of Bidder and each member of any proposed consortium or joint venture.
- D. Surety Letter re: Capability to Provide Required Performance and Payment Bonds. Bidder shall include a letter from a surety duly licensed to do business in the State of California, having a financial rating from A.M. Best Company of A-, and category of III or better for the District consideration, that the surety has agreed to provide Bidder with the required performance and payment bonds in accordance with the requirements set forth in Sections 00 61 13.13 (Construction Performance Bond) and (Construction Labor and Material Payment Bond), each in the penal sum of the Contractor's bid when submitted. The District shall have the right to verify with the surety that the surety, based upon the Bid prices, will issue the required bonds under the conditions stated.
- E. Insurer Letter re: Capability to Provide the Required Insurance. Bidder shall provide a letter from an insurance underwriter, having a financial rating reasonably acceptable to the District, confirming that the insurer will provide Bidder the required coverages and amounts specified in the Contract Documents.
- F. Description of Human and Physical Resources. Bidder shall identify, describe, and quantify for itself, the following technical information for the construction work: Description and location of manufacturing facilities, naming products and quantifying production capacity and current demand; Description of field organization(s), naming skills and

Statement of Qualifications for Construction Work

equipment; Description of safety program quality control procedures, and safety experience; and

- G. License: Evidence of a valid contractor's license and required licenses of all licensees of persons who are Key Personnel necessary to perform the Work.
- H. Litigation History. Description of litigation history for the past three years including names of involved parties, nature of dispute, and disposition.

2.03 **Format.**

- A. The SOQ shall be clear and concise to enable management-oriented personnel to make a thorough evaluation and arrive at a sound determination as to whether the SOQ meets the District's requirement. To this end, the SOQ should be so specific, detailed and complete as to demonstrate clearly and fully that the Bidder has a thorough understanding of and has demonstrated knowledge of the requirements to perform the Work (or applicable portion thereof).
- B. Any explanation requested by a Bidder regarding the meaning or interpretation of this Section 00 45 13 must be requested in writing and with sufficient time allowed for a reply to reach Bidder before the submission of its SOQ. Oral explanations or instructions will not be binding. Any information provided to any prospective Bidder concerning this Section 00 45 13 will be furnished to all prospective Bidders as an Addendum to the Bidding Documents.

[NEXT PAGE - STATEMENT OF QUALIFICATION QUESTIONNAIRE]

Statement of Qualifications for Construction Work

ATTACHMENT A – Statement of Qualification Questionnaire

Bidders shall complete the entire Statement of Qualification Questionnaire and submit it in accordance with Section 00 21 13 (Instructions to Bidders) and Section 00 45 13 (Statement of Qualifications). Failure to complete the questionnaire or inclusion of any false statement(s) shall be grounds for immediate disqualification.

CONTACT INFORMATION

Company Name: _____

The District of Company: _____

Contact Person: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

PART A: GENERAL INFORMATION

1. Does Bidder possess a valid and current California Contractor’s license for the work proposed? Yes ___ No ___
2. Does Bidder have the minimum liability insurance coverage required in Section 00 73 16 – Insurance and Indemnification? Yes ___ No ___
3. Has Bidder’s License been revoked at any time in the last five years? Yes ___ No ___
4. Has Bidder been “default terminated” by an the District (other than for convenience), or has a Surety completed a contract for Bidder within the last five years? Yes ___ No ___
5. Has Bidder been convicted more than twice for failure to pay prevailing wages in the last three years? Yes ___ No ___

Statement of Qualifications for Construction Work

- 6. Has Bidder attached copies of its reviewed or audited financial statements and accompanying notes for the last three years? Yes ___ No ___
- 7. Are Bidder and all listed subcontractors registered and qualified with the Department of Industrial Relations pursuant to Labor Code Section 1725.5? Yes ___ No ___

Bidder may be disqualified if any answer to questions 1, 2, 6, or 7 is No. Bidder may be disqualified if any answer to questions 3, 4, or 5 is Yes.

PART B: SAFETY, PREVAILING WAGE, DISPUTES AND BONDS

(SAFETY)

- 1. Has Cal/OHSA, Federal OSHA, the EPA or any Air Quality Management Agency cited Bidder in the past five years? Yes ___ No ___ If yes, attach description of each citation.
- 2. How often does Bidder require documented safety meetings be held for:

Field Supervisor	Weekly ___	Bi-Weekly ___	Monthly ___	Less Than Monthly ___
Employees	Weekly ___	Bi-Weekly ___	Monthly ___	Less Than Monthly ___
New Hires	Weekly ___	Bi-Weekly ___	Monthly ___	Less Than Monthly ___
Subcontractors	Weekly ___	Bi-Weekly ___	Monthly ___	Less Than Monthly ___
- 3. How often does Bidder conduct documented safety inspections? Quarterly ___ Semi-annually ___ Annually ___ Other ___
- 4. Does Bidder have home office safety representatives who visit/audit the job site? Quarterly ___ Semi-annually ___ Annually ___ Other ___
- 5. What is Bidder’s Interstate Experience Modification Rate? _____. (A rating in excess of **[1]** may constitute grounds for disqualification as non-responsible).

(PREVAILING WAGE PROVISIONS)

- 6. Has Bidder been fined, penalized or otherwise found to have violated any prevailing wage or labor code provision? If yes, attach description of each occurrence. Yes ___ No ___

(LICENSE PROVISIONS)

Statement of Qualifications for Construction Work

7. Has Bidder changed names or license numbers in the past 5 years? If so, please state reason for change.

Yes _____ No _____ Reason: _____

(DISPUTES)

8. In the past five years, has Bidder on any project that Bidder performed construction services made any written claim against any owner for additional compensation or additional time, that the owner disputed, exceeding on a per project basis an aggregate amount of \$100,000 or 10% of the original contract sum? If yes, attach description of each instance including details of total claim(s) amount, resolution description including amount, and the District's name and phone number.

Yes _____ No _____

9. In the past five years, has any owner on any project that Bidder performed construction services asserted any written claim against Bidder for delay, defective work, warranty work, backcharges and/or offsets, that the Bidder disputed, exceeding on a per project basis, an aggregate amount of \$100,000 or 10% of the original contract sum? If yes, attach description of each instance including details of total claim(s) amount, resolution description including amount, and the District's name and phone number.

Yes _____ No _____

(BONDING)

10. Bonding Capacity – Provide documentation from Bidder's surety identifying the following:

Name of bonding company/surety: _____

Name of Surety Agent: _____

Surety Agent address: _____

Surety Agent phone number: _____

Is surety a California-admitted surety? Yes _____ No _____

Is surety listed in the current edition of the California Department of the

Statement of Qualifications for Construction Work

Treasury's Listing of approved sureties? Yes _____ No _____

List surety's A.M. Best Rating: _____

What is Bidder's total bonding capacity? _____

What percent does Bidder pay for bonds? _____

PART C: EXPERIENCE OF PRIME CONTRACTOR

The nature of this Project requires prior similar experience for the firm and the Key Personnel assigned. Summarize similar project experience below and provide the detailed project information requested:

Statement of Qualifications for Construction Work

Prime Contractor

List three (3) projects of similar size and scope to the Work of the Contract, completed in the past ten years, and indicate who were the superintendent, project manager and scheduler. NOTE: This listing will be used to assess compliance with the stated minimum qualifications in Paragraph 1.01.

Project Name	Construction Cost (\$)	Year Completed	Name of Project Superintendent	Name of Project Manager	Name of Project Scheduler

Statement of Qualifications for Construction Work

Key Personnel

List Key Personnel that will be assigned to the Work of the current Project and their experience/training with the projects listed above:

Project Manager: _____

Project Superintendent: _____

Project Scheduler: _____

Recent Projects

Provide information about three (3) of its most currently completed public projects. Names and references must be current and verifiable. This listing will be used to assess compliance with the stated minimum qualifications in Paragraphs 1.01. If a separate sheet is used, it must contain all of the following information:

1. Project Name: _____

Location: _____

The Owner : _____

The Owner's Contact (name and phone): _____

Engineer: _____

Engineer Contact (name and phone number): _____

Hydrogeologist: _____

Hydrogeologist Contact: _____

Const. Mgr. Or Project Mgr. (name and phone number): _____

Description of Project, Scope of Work Performed: _____

Statement of Qualifications for Construction Work

Total Construction Cost: _____

Total Change Order Amount: _____

Did Change Orders exceed 10% of original contract sum? _____ If yes, please explain on separate sheet.

Original Scheduled Date of Completion: _____

Time Extensions Granted (number of Days): _____

Actual Date of Completion: _____

Number of Stop Notices filed by Subcontractors or Suppliers: _____

2. Project Name: _____

Location: _____

The Owner : _____

The Owner's Contact (name and phone): _____

Engineer: _____

Engineer Contact (name and phone number): _____

Hydrogeologist: _____

Hydrogeologist Contact: _____

Const. Mgr. Or Project Mgr. (name and phone number): _____

Description of Project, Scope of Work Performed: _____

Total Construction Cost: _____

Total Change Order Amount: _____

Did Change Orders exceed 10% of original contract sum? _____ If yes, please explain on separate sheet.

Statement of Qualifications for Construction Work

Original Scheduled Date of Completion: _____

Time Extensions Granted (number of Days): _____

Actual Date of Completion: _____

Number of Stop Notices filed by Subcontractors or Suppliers: _____

3. Project Name: _____

Location: _____

The Owner : _____

The Owner's Contact (name and phone): _____

Engineer: _____

Engineer Contact (name and phone number): _____

Hydrogeologist: _____

Hydrogeologist Contact: _____

Const. Mgr. Or Project Mgr. (name and phone number): _____

Description of Project, Scope of Work Performed: _____

Total Construction Cost: _____

Total Change Order Amount: _____

Did Change Orders exceed 10% of original contract sum? _____ If yes, please explain on separate sheet.

Original Scheduled Date of Completion: _____

Time Extensions Granted (number of Days): _____

Actual Date of Completion: _____

Number of Stop Notices filed by Subcontractors or Suppliers: _____

Statement of Qualifications for Construction Work

PART D: [INTENTIONALLY OMITTED]

PART E: FINANCIAL INFORMATION

[Risk Manager to review and confirm wording pertaining to time period and A.M. Best Rating.]

1. Has Bidder ever reorganized under the protection of bankruptcy laws?
Yes ____ No ____ If yes, please state when _____
2. If Bidder has had the general liability carrier identified in Section 00 43 14 (Bidder Registration and Safety Experience Form) for less than 5 years, please provide additional information below for balance of the last 5 years:

Agency Name: _____

Contact Name: _____

Phone Number: _____

Carrier: _____ A.M. Best Rating: _____

Carrier: _____ A.M. Best Rating: _____

Carrier: _____ A.M. Best Rating: _____

3. Has Bidder ever had insurance terminated by a carrier? Yes ____ No ____
If yes, explain on a separate signed sheet marked with correlating cross-reference to this paragraph of the questionnaire.

Bidder hereby declares under penalty of perjury that all the information provided in this questionnaire is true and correct.

SIGNATURE

TITLE

****END OF SECTION****

Statement of Qualifications for Construction Work

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Non-Collusion Declaration

PUBLIC CONTRACT CODE SECTION 7106

NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration is executed on _____[**date**], at _____[**city**], _____[**state**].

BIDDER'S SIGNATURE: _____

NAME/TITLE OF SIGNATORY: _____

LEGAL NAME OF BIDDER: _____

****END OF SECTION****

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TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies the District as set forth in sections 1 through 8, below.

1. STATEMENT OF CONVICTIONS

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Bidder within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

2. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

By my signature hereunder, as the Contractor, I certify that I am aware of the Labor Code Section 3700, which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

3. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

By my signature hereunder, as the Contractor, I certify that I am aware of Labor Code Section 1773, which requires the payment of prevailing wage on public projects. Contractor and any subcontractors under the Contractor shall comply with Labor Code Section 1776 regarding wage records, and with Labor Code Section 1777.5 regarding the employment and training of apprentices. Contractor is responsible to ensure compliance by any and all subcontractors performing work under this Contract.

4. CERTIFICATION OF COMPLIANCE WITH PUBLIC WORKS CHAPTER OF LABOR CODE

By my signature hereunder, as the Contractor, I certify that I am aware of Labor Code Sections 1777.1 and 1777.7 Code, and Contractor and Subcontractors are eligible to bid and work on public works projects.

5. CERTIFICATION OF NON-DISCRIMINATION

By my signature hereunder, as the Contractor, I certify that there will be no discrimination in employment with regard to race, color, religion, gender, sexual orientation, age or national origin; that all federal, state, and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principal of equal opportunity in employment will be demonstrated positively and aggressively.

6. CERTIFICATION OF NON-DISQUALIFICATION

By my signature hereunder, as the Contractor, I swear, under penalty of perjury, that the below indicated Bidder, any officer of Bidder, or any employee of Bidder who has a proprietary interest in such Bidder, has never been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or safety regulation, except as indicated on the separate sheet attached hereto entitled "Previous Disqualifications." If a statement of "Previous Disqualifications" is attached, please explain the circumstances.

7. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

By my signature hereunder, as the Contractor, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned's Bid, the Contract will include funds sufficient to allow the Contractor to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided. I understand that Owner will be relying on this certification if it awards the Contract to the undersigned.

8. CERTIFICATION REGARDING DIR CONTRACTOR / SUBCONTRACTOR REGISTRATION

By my signature hereunder, as the Contractor, I certify that Contractor, and all Subcontractors listed on Document 00 43 36 (Subcontractors List) are the subject of current and active contractor registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720) of the California Labor Code. Contractor's registration number is [please complete] _____. Subcontractors' registration numbers are as indicated in Document 00 43 36.

BIDDER: _____

(Name of Bidder)

Date: _____, [202_] By: _____

(Signature)

Name: _____

(Print Name)

(Title)

****END OF SECTION****

In-Use Off-Road Diesel-Fueled Fleets Certification

TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to Owner as set forth in sections 1 through 2, below.

1. Certification of Compliance. I hereby certify that I and all of my Subcontractors will conform to the California Air Resource Board (CARB) In-Use Off-Road Diesel-Fueled Fleets requirements for all work involving the use of vehicles subject to the regulations, including, without limitation, as applicable, the Contracting Requirements in Title 13 CCR section 2449, subdivision (i), subparts (1) – (4), and the Prime Contractor Requirements in Title 13 CCR section 2449, subdivision (j), subparts (1) – (5).

2. Instructions. Check one (1) box below.

Bidder’s current CARB issued Certificate of Reported Compliance accompanies this Certification. (If this box is checked, the Certificate **must be** provided.)

Bidder certifies that its work on the Project (including work of its Subcontractors) does not involve the use of vehicles subject to the CARB In-Use Off-Road Diesel-Fueled Fleets requirements.

BIDDER: _____
(Name of Bidder)

Date: _____, [202__]

By: _____
(Signature)

Name: _____
(Print Name)

Its: _____
(Title)

****END OF SECTION****

In-Use Off-Road Diesel-Fueled Fleets Certification

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Notice of Intent to Award for Construction

NOTICE TO AWARD FOR CONSTRUCTION

(EXAMPLE)

OWNER: Olivehurst Public Utility District

PROJECT: Well #35 Construction Project

Well #35 Location: See Drawing W1 for project location

Swarnjit Boyal, District Engineer of Olivehurst Public Utility District intends to recommend to its Board the Award of the above-referenced Project to

(Name of Contractor)

Olivehurst Public Utility District

By _____

Print Name

Title _____

Date: _____

THIS IS NOT A NOTICE OF AWARD OR NOTICE TO PROCEED.

****END OF SECTION****

Notice of Intent to Award for Construction

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Dated _____

To:

Address: _____

Contract Number: _____

Contract For: **OLIVEHURST PUBLIC UTILITY DISTRICT**
Well #35 Construction Project

The Contract Sum of your contract is _____
(Amount in Words)

Dollars (\$ _____)

1. You must deliver to the District two fully executed copies of the following documents no later than 2:00 pm, 21 twenty-one calendar days after the Notice of Award.
 - a. Agreement per Section 00 52 00. Each copy of Section 00 52 00 (Agreement) must bear your original signature on the signature page and your initials on each page.
 - b. Guaranty per Section 00 65 36 Guaranty. Guaranty must bear your original signature on the signature page and your initials on each page.
 - c. Original set of the bonds, insurance certificates with endorsements as required per Section 00 21 13 Instructions to Bidders and Section 00 52 00 (Agreement).
2. Failure to comply with these conditions within the specified time will entitle the District to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid security forfeited.
3. Before you may start any Work at the Site, you must attend a pre-construction conference. The pre-construction conference may be arranged through **Swarnjit Boyal, (530) 682-0736**. Questions regarding bonds and insurance may be directed to **Swarnjit Boyal** at the same number. All other inquiries regarding the Project should be directed to **Jon Phillips @ 530-790-8064 at OPUD or Jim Carson @ 916-613-7582 at Affinity Engineering.**

OLIVEHURST PUBLIC UTILITY DISTRICT

BY: _____
TITLE

Print Name

AUTHORIZED BY DISTRICT _____

RESOLUTION NO.: _____

APPROVED DATE: _____

****END OF SECTION****

**AGREEMENT
(FORM)**

THIS AGREEMENT dated this **[date]** day of **[Month]**, 2025, by and between **[Enter Name of the Contractor]** whose place of business is located at **[Address of the Contractor] (Contractor)**, and **OLIVEHURST PUBLIC UTILITY DISTRICT**, a political subdivision of the State of California (**District**), acting under and by virtue of the authority vested in the District by the laws of the State of California.

WHEREAS, the District, by its Resolution No. **[Insert Number]** adopted on the **[date]** day of **[Month, Year]** awarded to the Contractor the following Contract:

**Well #35 Construction Project
PROJECT NUMBER 2025-003**

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the Contractor and the District agree as follows:

ARTICLE 1 SCOPE OF WORK OF THE CONTRACT**1.01 Work of the Contract**

- A. The Contractor shall complete all the Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents (**Work**).

1.02 Price for Completion of the Work

- A. The District shall pay the Contractor the following Contract Sum (**Contract Sum**) for completion of Work in accordance with Contract Documents as set forth in the Contractor's Bid, attached hereto.
- B. The Contract Sum includes all allowances (if any).
- C. The Contract Sum is all inclusive and includes all Work; all federal, state, and local taxes on materials and equipment, and labor furnished by the Contractor, its subcontractors, subconsultants, architects, engineers, and vendors or otherwise arising out of the Contractor's performance of the Work, including any increases in any such taxes during the term of this Agreement; and any duties, fees, and royalties imposed with respect to any materials and equipment, labor or services. The taxes covered hereby include (but are not limited to) occupational, sales, use, excise, unemployment, FICA, and income taxes, customs, duties, and any and all other taxes on any item or service that is part of the Work, whether such taxes are normally included in the price of such

item or service or are normally stated separately. Notwithstanding the foregoing, each party shall bear such state or local inventory, real property, personal property or fixtures taxes as may be properly assessed against it by applicable taxing authorities.

COMMENCEMENT AND COMPLETION OF WORK

1.03 Commencement of Work

- A. The Contractor shall commence Work on the date established in the Notice to Proceed (**Commencement Date**).
- B. The District reserves the right to modify or alter the Commencement Date.

1.04 Completion of Work

- A. The Contractor shall achieve Substantial Completion of the entire Work within **150 Calendar** Days from the Commencement Date.
- B. The Contractor shall achieve Final Completion of the entire Work within **180 Calendar** from the Commencement Date.

ARTICLE 2 PROJECT REPRESENTATIVES

2.01 The District's Project Manager

- A. The District has designated Jim Carson, from Affinity Engineering, as its Project Manager to act as the District's Representative in all matters relating to the Contract Documents. If the Project Manager is an employee of the District, the Project Manager is the beneficiary of all the Contractor obligations to the District including, without limitation, all releases and indemnities.
- B. Project Manager shall have final authority over all matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of the District, to accept work, and to make decisions or actions binding on the District and shall have sole signature authority on behalf of the District.
- C. The District may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager, or other the District Representative.

2.02 Contractor's Project Manager and Other Key Personnel

- A. The Contractor has designated [_____] as its Project Manager to act as the Contractor's Representative in all matters relating to the Contract Documents.
- B. The Contractor has designated the following other Key Personnel for the Project:

<u>Name</u>	<u>Position</u>
_____	_____
_____	_____
_____	_____

2.03 The District Rights Regarding its Consultants

- A. Notwithstanding any provision of the Contract Documents that identifies a specific the District consultant (such as Architect, Construction Manager, or other) to perform one or more specific tasks (such as reviewing the Contractor submittals, approving the Contractor applications for payment, etc.), as between the District and the Contractor, the District may, in its sole discretion, either cause the task to be performed by its own forces, or cause it to be performed by any consultant it elects, provided only that tasks requiring a specific license be performed by properly licensed persons. Additionally, as between the District and the Contractor, the District may change the identity of any of its consultants at any time in its sole discretion and will provide reasonable notice thereof to the Contractor.

ARTICLE 3 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK

3.01 Liquidated Damage Amounts

The District and the Contractor recognize that time is of the essence of this Agreement and that the District will suffer financial loss in the form of Contract administration expenses (such as project management and consultant expenses), if all or any part of the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the Contract Documents. The Contractor and the District agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by the District because of a delay in completion of all or any part of the Work. Accordingly, the District and the Contractor agree that as liquidated damages for delay the Contractor shall pay the District:

- 3.1.1 Two thousand, five hundred dollars (\$ 2,500) for each Day that expires after the time specified herein for the Contractor to achieve Final Completion of the entire Work, until achieved.

These measures of liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by the District resulting from delay in completion of the Work. The Contractor and the District further understand and agree that liquidated damages are not intended to constitute a penalty against the Contractor.

- 3.2 Liquidated damages for delay shall only cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by the District as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from defective work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from the District (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.
- A. It is further agreed that prior to issuance of a Notice of Completion under the terms of this Contract, and as a condition precedent to the District's obligation for the issuance of the Notice of Completion and Final Payment, the Contractor shall submit to the District a "Maintenance and Warranty Bond" in form of Section 00 61 19 to be valued at ten percent (10%) of the final contract amount. Such Bond shall be in force and valid for a period of one (1) year unless extended.

ARTICLE 4 NOT USED.

ARTICLE 5 CONTRACTOR'S REPRESENTATIONS

In order to induce the District to enter into this Agreement, the Contractor makes the following representations and warranties:

- 5.1 The Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by the Contractor and safety precautions and programs incident thereto.
- 5.2 The Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings,

drawings, products specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which have been made available for Bidders or which may appear in the Drawings. The Contractor accepts the determination set forth in these Documents and Section 00 72 00 of the limited extent of the information contained in such materials upon which the Contractor may be entitled to rely. The Contractor agrees that except for the information so identified, the Contractor does not and shall not rely on any other information contained in such reports and drawings.

- 5.3 The Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.2 of this Agreement) that pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as the Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Section 00 72 00; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by the Contractor for such purposes.
- 5.4 The Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

ARTICLE 6 CONTRACT DOCUMENTS

- 6.01** The Contract Documents consist of the Documents listed in Section 00 01 10 Table of Contents.
- 6.02** There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 72 00 (General Conditions).

ARTICLE 7 MISCELLANEOUS

- 7.01** Terms and abbreviations used in this Agreement are defined in Document 00 7200 (General Conditions) and Section 01 42 00 (References and Definitions) and will have the meaning indicated therein.

-
- 7.02** The Contractor and the District understand and agree that in no instance are the persons signing this Agreement for or on behalf of the District or acting as an employee, agent, or representative of the District, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise. The Contractor and the District further understand and agree that liability of the District is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 7.03** The Contractor shall not assign any portion of the Contract Documents without the District's prior approval. Any assignment of any portion of the Contract Documents without the District's prior written approval shall be deemed null and void. The Contractor may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contract Code Section 4100, *et seq.*
- 7.04** Pursuant to Labor Code Section 1771.1(a), the Contractor represents that it and all of its Subcontractors are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. The Contractor covenants that any additional or substitute Subcontractors will be similarly registered and qualified.
- 7.05** In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time of the District tender's final payment to the Contractor, without further acknowledgment by the parties.
- 7.06** Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the District's **[Facilities Development and Management Division]**, may be obtained from the California Department of Industrial Relations website [<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>] and are deemed included in the Contract Documents, and shall be made available to any interested party on request. Pursuant to Labor Code Sections 1860 and 1861, in accordance with Labor Code Section 3700, every contractor will be required to secure the payment of compensation to the Contractor's employees. The Contractor represents that it is aware
-

of the provisions of Labor Code Section 3700 that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and the Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

7.07 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).

7.08 This Agreement and the Contract Documents shall be deemed to have been entered into in the City of _____, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Yuba, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in quadruplicate on the date and year first-above written.

DISTRICT:

General Manager

ATTEST, District Clerk

APPROVED AS TO FORM:

OPUD General Counsel

CONTRACTOR:

By: _____
Name:
Title: (If Corporation: Chairman, President
or Vice President)

By: _____
Name:
Title: (If Corporation: Chairman, President
or Vice President)

Address: _____

Two signatures are required if a corporation.

**NOTE: CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND
APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE
REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER
RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS
ENTITY.**

****END OF SECTION****

(EXAMPLE)

Dated: _____, 202[]

To: _____

(Contractor)

Address: _____

CONTRACT FOR: Well #35 Construction Project
Olivehurst Public Utility District
1970 9th Ave, Olivehurst, CA 95961

You are notified that the Contract Time under the above Contract will commence to run on _____ [202_]. On that date, you are to start performing your obligations with respect to Work at the Site under the Contract Documents. In accordance with Article 2 of Document 00 52 00 (Agreement), the dates of Substantial Completion and Final Completion for the entire Work are _____, [202_] and _____, [20_], respectively.

Before you may start any Work at the Site, you must:

1. Submit certified Safety Program and related information
2. Submit copies of applicable permits
3. Pre-construction meeting with all officials

OWNER: OLIVEHURST PUBLIC UTILITY DISTRICT

By: _____

Its: _____

****END OF SECTION****

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**00 61 13.13
Construction Performance Bond**

(EXAMPLE)

THIS CONSTRUCTION PERFORMANCE BOND (**Bond**) is dated **[Month, Day], 202_** is in the amount of **[Insert Amount]** (**Penal Sum**), which is 100% of the Contract Sum and is entered into by and between the parties listed below to ensure the faithful performance of the Contract identified below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 14 attached to this page. Any singular reference to **[Insert name of Contractor] (Contractor)**, **[Insert name of Surety] (Surety)**, **OLIVEHURST PUBLIC UTILITY DISTRICT (District)**, or other party shall be considered plural where applicable.

CONTRACTOR:

SURETY:

[Insert name of Contractor]

[Insert name of Surety]

Address

Principal Place of Business

City/State/Zip

City/State/Zip

CONSTRUCTION CONTRACT:

Agreement for the OLIVEHURST PUBLIC UTILITY DISTRICT, located at _____, , dated **[Month, Day], 202_**, in the amount of **[Insert Amount]**.

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

BOND TERMS AND CONDITIONS

- 1.** Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Owner for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.
- 2.** If Contractor completely and properly performs all of its obligations under the Construction Contract, Surety and Contractor shall have no obligation under this Bond.
- 3.** If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 3.1** Owner provides Surety with written notice that Owner has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and
 - 3.2** Owner has agreed to pay the Balance of Contract Sum:
 - 3.2.1** To Surety in accordance with the terms of this Bond and the Construction Contract; or
 - 3.2.2** To a Contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.
- 4.** When Owner has satisfied the conditions of Paragraph 3 above, Surety shall promptly (within 40 Days) and at Surety's expense elect to take one of the following actions:
 - 4.1** Arrange for Contractor, with consent of Owner, to perform and complete the Construction Contract (but Owner may withhold consent, in which case the Surety must elect an option described in Paragraphs 4.2, 4.3 or 4.4 below); or
 - 4.2** Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors or Construction entities; provided, that Surety may not select Contractor as its agent or independent contractor or Contractor without Owner's consent; or
 - 4.3** Undertake to perform and complete the Construction Contract by obtaining bids from qualified contractors or Construction entities

acceptable to Owner for a contract for performance and completion of the Construction Contract and, upon determination by Owner of the lowest responsive and responsible Bidder, arrange for a contract to be prepared for execution by Owner and the contractor or Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract; and, if Surety's obligations defined in Paragraph 6 below, exceed the Balance of Contract Sum, then Surety shall pay to Owner the amount of such excess; or

- 4.4** Waive its right to perform and complete, arrange for completion, or obtain a new contractor or Contractor, and with reasonable promptness under the circumstances and, after investigation and consultation with Owner, determine in good faith its monetary obligation to Owner under Paragraph 6 below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefor to Owner with full explanation of the payment's calculation. If Owner accepts Surety's tender under this Paragraph 4.4, Owner may still hold Surety liable for future damages then unknown or unliquidated resulting from the Contractor Default, as agreed by Owner and Surety at the time of tender. If Owner disputes the amount of Surety's tender under this Paragraph 4.4, Owner may exercise all remedies available to it at law to enforce Surety's liability under Paragraphs 6 and 7 below.
- 5.** At all times Owner shall be entitled to enforce any remedy available to Owner at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect Work, mitigate damages, advance critical Work to mitigate schedule delay, and coordinate Work with other consultants or contractors.
- 6.** If Surety elects to act under Paragraphs 4.1, 4.2 or 4.3 above, within the time period provided in Paragraph 4, above, and complies with its obligations under this Bond, Surety's obligations under this Bond are commensurate with Contractor's Construction Contract obligations. Surety's obligations include, but are not limited to:
- 6.1** Contractor's obligations to complete the Construction Contract and correct Defective Work.
- 6.2** Contractor's obligations to pay liquidated damages and for damages for which no liquidated damages are specified in the

Construction Contract, actual damages caused by non-performance of the Construction Contract including, but not limited to, all valid and proper back charges, offsets, payments, indemnities, or other damages; and

- 6.3** To the extent otherwise required of Contractor under the Construction Contract, Contractor's obligations to pay additional legal, design professional, and other costs not included within liquidated damages resulting from Contractor Default (but excluding attorney's fees incurred to enforce this Bond).
- 7.** If Surety does not elect to act under Paragraphs 4.1, 4.2, 4.3, or 4.4, above, within the time period provided in Paragraph 4, above, or comply with its obligations under this Bond, then Surety shall be deemed to be in default on this Bond ten Days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond. Such Surety default shall be independent of the Contractor Default. To the extent Surety's independent default causes Owner to suffer damages including, but not limited to, delay damages, which are different from, or in addition to (but not duplicative of) damages which Owner is entitled to receive under the Construction Contract, Surety shall also be liable for such damages. In the event any Surety obligation following its independent default is inconsistent or conflicts with California Civil Code Section 2809, or any other law which either prohibits, restricts, limits or modifies in any way any obligation of a surety which is larger in amount or in any other respect more burdensome than that of the principal, Surety hereby waives the provisions of such laws to that extent.
- 8.** If Surety elects to act under Paragraphs 4.1, 4.3 or 4.4 above, within the time period provided in Paragraph 4, above, and complies with all obligations under this Bond, Surety's monetary obligation under this Bond is limited to the Penal Sum.
- 9.** No right of action shall accrue on this Bond to any person or entity other than Owner or its successors or assigns.
- 10.** Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, design agreements, purchase orders and other obligations, including changes of time, and of any Owner action in accordance with Paragraph 5 above. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, Modification, deletion, or addition to the Contract Documents, or of the

Work (including services) required thereunder, or any Owner action in accordance with Paragraph 5 above shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond, unless such action is an Owner Default.

11. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between Owner and Contractor regarding the Construction Contract, or in the Superior Court of the County of Yuba, California, or in a court of competent jurisdiction in the location in which the Work is located. Communications from Owner to Surety under Paragraph 3.1 above shall be deemed to include the necessary agreements under Paragraph 3.2 above unless expressly stated otherwise.
12. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to Owner shall be mailed or delivered as provided in Document 00 52 00 (Agreement). Actual receipt of notice by Surety, Owner or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.
13. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein.

14. **Definitions**

14.1 Balance of Contract Sum: The total amount payable by Owner to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved Modifications to the Construction Contract.

14.2 Construction Contract: The agreement between Owner and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.

14.3 Contractor Default: Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract, limited to “default” or any other condition allowing a termination for cause as provided in Document 00 72 00 (General Conditions).

14.4 Owner Default: Material failure of Owner, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.

****END OF SECTION****

Construction Labor and Material Payment Bond

(SAMPLE)

KNOW ALL PERSONS BY THESE PRESENTS:

- 1.01 THAT WHEREAS, _____ (**Owner**) has awarded to **(Name of Contractor)** _____ as Principal, Contract Number _____ dated the _____ day of _____, 202[___] (the **Contract**), titled the Well #35 Construction Project in the amount of \$ _____, which Contract is by this reference made a part hereof, for the work of the following Contract:
- Project Number 2025-3 to construct the Well #35 Construction Project located as shown on Drawing W-1.
- 1.02 AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law.
- 1.03 NOW, THEREFORE, we, the undersigned Principal and **(Name of Surety)** _____, as Surety, are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT PRICE (**\$ _____**), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
- 1.04 THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code Section 91 00, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.
- 1.05 This bond shall inure to the benefit of any of the persons named in California Civil Code Section 91 00, as to give a right of action to such

Construction Labor and Material Payment Bond

persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic’s Lien Law.

- 1.06 Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.
- 1.07 Surety’s obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner’s rights against the other.
- 1.08 Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____, 202[___].

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature

Signature

Name

Name

Title

Title

February 13, 2025

00 61 13.16

Bid Set

Construction Labor and Material Payment Bond

Street Address

Street Address

City, State, Zip Code

City, State, Zip Code

****END OF SECTION****

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Escrow Agreement for Security Deposit in Lieu of Retention

(SAMPLE)

Public Contract Code Section 22300

THIS ESCROW AGREEMENT (“**Escrow Agreement**”) is made and entered into this __ day of _____, 202[___], by and between **OLIVEHURST PUBLIC UTILITY DISTRICT** (“**District**”), whose address is **[Address]**, CA, **[Name of Contractor]** (“**Contractor**”), whose principal place of business is located at **[Contractor’s Address]**, and the District, as escrow agent **[OR] [Name of Bank]**, a state or federally chartered bank in the State of California, whose place of business is located at **[Address]** (“**Escrow Agent**”).

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

1. Pursuant to Public Contract Code Section 22300, the Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by the District pursuant to Contract Number _____ entered into between the District and the Contractor for the Civic Center Campus Facilities Project in the amount of \$ _____ dated _____, 20__ (the “**Contract**”). Alternatively, on written request of the Contractor, the District shall make payments of the retention earnings directly to Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify the District within ten Days of the deposit. The market value of the securities at the time of substitution shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between the District and the Contractor. Securities shall be held in name of _____, and shall designate the Contractor as the beneficial owner.
2. The District shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified in Paragraph 1 of this Document 00 62 90.
3. When the District makes payment(s) of retention earned directly to Escrow Agent, Escrow Agent shall hold said payment(s) for the benefit of the Contractor until the time that the escrow created under this Escrow Agreement is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the District pays Escrow Agent directly.

Escrow Agreement for Security Deposit in Lieu of Retention

4. The Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of the District. Such expenses and payment terms shall be determined by the District, the Contractor, and Escrow Agent.
5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of the Contractor and shall be subject to withdrawal by the Contractor at any time and from time to time without notice to the District.
6. The Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the District to Escrow Agent that the District consents to withdrawal of amount sought to be withdrawn by the Contractor.
7. The District shall have the right to draw upon the securities in event of default by the Contractor. Upon seven Days written notice to Escrow Agent from the District of the default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the District.
8. Upon receipt of written notification from the District certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to the Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all money and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on written notifications from the District and the Contractor pursuant to Paragraphs 5 through 8, inclusive, of this Document 00 62 90 and the District and the Contractor shall hold Escrow Agent harmless from Escrow Agent’s release and disbursement of securities and interest as set forth.
10. Names of persons who are authorized to give written notice or to receive written notice on behalf of the District and on behalf of the Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

ON BEHALF OF OWNER:

ON BEHALF OF CONTRACTOR:

Title

Title

Escrow Agreement for Security Deposit in Lieu of Retention

Name

Name

Signature

Signature

Address

Address

City/State/Zip Code

City/State/Zip Code

ON BEHALF OF ESCROW AGENT:

Title

Name

Signature

Address

City/State/Zip Code

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

District:

CONTRACTOR

**OLIVEHURST PUBLIC
UTILITY DISTRICT**

Title

Title

Name

Name

Signature

Signature

Escrow Agreement for Security Deposit in Lieu of Retention

ATTEST

Signature

Print Name
Secretary

ESCROW AGENT

Title

Print Name

Signature

[IF REQUIRED] REVIEWED AS TO FORM:

Counsel for the District

Print Name

Date

At the time the Escrow Account is opened, the the District and the Contractor shall deliver to Escrow Agent a fully executed counterpart of this Document 00 6290.

****END OF SECTION****

**00 63 25
Substitution Request Form**

(SAMPLE)

To: **OLIVEHURST PUBLIC UTILITY DISTRICT PROJECT, Owner**

PROJECT: Well #35 Construction Project	Contractor:
Project No: 2025-003	

Substitution Request By:	Firm:
--------------------------	-------

Transmittal Record	Attn:	Firm:	Date Sent:	Date Rec'd:	Date Due:
Contractor to District					
Contractor to Engineer					
District to Contractor					
Engineer to Contractor					

We hereby submit for your consideration the following product instead of the specified item for the Project:

Section / Drawing	Article	Specified Item
Proposed Substitution:		

Substitution Request Form

We have (a) attached manufacturer's literature, including complete technical data and laboratory test results, if applicable, (b) attached an explanation of why proposed substitution is a true equivalent to specified item, (c) included complete information on changes to Contract Documents that the proposed substitution will require for its proper installation, and (d) filled in the blanks below:

Contractor to complete questions that follow and certify to the accuracy of all answers:

A.	Does the substitution affect dimensions shown in the Specifications or Drawings? Yes ___ / No ___. If No, please explain proposed mitigation and why substitution is equivalent to originally specified item:
B.	Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution? Yes ___ / No ___. If No, please state reasons explain why substitution is equivalent to originally specified item:
C.	What effect does the substitution have on other trades? No effect: ___ / Some effect ___. If substitution will affect other trades, please explain the effect and why substitution is equivalent to originally specified item:
D.	Will substitution cause change to Project Schedule, or to critical delivery dates? Add? Shorten? If the substitution will add to schedule dates or affect critical activities, please explain why substitution is equivalent to originally specified item:
E.	Please describe differences between proposed substitution and specified item? Please explain and identify any and all differences, and please explain why substitution is equivalent to originally specified item:
F.	What is the Cost Differential to Contractor in original specified item and proposed substitution including all mark-ups? [If substitution requested during bid period, skip this question.]

00 63 25
Substitution Request Form

G.	Are Manufacturer's guarantees for the proposed item the same as for item specified? Yes ___; No___. If No, please explain why substitution is equivalent to originally specified item:
H.	Contractor accepts full responsibility for delays caused by redesign of other items of the Work necessitated by substitution? Yes __ / No __. If No, please state reasons and explain why substitution is equivalent to originally specified item:
I.	Contractor states that the function, appearance and quality are equivalent or superior to the specified item? Yes __ / No __. If No, please explain why substitution is equivalent to originally specified item:

We certify that the function, appearance, and quality of the proposed substitution are equivalent or superior to those of the specified item, except as we may specifically state otherwise in this request.

Submitted _____	by:	Signature: _____
Firm: _____		Date: _____
Address: _____		Phone / Fax: _____

Remarks: _____

Consultant Response ___ Accepted ___ Not Accepted	Owner Representative Response ___ Accepted ___ Not Accepted
---	---

00 63 25
Substitution Request Form

Accepted As Noted

Accepted As Noted

Received Too Late

Received Too Late

Remarks: _____

Remarks: _____

By: _____

By: _____

****END OF SECTION****

Agreement and Release of Any and All Claims

[Public Contract Code Section 7100]

THIS AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS (**Agreement and Release**), made and entered into this [**Date**] day of [**Month**], [202**__**], by and between **OLIVEHURST PUBLIC UTILITY DISTRICT (District)**, and [**Enter Name of Contractor**] (**Contractor**), whose place of business is at [**Enter Address of Contractor**].

RECITALS

- A. District and Contractor entered into Contract (the “**Contract**”) for construction of Well #35 Construction Project, located as shown on Drawing W-1 in Olivehurst, CA.
- B. The Work under the Contract has been completed.

AGREEMENT

NOW THEREFORE, it is mutually agreed between District and Contractor as follows:

- 1. Contractor will not be assessed liquidated damages except as detailed below:

Original Contract Sum: \$ _____

Modified Contract Sum: \$ _____

Payment to Date: \$ _____

Liquidated Damages: \$ _____

Payment Due Contractor: \$ _____

- 2. Subject to the provisions of this Agreement and Release, District will forthwith pay to Contractor the sum of _____ Dollars (\$ _____) under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with District as of the date of such payment.

- 3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against District arising from the Contract, except for the claims described in Paragraph 4 of this Section 00 6530. It is the intention of the parties in executing this Agreement

Agreement and Release of Any and All Claims

and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against District, and all of its agents, employees, consultants, inspectors, representatives, assignees and transferees, except for the Disputed Claims set forth in Paragraph 4 of this Section 00 65 30. Nothing in this Agreement and Release shall limit or modify the Contractor’s continuing obligations described in Paragraph 6 of this Section 00 6530.

4. The following claims submitted under Section 00 72 00 (General Conditions), Article 12, are disputed (**Disputed Claims**) and are specifically excluded from the operation of this Agreement and Release.

[Insert information in Chart below, affix attachment if necessary]

CLAIM NO.	DATE SUBMITTED	DESCRIPTION OF CLAIM	AMOUNT OF CLAIM

5. Consistent with California Public Contract Code Section 71 00, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 2 of this Section 00 65 30, Contractor hereby releases and forever discharges District, and all of its agents, employees, consultants, inspectors, assignees and transferees from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.
6. Guarantees and warranties for the Work, and any other continuing obligation of the Contractor, shall remain in full force and effect as specified in the Contract Documents.
7. Contractor shall immediately defend, indemnify and hold harmless District, any of the District’s Representatives, Project Manager, and all of their agents, employees, consultants, inspectors, assignees and transferees, from any and all claims, demands, actions, causes of action,

Agreement and Release of Any and All Claims

obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Contractor's suppliers and/or Subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of the Contract, except for the Disputed Claims set forth in Paragraph 4 of this Section 00 65 30.

8. Contractor hereby waives the provisions of California Civil Code Section 1542, which provide as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

9. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling, or regulation, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.
10. Contractor represents and warrants that it is the true and lawful District of all claims and other matters released pursuant to this Agreement and Release, and that it has full right, title and authority to enter into this instrument. Each party represents and warrants that it has been represented by counsel of its own choosing in connection with this Agreement and Release.
11. All rights of District shall survive completion of the Work or termination of the Contract, and execution of this Agreement and Release.

*** * * CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING * * ***

Agreement and Release of Any and All Claims

DISTRICT: OLIVEHURST PUBLIC UTILITY DISTRICT PROJECT

By: _____
Signature

Name: _____
Print

Its: _____
Title

[CONTRACTOR]

By: _____
Signature

Name: _____
Print

Its: _____
Title

[CONTRACTOR]

By: _____
Signature

Name: _____
Print

Its: _____
Title

[IF REQUIRED] REVIEWED AS TO FORM:

Dated: _____, [20__]

By: _____
Counsel for District

Name: _____
Print

****END OF SECTION****

TO: The **OLIVEHURST PUBLIC UTILITY DISTRICT PROJECT (District)**, for construction of the Well #35 Construction Project, located as shown on project drawing W-1.

The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

- 1.01** Contractor hereby grants to the District for a period of three years following the date of Final Acceptance of the Work completed, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.
- 1.02** Neither final payment nor use nor occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guaranty or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. The Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within three year, or longer if specified, from the date of Final Acceptance of the Work completed.
- 1.03** If within three years after the date of Final Acceptance, or such other period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents or any extended warranty or guaranty, any Work is found to be Defective, Contractor shall promptly, without cost to District and in accordance with District's written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by District and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to comply promptly with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, District may have the Defective Work corrected or the rejected Work removed and replaced. The Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work or defects are discovered outside the correction period, District shall have all rights and remedies granted by law.
- 1.04** Contractor shall respond within 72 hours to any claim made by District pursuant to this guaranty.

1.05 Observation and inspection of the Work shall not relieve the Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, the Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be Defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

1.06 This Guaranty is in addition to any other Contractor warranties contained in the Contract Documents, and not in lieu of any and all other Contractor liability imposed under the Contract Documents or at law. In the event of any conflict or inconsistency between the terms of this Guaranty and any Contractor warranty or obligation Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the greater protection to District.

Date: _____, 20[]

Contractor's Name

By: _____
Signature

Print Name

Title

Street Address

City, State, Zip code

****END OF SECTION****

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ARTICLE 1 - INTERPRETATION OF CONTRACT DOCUMENTS**1.01 Interpretation of Documents**

- A. Contract Documents are complementary; what is called for by one is as binding as if called for by all.
- B. Individual Contract Documents subdivide at first level into Articles, and then into paragraphs.

1.02 Order of Precedence of Documents

- A. In the case of discrepancy or ambiguity in the Contract Documents, the following order of precedence shall prevail:
 - 1. Modifications in inverse chronological order (i.e., most recent first), and in the same order as specific portions they are modifying;
 - 2. Contract Forms (Document 00 52 00 and other 50 00 and 60 00 series Documents), and terms and conditions referenced therein;
 - 3. Supplemental General Conditions (Document 00 73 01 and other 73 00 series Documents), if included;
 - 4. General Conditions (Document 00 72 00);
 - 5. Division 01 General Requirements, if included;
 - 6. Drawings and Technical Specifications (Division 02 and above);
 - 7. Written words over figures, unless obviously incorrect;
 - 8. Figured dimensions over scaled dimensions;
 - 9. Large-scale Drawings over small-scale Drawings.
- B. Any conflict between Drawings and Technical Specifications (Division 2 and above) will be resolved in favor of the document of the latest date (i.e., the most recent document), and if the dates are the same or not determinable, then in favor of Specifications.
- C. Any conflict between a bill or list of materials shown in the Contract Documents and the actual quantities required to complete Work required by Contract Documents, will be resolved in favor of the actual quantities.
- D. All Technical Specifications included in the Project manual shall be included within the Contract Documents unless identified otherwise.

ARTICLE 2 - PRE-BID INVESTIGATIONS**2.01 Pre-Bid Investigations Required**

- A. Prior to and as a condition of submitting a Bid and executing Document 00 52 00 (Agreement), Contractor shall make reasonable efforts to investigate fully the Work of the Contract. Contractor shall visit the Site, examine thoroughly and understand fully the nature and extent of the

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- Contract Documents, Work, Site, locality, actual conditions and as-built conditions.
- B. Contractor's investigation shall include, without limitation, requesting and thoroughly examining of all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, product specification(s) or reports, made available by Owner for pre-bidding or contracting purposes or during Contractor's pre-bid investigations, of existing above ground and (to the extent applicable) below ground conditions (together, **Existing Conditions Data**), including, as applicable, Underground Facilities, geotechnical data, as-built data, utility surveys, record documents of all types, hazardous materials surveys, or similar materials which may appear or be referenced in the Project Manual or the in the Contract Documents, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- C. Contractor's investigations shall consider fully the fact that Existing Conditions Data is in many cases based on information furnished to Owner by others (e.g., the prior owner or builders), and that due to their age or their chain of custody since preparation, may not meet current industry standards for accuracy. Contractor shall also: (i.) provide Owner with prompt written notice of all conflicts, errors, ambiguities, or discrepancies of any type, that it discovered in or among the Contract Documents and the Existing Conditions Data, and (ii.) subject to Owner's approval, conduct any such additional or supplementary examinations, investigations, explorations, tests, studies and data compilations, concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise, which Contractor may deem necessary in order to perform and furnish the Work in accordance with the terms and conditions of Contract Documents.
- D. During performance of the Contract, Contractor will be charged with knowledge of all information that it should have learned in performing these pre-bid investigations and other obligations, and shall not be entitled to Change Orders (time or compensation) due to any information, error, inconsistency, omission, or conditions that Contractor should have known as a part of this Work. Contractor shall be responsible for the resultant losses, including, without limitation, the cost of correcting Defective Work.

2.02 Limited Reliance Permitted On Owner's Existing Conditions Data

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- A. Regarding aboveground and as-built conditions shown on the Contract Documents or supplied by Owner, such information has been compiled in good faith, however, Owner does not expressly or impliedly warrant or represent that such information is correctly shown or indicated, or otherwise complete for construction purposes. Contractor must independently verify such information as part of its pre-bid investigations, and where conditions are not reasonably verifiable or discrepancies are identified, bring such matters to Owner's attention through written question issued during the bid period. In executing Document 00 52 00 (Agreement), Contractor shall rely on the results of its own independent investigation and shall not rely on Owner-supplied information regarding aboveground conditions and as-built conditions, and Contractor shall accept full responsibility for its verification work sufficient to complete the Work as intended.
- B. Regarding subsurface conditions other than Underground Facilities shown on the Contract Documents or otherwise supplied by Owner, Contractor may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated in the Contract Documents. Owner is not responsible for the completeness of any subsurface condition information, Contractor's conclusions or opinions drawn from any subsurface condition information, or subsurface conditions that are not specifically shown. (For example, Owner is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown.)

2.03 Pre-Bid Investigation Requirements For Excavation and Utilities Relocation Projects

- A. As part of its pre-bid investigations for Projects involving excavation and/or relocation of existing utilities, Contractor shall make reasonable efforts to verify information regarding Underground Facilities including, without limitation, requesting additional information or verification of information as necessary.
- B. Because of the nature and location of Owner and the Project, the existence of Underground Facilities is deemed inherent in the Work of the Contract, as is the fact that Underground Facilities are not always accurately shown or completely shown on as-built records, both as to their depth and location. Contractor shall, therefore, take care to note the existence and potential existence of Underground Facilities, in particular, above and below grade structures, drainage lines, storm drains, sewers, water, gas, electrical, chemical, hot water, and other similar items and utilities. Contractor shall carefully consider all

supplied information, request additional information Contractor may deem necessary, and visually inspect the Site for above ground indications of Underground Facilities (such as, for example not by way of limitation, the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main or other visible facilities, such as buildings, manholes, new asphalt, meters and junction boxes, on or adjacent to the Site). Contractor shall also consider local underground conditions and typical practices for Underground Facilities, either through its own direct knowledge or through its subcontractors, and fully consider this knowledge in assessing the existing information and the reasonableness of its reliance.

ARTICLE 3 - SUBCONTRACTORS

3.01 Subcontractor Listing Law

- A. Contractor shall comply with the Subcontractor Listing law, Public Contract Code Sections 4101, et seq. Contractor shall not substitute any other person or firm in place of any Subcontractor listed in the Bid except as may be allowed by law.
- B. Subcontractors shall not assign or transfer their subcontracts or permit them to be performed by any other contractor without Owner's written approval. At Owner's request, Contractor shall provide Owner with a complete copy of all executed subcontracts or final commercial agreements with Subcontractors and/or suppliers.

3.02 Subcontracts

- A. Subcontract agreements shall preserve and protect the rights of Owner under the Contract Documents so that subcontracting will not prejudice such rights. To the extent of the Work to be performed by a Subcontractor, Contractor shall require the Subcontractor's written agreement (i) to be bound to the terms of Contract Documents and (ii) to assume vis-à-vis Contractor all the obligations and responsibilities that Contractor assumes toward Owner under the Contract Documents. (These agreements include, without limitation, all warranties, claims procedures and rules governing submittals of all types to which Contractor is subject under the Contract Documents.)
- B. Contractor shall provide for the assignment to Owner of all rights any Subcontractor (of any tier) may have against any manufacturer, supplier, or distributor for breach of warranties and guarantees relating to the Work performed by the Subcontractor under the Contract Documents. Subcontracts shall provide and acknowledge Owner as an intended

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- third-party beneficiary of each subcontract and supply contract (of any tier).
- C. Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and Owner. If a legal action, including arbitration and litigation, against Owner is initiated by a subcontractor or supplier, Contractor shall reimburse Owner for the amount of Owner's attorney's fees and costs, engineering and all other expenses incurred by Owner in defending itself in said action.
 - D. Owner reserves the right to approve all subcontractors. Such approval shall be a consideration to the awarding of the Agreement and unless notification to the contrary is given to the Contractor prior to the signing of the Agreement, the list of subcontractors that is submitted with its proposal will be deemed to be acceptable.

ARTICLE 4 - DRAWINGS AND SPECIFICATIONS

4.01 Intent of Drawings and Specifications

- A. Contractor shall interpret words or phrases used to describe Work (including services), materials, or equipment that have well-known technical or construction industry or trade meaning in accordance with that meaning. Drawings' intent specifically includes the intent to depict construction that complies with all applicable laws, codes and standards.
- B. As part of the **Work**, Contractor shall provide all labor, materials, equipment, machinery, tools, facilities, services, employee training and testing, hoisting facilities, Shop Drawings, storage, testing, security, transportation, disposal, the securing of all necessary or required field dimensions, the cutting or patching of existing materials, notices, permits, documents, reports, agreements and any other items required or necessary to timely and fully complete Work described and the results intended by Contract Documents and, in particular, Drawings and Specifications. Divisions and Specification Sections and the identification on any Drawings shall not control Contractor in dividing Work among Subcontractors or suppliers or delineating the Work to be performed by any specific trade.
- C. Contractor shall perform reasonably implied parts of Work as **incidental work** although absent from Drawings and Specifications. Incidental work includes any work not shown on Drawings or described in Specifications that is necessary or normally or customarily required as a part of the Work shown on Drawings or described in Specifications. Incidental work includes any work necessary or required to make each installation satisfactory, legally operable, functional, and consistent with the intent of Drawings and Specifications or the requirements of Contract Documents. Contractor shall perform incidental work without extra cost

to Owner. Incidental work shall be treated as if fully described in Specifications and shown on Drawings, and the expense of incidental work shall be included in price Bid and Contract Sum.

4.02 Checking of Drawings and Specifications

- A. Before undertaking each part of Work, Contractor shall carefully study and compare Contract Documents and check and verify pertinent figures shown in the Contract Documents and all applicable field measurements. Contractor shall be responsible for any errors that might have been avoided by such comparison. Figures shown on Drawings shall be followed; Contractor shall not scale measurements. Contractor shall promptly report to Owner, in writing, any conflict, error, ambiguity or discrepancy that Contractor may discover. Contractor shall obtain a written interpretation or clarification from Owner before proceeding with any Work affected thereby. Contractor shall provide Owner with a follow-up correspondence every ten Days until it receives a satisfactory interpretation or clarification.

4.03 Interpretation of Drawings and Specifications

- A. A typical or representative detail on Drawings shall constitute the standard for workmanship and material throughout corresponding parts of Work. Where necessary, and where reasonably inferable from Drawings, Contractor shall adapt such representative detail for application to such corresponding parts of Work. The details of such adaptation shall be subject to prior approval by Owner. Repetitive features shown in outline on Drawings shall be in exact accordance with corresponding features completely shown.
- B. Should any discrepancy appear or any misunderstanding arise as to the import of anything contained in Drawings and Specifications, or should Contractor have any questions or requests relating to Drawings or Specifications, Contractor shall refer the matter to Owner, in writing, with a copy to the Architect/Engineer. Owner will issue (or cause to be issued) with reasonable promptness written responses, clarifications or interpretations as Owner may determine necessary. All written responses, clarifications and interpretations under this Paragraph shall be consistent with the intent of and be reasonably inferable from Contract Documents, and binding upon Contractor. If Contractor believes that a written response, clarification or interpretation justifies an adjustment in the Contract Sum or Contract Time, Contractor shall give Owner prompt written notice. If the parties are unable to agree to the amount or extent of the adjustment, if any, then Contractor shall perform the Work in conformance with Owner's response, clarification, or

interpretation and may make a written claim for the adjustment as provided in Article 12.

- C. The following general specifications shall apply wherever in the Specifications, or in any directions given by Owner in accordance with or supplementing Specifications, it is provided that Contractor shall furnish materials or manufactured articles or shall do Work for which no detailed specifications are shown. Materials or manufactured articles shall be of the best grade, in quality and workmanship, obtainable in the market from firms of established good reputation. If not ordinarily carried in stock, the materials or manufactured articles shall conform to industry standards for first class materials or articles of the kind required, with due consideration of the use to which they are to be put. Work shall conform to the usual standards or codes, such as those cited herein, for first class work of the kind required. Contractor shall specify in writing to Owner, at least 10 Business Days prior to furnishing such materials or performing such Work, the materials to be used or Work to be performed under this Paragraph.

4.04 Use of Drawings and Specifications

- A. Drawings, Specifications and other Contract Documents were prepared for use for Work of Contract Documents only. No part of Contract Documents shall be used for any other construction or for any other purpose except with the written consent of Owner. Any unauthorized use of Contract Documents is prohibited and at the sole liability of the user.

ARTICLE 5 - COMMENCEMENT OF THE WORK

5.01 Submission of Required Schedules

- A. Unless otherwise indicated in Contract Documents, Contractor shall submit to Owner in draft for review and discussion at the Preconstruction Conference, and in final prior to the first payment application, the following schedules:
1. Schedule of Values;
 2. Progress Schedule, and
 3. Schedule of Submittals.
- B. No progress payment shall be due or owing to Contractor until such schedules are submitted to and acceptable to Owner and/or Architect/Engineer as meeting the requirements of the Contract Documents. In Owner's sole discretion, Owner may elect to instead withhold a portion of any progress payment for unacceptable compliance with contract requirements for such schedules.

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- C. Owner's acceptance of Contractor's schedules will not create any duty of care or impose on Owner any responsibility for the sequencing, scheduling or progress of Work, nor will it interfere with or relieve Contractor from Contractor's full responsibility therefore.

5.02 Commencement Date of Contract Time

- A. The Contract Time will commence to run on the 30th Day after the issuance of the Notice of Award or, if a Notice to Proceed is given, on the date indicated in the Notice to Proceed.
- B. Owner may give a Notice to Proceed at any time within 30 Days after the Notice of Award. Contractor shall not do any Work at the Site prior to the date on which the Contract Time commences to run.

ARTICLE 6 - CONTRACTOR'S ORGANIZATION AND EQUIPMENT

6.01 Contractor's Legal Address

- A. Address and facsimile number given in Contractor's Bid are hereby designated as Contractor's legal address and facsimile number. Contractor may change its legal address and facsimile number by notice in writing, delivered to Owner, which in conspicuous language advises Owner of a change in legal address or facsimile number, and which Owner accepts in writing. Delivery to Contractor's legal address or depositing in any post office or post office box regularly maintained by the United States Postal Service, in a wrapper with postage affixed, directed to Contractor at Contractor's legal address, or of any drawings, notice, letter or other communication, shall be deemed legal and sufficient service thereof upon Contractor. Facsimile to Contractor's designated facsimile number of any letter, memorandum, or other communication on standard or legal sized paper, with proof of facsimile transmission, shall be deemed legal and sufficient service thereof upon Contractor.

6.02 Contractor's Superintendents or Forepersons

- A. Contractor shall at all times be represented on Site by one or more superintendents or forepersons authorized and competent to receive and carry out any instructions that Owner may give, and shall be liable for faithful observance of instructions delivered to Contractor or to authorized representative or representatives on Site.

6.03 Proficiency In English

- A. Supervisors, security guards, safety personnel and employees who have unescorted access to the Site shall possess proficiency in the English language in order to understand, receive and carry out oral and written

communications or instructions relating to their job functions, including safety and security requirements.

6.04 Contractor's and Subcontractors' Employees

- A. Contractor shall employ, and shall permit its Subcontractors to employ, only competent and skillful personnel to do Work. If Owner notifies Contractor that any of its employees, or any of its Subcontractors' employees on Work is incompetent, unfaithful, disorderly or profane, or fails to observe customary standards of conduct or refuses to carry out any provision of the Contract Documents, or uses threatening or abusive language to any person on Work representing Owner, or violates sanitary rules, or is otherwise unsatisfactory, and if Owner requests that such person be discharged from Work, then Contractor or its Subcontractor shall immediately discharge such person from Work and the discharged person shall not be re-employed on the Work except with consent of Owner. **Such discharge shall not be the basis for any claim for compensation or damages against Owner or any of its officers, directors, employees or agents.**

6.05 Contractor's Use of The Site

- A. Contractor shall not make any arrangements with any person to permit occupancy or use of any land, structure or building within the limits of the Work, for any purpose whatsoever, either with or without compensation, in conflict with any agreement between Owner and any owner, former owner or tenant of such land, structure or buildings. Contractor may not occupy Owner-owned property outside the limit of the Work as indicated on the Drawings unless it obtains prior approval from Owner.

6.06 Contractor's Site Office

- A. Unless expressly provided otherwise in the Contract Documents, Contractor shall provide a site office staffed by a resident project manager or job superintendent.

ARTICLE 7 - OWNER'S ADMINISTRATION OF WORK

7.01 Owner's Representative(s)

- A. Owner's Representative(s) will have limited authority to act on behalf of Owner as set forth in the Contract Documents.
- B. Except as otherwise provided in these Contract Documents or subsequently identified in writing by Owner, Owner will issue all communications to Contractor through Owner's Representative, and

Contractor shall issue all communications to Owner through Owner's Representative in a written document delivered to Owner.

- C. Should any direct communications between Contractor and Owner's consultants, architects or engineers not identified in Article 2 of Document 00 52 00 (Agreement) occur during field visits or by telephone, Contractor shall immediately confirm them in a written document copied to Owner.

7.02 **Owner's Observation of The Work**

- A. Work shall be performed under Owner's general observation and administration. Contractor shall comply with Owner's directions and instructions in accordance with the terms of Contract Documents, but nothing contained in these General Conditions shall be taken to relieve Contractor of any obligations or liabilities under the Contract Documents. Owner's failure to review or, upon review, failure to object to any aspect of Work reviewed, shall not be deemed a waiver or approval of any non-conforming aspect of Work. Owner may designate any person or persons in Owner's sole discretion to perform Owner's general observation and administration.
- B. Subject to those rights specifically reserved in the Contract Documents, Owner will not supervise, or direct, or have control over, or be responsible for, Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or Contractor's failure to comply with laws and regulations applicable to the furnishing or performance of Work. Owner will not be responsible for Contractor's failure to perform or furnish the Work in accordance with Contract Documents.

7.03 **Consultant's Observation of Work**

- A. Owner may engage one or more of the following to assist in administering the Work: an Architect/Engineer, Project Manager, Construction Manager, or any other independent consultant (collectively for purposes of this Article 7, **Consultant**). If so engaged, Consultant will advise and consult with Owner, but will have authority to act on behalf of Owner only to extent provided in the Contract Documents or as set forth in writing by Owner. Consultant will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with Work. Consultant will not be responsible for or have control over the acts or omissions of Contractor, Subcontractors or their agents or employees, or any other persons performing Work.

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- B. Consultant may review Contractor's Submittals, such as Shop Drawings, Product Data, and Samples, but only for conformance with design concept of Work and with information given in the Contract Documents.
 - C. Consultant may visit the Site at intervals appropriate to stage of construction to become familiar generally with the progress and quality of Work and to determine in general if Work is proceeding in accordance with Contract Documents. Based on its observations, Consultant may recommend to Owner that it disapproves or rejects Work that Consultant believes to be Defective or will not produce a complete Project that conforms to Contract Documents, or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by Contract Documents. Consultant may also recommend to Owner special inspection or testing of Work, whether or not the Work is fabricated, installed, or completed.
 - D. Consultant may conduct observations or inspections to recommend to Owner the dates that Contractor has achieved Substantial Completion and Final Completion, and will receive and forward to Owner for review written warranties and related documents required by Contract Documents.

7.04 Owner's and Consultant's Exercise of Contract Responsibilities

- A. Owner, Consultant, and all Owner's representatives, in performing their duties and responsibilities under the Contract Documents, accept no duties, responsibilities or duty of care, nor may the same be implied or inferred, towards Contractor, any Subcontractor, sub-Subcontractor or supplier, except those set forth expressly in the Contract Documents.

7.05 Owner's Right of Access to The Work

- A. During performance of Work, Owner, Consultant, and all Owner's representatives may at any time enter upon Work, shops or studios where any part of the Work may be in preparation, or factories where any materials for use in Work are being or are to be manufactured, and Contractor shall provide proper and safe facilities for this purpose, and shall make arrangements with manufacturers to facilitate inspection of their processes and products to such extent as Owner's interests may require. Other contractors performing work for Owner may also enter upon Work for all purposes required by their respective contracts. Subject to the rights reserved in the Contract Documents, Contractor shall have sole care, custody, and control of the Site and its Work areas.

7.06 Owner's Right of Separate Construction

- A. Owner may perform with its own forces, construction or operations related to the Project, or the Site during Contractor's operations. Owner

may also award separate contracts in connection with other portions of the Project or other construction or operations, on the Site or areas contiguous to the Site, under conditions similar to these Contract Documents, or may have utility Owners perform other work up to a portion of the work equivalent to 25% of the total bid amount.

- B. Contractor shall adjust its schedule and fully coordinate with and shall afford all other contractors, utility districts and Owner (if Owner is performing work with its own forces), proper and safe access to the Site, and reasonable opportunity for the installation and storage of their materials. Contractor shall ensure that the execution of its Work properly connects and coordinates with others' work, do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work, and shall cooperate with them to facilitate the progress of the Work.
- C. To the extent that any part of Contractor's Work is to interface with work performed or installed by other contractors or utility owners, Contractor shall inspect and measure the in-place work. Contractor shall promptly report to Owner in writing any defect in in-place work that will impede or increase the cost of Contractor's interface unless corrected.

ARTICLE 8 - CONTRACTOR'S PROSECUTION AND PROGRESS OF THE WORK

8.01 Contractor to Supervise The Work

- A. Subject to those rights specifically reserved in the Contract Documents, Contractor shall supervise, direct, have control over, and be responsible for, Contractor's means, methods, techniques, sequences or procedures of construction, safety precautions and programs incident thereto, and compliance with laws and regulations applicable to the furnishing or performance of Work.
- B. Contractor shall keep on the Site at all times during Work progress a competent resident Superintendent, who shall not be replaced without Owner's express written consent and, if applicable, payment of liquidated damages as required by Document 00 52 00 (Agreement). The Superintendent shall be Contractor's representative at the Site and shall have complete authority to act on behalf of Contractor. All communications to and from the Superintendent shall be as binding as if given to or by Contractor.
- C. Contractor shall supervise, inspect, and direct Work competently and efficiently, devoting the attention and applying such personal skills and expertise as may be required and necessary to perform Work in accordance with Contract Documents. Contractor shall be solely responsible for and have control and charge of construction means,

methods, techniques, sequences and procedures, safety precautions and programs in connection with the Work. Contractor shall be responsible to see that the completed Work complies accurately with Contract Documents.

- D. Contractor is fully responsible for Contractor's own acts and omissions. Contractor is responsible for all acts and omissions of its Subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Work, labor, materials, or equipment under a direct or indirect contract with Contractor.
- E. Contractor shall conduct monthly Contractor Safety Committee meetings, and weekly toolbox safety talks.

8.02 Contractor to Maintain Cost Data

- A. Contractor shall maintain full and correct information as to the number of workers employed in connection with each subdivision of Work, the classification and rate of pay of each worker in form of certified payrolls, the cost to Contractor of each class of materials, tools and appliances used by Contractor in Work, and the amount of each class of materials used in each subdivision of Work. Contractor shall provide Owner with monthly summaries of this information. If Contractor maintains or is capable of generating summaries or reports comparing actual Project costs with Bid estimates or budgets, Contractor shall provide Owner with a copy of such report upon Owner's request.
- B. Contractor shall maintain daily job reports recording all significant activity on the job, including the number of workers on Site, Work activities, problems encountered and delays. Contractor shall provide Owner with copies for each Day Contractor works on the Project, to be delivered to Owner either the same Day or the following morning before starting work at the Site. Contractor shall take pre-construction and monthly progress photographs of all areas of the Work. Contractor shall maintain copies of all correspondence with Subcontractors and records of meetings with Subcontractors.
- C. Owner shall have the right to audit and copy Contractor's books and records of any type, nature or description relating to the Project (including, without limitation, financial records reflecting in any way costs claimed on the Project), and to inspect the Site, including Contractor's trailer, or other job Site office, and this requirement shall be contained in the subcontracts of Subcontractors working on Site. By way of example, Owner shall have the right to inspect and obtain copies of all Contract Documents, planning and design documents, Bid proposal and negotiation documents, cost records and job cost variance reports, design modification proposals, value engineering or other cost

reduction proposals, revisions made to the original design, job progress reports, photographs, and as-built drawings maintained by Contractor. Owner and any other applicable governmental entity shall have the right to inspect all information and documents maintained hereunder at any time during the Project and for a period of five years following Final Completion, in accordance with the provisions of Government Code Section 8546.7. This right of inspection shall not relieve Contractor of its duties and obligations under the Contract Documents. This right of inspection shall be specifically enforceable in a court of law, either independently or in conjunction with enforcement of any other rights in the Contract Documents.

8.03 Contractor to Supply Sufficient Workers and Materials

- A. Unless otherwise required by Owner under the terms of Contract Documents, Contractor shall at all times keep on the Site materials and employ qualified workers sufficient to prosecute Work at a rate and in a sequence and manner necessary to complete Work within the Contract Time. This obligation shall remain in full force and effect notwithstanding disputes or claims of any type.
- B. At any time during progress of Work should Contractor directly or indirectly (through Subcontractors) refuse, neglect, or be unable to supply sufficient materials or employ qualified workers to prosecute the Work as required, then Owner may require Contractor to accelerate the Work and/or furnish additional qualified workers or materials as Owner may consider necessary, at no cost to Owner. If Contractor does not comply with the notice within three Business Days of date of service thereof, Owner shall have the right (but not a duty) to provide materials and qualified workers to finish the Work or any affected portion of Work, as Owner may elect. Owner may, at its discretion, exclude Contractor from the Site, or portions of the Site or separate work elements during the time period that Owner exercises this right. Owner will deduct from moneys due or which may thereafter become due under the Contract Documents, the sums necessary to meet expenses thereby incurred and paid to persons supplying materials and doing Work. Owner will deduct from funds or appropriations set aside for purposes of Contract Documents the amount of such payments and charge them to Contractor as if paid to Contractor. Contractor shall remain liable for resulting delay, including liquidated damages and indemnification of Owner from claims of others.
- C. Exercise by Owner of the rights conferred upon Owner in this subparagraph is entirely discretionary on the part of Owner. Owner shall have no duty or obligation to exercise the rights referred to in this

subparagraph and its failure to exercise such rights shall not be deemed an approval of existing Work progress or a waiver or limitation of Owner's right to exercise such rights in other concurrent or future similar circumstances. (The rights conferred upon Owner under this subparagraph are, like all other such rights, cumulative to Owner's other rights under any provision of the Contract Documents.)

8.04 Contractor to Maintain Project Record Documents

- A. As more specifically described in Section 01 78 39, Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Contract Modifications, Change Orders, Work Directives, Force Account orders, and written interpretations and clarifications in good order and annotated to show all as-built changes made during construction. These Project Record Documents, together with all approved Samples and a counterpart of all approved Shop Drawings, shall be maintained and available to Owner for reference. Upon completion of the Work, Contractor shall deliver to Owner, the Project Record Documents, Samples and Shop Drawings and as-built drawings.
- B. Throughout Contractor's performance of the Work of the Project, Contractor shall maintain construction records to include: shop drawings; product data/material data sheets; samples; submittal; purchases; materials; equipment; inspections; applicable handbooks; applicable codes and standards; maintenance and operating manuals and instructions; RFI Log; Submittal Log; other related documents and revisions which arise out of the Construction Contracts. Contractor shall maintain records of principal building layout lines, elevations for the bottom of footings, floor levels, and key site elevations (certified by a qualified surveyor or professional engineer). Contractor shall make all records available to Owner. At the completion of the Project, Contractor shall deliver all such records to the Owner to have a complete set of record as-built drawings.

8.05 Contractor to Not Disrupt Owner Operation

- A. Contractor shall schedule and execute all Work in a manner that does not interfere with or disrupt Owner operations including, without limitation, parking, utilities (electricity, gas, water), noise, access by employees and administration, access by vendors, physicians, patients and any other person or entity using Owner facilities or doing business with Owner. Contractor shall produce and supply coordination plans and requests to Owner, following Owner procedures, for all necessary interference of construction with Owner, which Owner will reasonably cooperate with.

8.06 Contractor to Provide Temporary Facilities and Controls

- A. Unless expressly provided otherwise in the Contract Documents, Contractor shall provide all temporary utilities (including without limitation electricity, water, natural gas), lighting, heating, cooling and ventilating devices, telephone, sanitary facilities, barriers, fences and enclosures, tree and plant protection, fire protection, pollution, erosion, Storm Water Pollution Prevention controls, noise and traffic control, and any other necessary services required for construction, testing or completion of the Work.

ARTICLE 9 - WARRANTY, GUARANTY, AND INSPECTION OF WORK**9.01 Warranty and Guaranty**

- A. General Representations and Warranties: Contractor represents and warrants that it is and will be at all times fully qualified and capable of performing every Phase of the Work and to complete Work in accordance with the terms of Contract Documents. Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices and all requirements of Contract Documents. Contractor warrants that Work including, without limitation, each item of materials and equipment incorporated therein, shall be new, of suitable grade of its respective kind for its intended use, and free from defects in design, engineering, materials, construction and workmanship. Contractor warrants that Work shall conform in all respects with all applicable requirements of federal, state and local laws, applicable construction codes and standards, licenses, and permits, Drawings and Specifications and all descriptions set forth therein, and all other requirements of Contract Documents. Contractor shall not be responsible, however, for the negligence of others in the specification of specific equipment, materials, design parameters and means or methods of construction where that is specifically shown and expressly required by Contract Documents.
- B. Extended Warranties: Any warranty exceeding one year provided by the supplier or manufacturer of any equipment or materials used in the Project shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such equipment and materials and shall supply Owner with all warranty and guarantee documents relative to equipment and materials incorporated in the Project and guaranteed by their suppliers or manufacturers.
- C. Environmental and Toxics Warranty: The covenants, warranties and representations contained in this Paragraph are effective continuously

during Contractor's Work on the Project and following cessation of labor for any reason including, without limitation, Project completion. Contractor covenants, warrants and represents to Owner that:

1. To Contractor's knowledge after due inquiry, no lead or Asbestos-containing materials were installed or discovered in the Project at any time during Contractor's construction thereof. If any lead or Asbestos-containing materials were discovered, Contractor made immediate written disclosure to Owner.
2. To Contractor's knowledge after due inquiry, no electrical transformers, light fixtures with ballasts or other equipment containing PCBs are or were located on the Project at any time during Contractor's construction thereof.
3. To Contractor's knowledge after due inquiry, no storage tanks for gasoline or any other toxic substance are or were located on the Project at any time during Contractor's construction thereof. If any such materials were discovered, Contractor made immediate written disclosure to Owner.
4. Contractor's operations concerning the Project are and were not in violation of any applicable environmental federal, state, or local statute, law or regulation dealing with hazardous materials substances or toxic substances and no notice from any governmental body has been served upon Contractor claiming any violation of any such law, ordinance, code or regulation, or requiring or calling attention to the need for any Work, repairs, construction, alteration, or installation on or in connection with the Project in order to comply with any such laws, ordinances, codes, or regulations, with which Contractor has not complied. If there are any such notices with which Contractor has complied, Contractor shall provide Owner with copies thereof.

9.02 Inspection of Work

- A. Work and materials, and manufacture and preparation of materials, from beginning of construction until Final Completion and acceptance of Work, shall be subject to inspection and rejection by Owner, its agents, representatives or independent contractors retained by Owner to perform inspection services, or governmental agencies with jurisdictional interests. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and program so that they may comply therewith as applicable. Upon request or where specified, Owner shall be afforded access for inspection at the source of supply, manufacture or assembly of any item of material or

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- equipment, with reasonable accommodations supplied for making such inspections.
- B. Contractor shall furnish, in such quantities and sizes as may be required for proper examination and tests, Samples or test specimens of all materials to be used or offered for use in connection with Work. Contractor shall prepare Samples or test specimens at its expense and furnish them to Owner. Contractor shall submit all Samples in ample time to enable Owner to make any necessary tests, examinations, or analyses before the time it is desired to incorporate the material into the Work.
- C. Contractor shall give Owner timely notice of readiness of Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- D. Upon advance notice as set forth above, Owner will endeavor to schedule required inspections, but if resources are not available, Contractor may need to reschedule the Work at no additional cost to the Owner.
- E. If applicable laws or regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, and furnish Owner with the required certificates of inspection, or approval. Owner will pay the cost of initial testing and Contractor shall pay all costs in connection with any follow-up or additional testing. Contractor shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for the acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.
- F. If Contractor covers any Work, or the work of others, prior to any required inspection, test or approval without written approval of Owner, Contractor shall uncover the Work at Owner's request. Contractor shall bear the expense of uncovering Work and replacing Work. In any case where Contractor covers Work contrary to Owner's request, Contractor shall uncover Work for Owner's observation or inspection at Owner's request. Contractor shall bear the cost of uncovering Work.
- G. Whenever required by Owner, Contractor shall furnish tools, labor and materials necessary to make examination of Work that may be completed or in progress, even to extent of uncovering or taking down portions of finished Work. Should Work be found unsatisfactory, cost of making examination and of reconstruction shall be borne by Contractor. If Work

is found to be satisfactory, Owner, in manner herein prescribed for paying for alterations, Modifications, and extra Work, except as otherwise herein specified, will pay for examination.

- H. Inspection of the Work by or on behalf of Owner, or Owner's failure to do so, shall not under any circumstances be deemed a waiver or approval of any non-conforming aspect of the Work. Contractor shall have an absolute duty, in the absence of a written Change Order signed by Owner, to perform Work in conformance with the Contract Documents and to immediately correct Defective Work immediately upon Contractor's knowledge.
- I. Any inspection, evaluation, or test performed by or on behalf of Owner relating to the Work is solely for the benefit of Owner, and shall not be relied upon by Contractor. Contractor shall not be relieved of the obligation to perform Work in accordance with the Contract Documents, nor relieved of any guaranty, warranty, or other obligation, as a result of any inspections, evaluations, or tests performed by Owner, whether or not such inspections, evaluations, or tests are permitted or required under the Contract Documents. Contractor shall be solely responsible for testing and inspecting Work already performed to determine whether such Work is in proper condition to receive later Work.

9.03 Correction of Defective Work

- A. Owner may direct Contractor to correct any Defective Work or remove it from the Site and replace it with Work that is not Defective and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting from the correction or removal. Also, if Contractor fails to supply sufficient skilled workers, suitable materials or equipment, or to furnish or perform the Work in such a way that the completed Work will conform to Contract Documents, Owner may direct Contractor to perform the Work in accordance with the Contract Documents, correct or replace any such Defective Work, or stop any portion of Work.
- B. Owner may correct and remedy the Defective Work or perform any other work, corrective or otherwise, if, after five Days' written notice to Contractor, Contractor fails to correct Defective Work or to remove and replace rejected Work; or provide a plan for correction of Defective Work acceptable to Owner; or perform Work in accordance with Contract Documents. In connection with such corrective and remedial action, Owner may exclude Contractor from all or part of the Site; take possession of all or part of Work and suspend Contractor's Work related thereto; take possession of all or part of Contractor's tools, appliances, construction equipment and machinery at the Site; and incorporate in

Work any materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, its representatives, agents, employees, and other contractors and consultants' access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

- C. Contractor shall be responsible for all claims, costs, losses, damages, expenses and liabilities incurred or sustained by Owner in exercising rights and remedies under this Paragraph. Contractor shall be responsible for any and all claims, costs, losses and damages caused by or resulting from such correction or removal. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, Owner may decide the proper amount or, in its discretion may elect to leave the Contract Sum unchanged and deduct from monies due Contractor, all such claims, costs, losses and damages caused by or resulting from exercising its rights and remedies. If Contractor disagrees with Owner's calculations, it may make a claim as provided in Article 12 of this Document 00 72 00.
- D. These Owner rights and remedies are entirely discretionary on the part of Owner, and shall not give rise to any duty on the part of Owner to exercise the rights for the benefit of Contractor or any other party. Owner's rights under this Paragraph shall be in addition to any other rights it may have under the Contract Documents or by law. Owner's failure to demand correction of defective work does not relieve the Contractor from delivering a Project that comports with the Project's plans and specifications.

9.04 Acceptance of Defective Work

- A. Owner may in its sole discretion elect to accept Defective Work. Contractor shall pay all claims, costs, losses and damages attributable to Owner's evaluation of and determination to accept such Defective Work. If Owner accepts any Defective Work prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, Owner may deduct from monies due Contractor, all claims, costs, losses, damages, expenses and liabilities attributable to the Defective Work. If Contractor disagrees with Owner's calculations, Contractor may make a claim as provided in Article 12 of this Document 00 72 00. If Owner accepts any Defective Work after final payment,

Contractor shall pay to Owner, an appropriate amount as determined by Owner.

9.05 Rights upon Inspection, Correction or Acceptance

- A. Contractor shall not be allowed an extension of Contract Time because of any delay in the performance of Work attributable to the exercise by Owner of its rights and remedies under this Article. Where Owner exercises its rights under this Article, it retains and may still exercise all other rights it has by law or under the Contract Documents including, without limitation, the right to terminate Contractor's right to proceed with the Work under the Contract Documents for cause and/or make a claim or back charge where a Change Order cannot be agreed upon.
- B. Observation or inspection by Owner or its authorized agents or representatives shall not relieve Contractor of its obligation to have furnished material and workmanship in accordance with Contract Documents. Payment for Work completed through periodic progress payments, final payment or otherwise shall not operate to waive Owner's right to require full compliance with Contract Documents and shall in no way be deemed as acceptance of any defective Work paid therefor. Contractor's obligation to complete the Work in accordance with Contract Documents shall be absolute, unless Owner agrees otherwise in writing.

9.06 Proof of Compliance of Contract Provisions

- A. In order that Owner may determine whether Contractor has complied or is complying with requirements of Contract Documents not readily enforceable through inspection and tests of Work and materials, Contractor shall at any time, when requested, submit to Owner properly authenticated documents or other satisfactory proofs of compliance with all applicable requirements.
- B. Before commencing any portion of Work, Contractor shall inform Owner in writing as to time and place at which Contractor wishes to commence Work, and nature of Work to be done, in order that proper provision for inspection of Work may occur, and to assure measurements necessary for record and payment. Information shall be given to Owner a reasonable time in advance of time at which Contractor proposes to begin Work, so that Owner may complete necessary preliminary work without inconvenience or delay to Contractor.

9.07 Correction Period and Project Warranty Period

- A. If within one year after the date of Final Acceptance, or such longer period of time as may be prescribed by laws, regulations or by the terms of Contract Documents or any extended warranty or guaranty, any Work (completed or incomplete) is found to be Defective, Contractor shall

promptly without cost to Owner and in accordance with Owner's written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by Owner and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.

- B. In special circumstances where a part of the Work is occupied or a particular item of equipment is placed in continuous service before Final Acceptance of all the Work, the correction period for that part of Work or that item may start to run from an earlier date if so provided by Change Order.
- C. Where Defective Work or rejected Work (and damage to other Work resulting therefrom) has been corrected, removed, or replaced under this Paragraph after the commencement of the correction period, the correction period hereunder with respect to such Work shall be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

9.08 No Waiver

- A. Neither recordation of Final Acceptance, nor final certificate for payment, nor provision of the Contract, nor partial or entire use or occupancy of premises by Owner shall constitute acceptance of Work not done in accordance with Contract Documents nor relieve Contractor of liability in respect to express warranties or responsibility for faulty materials or workmanship.
- B. If, after installation, operation, or use of materials or equipment to be provided under Contract proves to be unsatisfactory to Owner, Owner shall have the right to operate and use materials or equipment until said materials and equipment can, without damage to Owner, be taken out of service for correction or replacement. Period of use of Defective materials or equipment pending correction or replacement shall in no way decrease guarantee period required for acceptable corrected or replaced items of materials or equipment.
- C. Nothing in the Contract Documents shall be construed to limit, relieve, or release Contractor's, Subcontractors', and equipment suppliers'

liability to Owner for damages sustained as result of latent defects in materials or equipment caused by negligence of Contractor, its agents, suppliers, employees, or Subcontractors.

ARTICLE 10 - MODIFICATIONS OF CONTRACT DOCUMENTS

10.01 Owner's Right to Direct Changed Work

- A. Owner may, without notice to the sureties and without invalidating the Contract, make changes in the Work (**Changed Work**), including without limitation: alterations, deviations, additions to, or deletions from Contract Documents; increase or decrease the quantity of any item or portion of the Work; expand, reduce or otherwise change the Contract Time; delete any item or portion of the Work; and require extra Work. Contractor shall perform such Work under applicable provisions of the Contract Documents, unless specifically provided otherwise at the time the change is ordered. In the case of any ordered extra Work, Owner reserves the right to furnish all or portions of associated labor, material, and equipment, which Contractor shall accept and use without payment for costs, markup, profit, or otherwise for such Owner-furnished labor, materials, and equipment.
- B. If Changed Work is of such a nature as to increase or decrease the time or cost of any part of Work, price fixed in Contract shall be increased or decreased by amount as the Contractor and Owner may agree upon as reasonable and proper allowance for increase or decrease in cost of Work using the cost guidelines set forth in this Article, and absent such agreement, then as Owner may direct (with Contractor retaining its rights under Article 12 herein).

10.02 Required Documentation for Changed Work

- A. Changes affecting the Contract Time or Contract Sum of the Work shall be set forth in a written Change Order or Change Directive that shall specify:
 - 1. The Work performed in connection with the change to be made;
 - 2. The amount of the adjustment of the Contract Sum, if any, and the basis for compensation for the Work ordered; and
 - 3. The extent of the adjustment in the Contract Time, if any.
- B. A Change Order or Change Directive will become effective when signed by Owner, notwithstanding that Contractor has not signed it. A Change Order will become effective without Contractor's signature, provided Owner indicates same thereon (by indicating it as a "unilateral change order").

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- C. All changes in any plans and specifications approved by any authority with jurisdiction may also require addenda or change orders approved by that authority.
 - D. Where Owner requests, a performance bond rider covering the changed Work must be executed and delivered to Owner before proceeding with the changed Work or shortly in time thereafter.

10.03 Procedures and Pricing of Changed Work

- A. Procedures for changed work and pricing of changed work, claims and all forms of extra compensation, are set forth in Section 01 26 00 (Modification Procedures).

ARTICLE 11 - TIME ALLOWANCES

11.01 Time Allowances

- A. Time is of the essence. Contract Time may only be changed by Change Order, and all time limits stated in the Contract Documents are to mean that time is of the essence.
- B. Float. Float shall be treated as a Project resource. Contractor shall not be entitled to a time extension for impacts that consume float, but do not impact the critical path.
- C. Time extensions will not be granted unless substantiated by the Critical Path Method (**CPM**) Schedule, and then not until the CPM project float becomes zero. If Contractor fails to submit a Time Impact Evaluation (TIE), as required by Section 01 26 00 (Modification Procedures) and Section 01 32 00 (Progress Schedules and Reports), within the required time period, then Contractor shall be deemed to have agreed that there is no time impact and that Contractor has irrevocably waived its rights to any additional Contract Time.

11.02 Excusable Delay and Inexcusable Delay Defined

- A. Excusable Delay. Subject to the provisions on Notice of Delay below, Contract Time may be adjusted in an amount equal to the time lost due to:
 - 1. Changes in the Work ordered by Owner (**Changes**);
 - 2. Acts or neglect by Owner, Architect, any Owner Representative, utility owners or other contractors performing other work, not permitted or provided for in the Contract Documents, provided that Contractor has performed its responsibilities under the Contract Documents (including, without limitation, pre-bid investigations) (**Acts or Neglect**); or

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3. Acts of God, fires, floods, earthquake, other natural disasters, epidemics and pandemics (other than COVID-19, including all variants and the disease it causes), abnormal weather conditions beyond the parameters otherwise set forth in this Article, nuclear accidents, strikes, lockouts, freight embargos, interruptions in service by a regulated utility, or governmental statutes or regulations enacted or imposed after the fact (together, “force majeure events”), provided damages or delays resulting therefrom are not the result of Contractor’s fault or negligence, including without limitation failure to protect the Work or mitigate any adverse impacts as required by Contract Documents (**Force Majeure**).
 4. An Unknown COVID-19 Condition, as defined below.
 - a. The 2019 novel coronavirus (including all variants) and the disease it causes are collectively referred to herein as **COVID-19**.
 - b. A **COVID-19 Condition** is something attributable to COVID-19 not caused by Contractor (which for purposes herein includes all subcontractors and suppliers) and beyond its reasonable control, including without limitation supply chain disruptions due to COVID-19, and other circumstances concerning COVID-19 not caused by Contractor and which are beyond its reasonable control.
 - c. An **Unknown COVID-19 Condition** is a COVID-19 Condition Contractor did not know about, and reasonably should not have known about, as of the date Contractor submitted its Bid. Any legal or regulatory requirements concerning COVID-19 in effect before submission of a Bid are not Unknown COVID-19 Conditions, and Contractor will be deemed to have knowledge of all such laws and requirements.
 - d. Only an Unknown COVID-19 Condition is a basis for adjusting Contract Time. A COVID-19 Condition that does not meet the definition of an Unknown Covid-19 Condition is not a basis for adjusting Contract Time.
- B. Inexcusable Delay. Contract Time shall not be extended for any period of time where Contractor (and/or any Subcontractor) is delayed or prevented from completing any part of the Work due to a cause that is within Contractor’s risk or responsibility under the Contract Documents. Delays attributable to or within the control of a Subcontractor, or its subcontractors, or supplier, are deemed delays within the control of Contractor.

11.03 Notice of Delay

- A. Within seven Days of the beginning of any delay (excepting adverse weather delays), Contractor shall notify Owner in writing, by submitting a notice of delay that shall describe the anticipated delays resulting from the delay event in question. If Contractor requests an extension of time, Contractor shall submit a TIE, in accordance with by Section 01 26 00 (Modification Procedures) and Section 01 32 00 (Progress Schedules and Reports), within ten days of the notice of delay. Owner will determine all claims and adjustments in the Contract Time. No claim for an adjustment in the Contract Time will be valid and such claim will be waived if not submitted in accordance with the requirements of this subparagraph. In cases of substantial compliance with the seven-day notice requirement here (but not to exceed twenty-one days from the beginning of the delay event), Owner may in its sole discretion recognize a claim for delay accompanied with the proper TIE, provided Contractor also shows good faith and a manifest lack of prejudice to Owner from the late notice.

11.04 Compensable Time Extensions

- A. Subject to other applicable provisions of the Contract Documents, Contractor may be entitled to adjustment in Contract Sum in addition to Contract Time for:
1. Excusable delay caused solely by Changes in the Work ordered by Owner, as provided above, and/or
 2. Excusable delay caused solely by Acts or Neglect by Owner or other person, as provided above.

11.05 Non-Compensable Time Extensions

- A. Subject to other applicable provisions of the Contract Documents, Contractor may be entitled to adjustment in Contract Time only, without adjustment in Contract Sum, for
1. Periods of excusable delay caused solely by weather, Force Majeure events, or an Unknown Covid Condition, as provided above in this Article, or
 2. Periods of concurrent delay, where delay results from two or more causes, one of which is compensable (resulting from Changes or Acts or Neglect as set forth above in this Article), and the other of which is non-compensable or unexcusable, such as: acts or neglect of Contractor, an Unknown Covid Condition, Subcontractors or others for whom Contractor is responsible; other acts, omissions and conditions which would not entitle Contractor to adjustment in

Contract Time; adverse weather; and/or actions of Force Majeure as provided above in this Article.

11.06 Adverse Weather

- A. Adverse weather delays may be allowed only if the number of workdays of adverse weather exceeds the parameters listed or referenced immediately below in this subparagraph and Contractor proves that adverse weather actually caused delays to work on the critical path. Contractor shall give written notice of intent to claim an adverse weather day within one Day of the adverse weather day occurring.
- B. Claims for extension of time for rain delay will not be granted unless the number of days work is prevented by rain exceeds **100%** of the historical average number of rain days for the period of the Contract Time, based on the records of the National Oceanic & Atmospheric Administration (**NOAA**) weather station closest to the Project Site, as measured and reported by NOAA. (For example, there is a Weather Station at Sacramento, CA, and precipitation figures from this Weather Station are available at https://wrcc.dri.edu/city_climate.html#cali), pro-rated in the individual month Contractor starts and finishes Work.
- C. In order to qualify as an adverse weather delay day with respect to the foregoing parameters, daily rainfall must exceed 0.1 inch at the Weather Station, as measured and reported by NOAA. Notwithstanding these allowances, Contractor shall at all times employ all available mitigation measures to enable Work to continue, Contractor shall take reasonable steps to mitigate potential weather delays, such as dewatering the Site, lime treatment, and covering Work and material that could be affected adversely by weather. Failure to do so shall be cause for Owner to not grant a time extension due to adverse weather, where Contractor could have avoided or mitigated the potential delay by exercising reasonable care.
- D. Contractor shall include the foregoing precipitation parameters as a monthly activity in its progress schedule. As Work on the critical path is affected by precipitation, Contractor shall notify Owner and request that the days be moved to the affected activities. Any adverse weather days remaining shall be considered Project float available to either Owner or Contractor.
- E. Adverse weather delay for precipitation shall be recognized for the actual period of time Contractor proves it was delayed by precipitation exceeding the specified parameters. For example, and not by way of limitation, if precipitation exceeding the specified parameters does not in fact delay Contractor's progress on the critical path, then no time extension shall be recognized; and conversely, if Contractor proves to

Owner's satisfaction that precipitation exceeding the specified parameters causes delay to Contractor for a period longer than the number of precipitation days incurred (e.g., if it rains or snows during grading work), then Contractor shall be entitled to a time extension equal to the actual period of such delay.

- F. During unfavorable weather, wet ground, or other unsuitable construction conditions, Contractor shall employ best practices to protect the Work, manage the construction site and rainwater during inclement weather. Persons performing the Work shall examine surfaces to receive their Work and shall report in writing to Contractor, with copy to Owner representative and the Architect conditions detrimental to the Work. Failure to examine and report discrepancies makes the Contractor responsible, at no increase in Contract Sum, for corrections Owner may require. Commencement of Work constitutes acceptance of surface.

11.07 **Liquidated Damages**

- A. Time is of the essence. Execution of Contract Documents by Contractor shall constitute its acknowledgement that Owner will actually sustain damages in the form of Contract administration expenses (such as Project management and consultant expenses) in the amount fixed in the Contract Documents for each and every Day during which completion of Work required is delayed beyond expiration of time fixed for completion plus extensions of time allowed pursuant to provisions hereof.
- B. Contractor and Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of such actual damages incurred by Owner because of a delay in completion of all or any part of the Work. Contractor and Owner agree that specified measures of liquidated damages shall be presumed to be the amount of such damages actually sustained by Owner, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.
- C. Liquidated damages for delay shall cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by Owner as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from Owner (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof. Owner may deduct from any money due or to become due to Contractor subsequent to time for completion of

entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages.

ARTICLE 12 - CLAIMS BY CONTRACTOR

12.01 Obligation to File Claims for Disputed Work

- A. Should it appear to Contractor that the Work to be performed or any of the matters relative to the Contract Documents are not satisfactorily detailed or explained therein, or should any questions arise as to the meaning or intent of the Contract Documents, or should any dispute arise regarding the true value of any work performed, work omitted, extra work that the Contractor may be required to perform, time extensions, payment to the Contractor during performance of this Contract, performance of the Contract, and/or compliance with Contract procedures, or should Contractor otherwise seek extra time or compensation FOR ANY REASON WHATSOEVER (collectively, **Disputed Work**), then Contractor shall first follow procedures set forth in the Contract Documents (including, without limitation, Paragraphs 11.03, 11.04, 13.03 and 13.04 of this Document 00 72 00 and Section 01 26 00.) If a dispute remains, then Contractor shall give written notice to Owner that expressly invokes this Article 12. Owner shall decide the issue in writing within 15 days; and Owner's written decision shall be final and conclusive. If Contractor disagrees with Owner's decision, or if Contractor contends that Owner failed to provide a decision timely, then Contractor's SOLE AND EXCLUSIVE REMEDY is to file a written claim within the time limits set forth in Paragraph 12.02 of this Article setting forth Contractor's position as required herein.
- B. Duty to Work During Disputes. Notwithstanding any dispute or Disputed Work, Contractor shall continue to prosecute the Work and the Disputed Work in accordance with the Owner's determinations. Contractor's SOLE AND EXCLUSIVE REMEDY for Disputed Work is to file a written claim within the time limits set forth in Paragraph 12.02 of this Article setting forth Contractor's position as required herein.

12.02 Form and Contents of Claim

- A. Contractor's written claim must identify itself as a **Claim** under this Article 12 and must include the following: (i) a narrative of pertinent events; (ii) citation to contract provisions; (iii) theory of entitlement; (iv) complete pricing of all cost impacts; (v) a Time Impact Evaluation of all time delays that shows actual time impact on the critical path; (vi) documentation supporting items (i) through (v); and (vii) a verification under penalty of perjury of the claim's accuracy. The Claim shall be submitted to Owner within thirty (30) calendar days of receiving Owner's

written decision, or the date Contractor contends such decision was due, and shall be priced like a change order according to Section 01 26 00, and must be updated monthly as to cost and entitlement if a continuing claim. Routine contract materials, for example, correspondence, RFI, Change Order requests, or payment requests shall not constitute a claim. Contractor shall bear all costs incurred in the preparation and submission of a claim.

- B. Regarding delay and impact costs of any nature, Contractor may not seek delay compensation for on-Site or off-Site costs based on formulas, e.g., “Eichleay” or other formula. Rather, Contractor shall prove actual costs resulting from such delays. If Contractor requests compensation for delay to the construction, then Contractor shall prove and document actual costs plus markup per the cost categories and procedures in Section 01 26 00 (Modification Procedures) in order to request, claim or prove compensation for delay.

12.03 Administration During/After Claim Submission

- A. Owner may render a final determination based on the Claim or may in its discretion conduct an administrative hearing on Contractor’s claim, in which case Contractor shall appear, participate, answer questions and inquiries, and present any further evidence or analysis requested by Owner prior to rendering a final determination. Should Owner take no action on the Claim within 45 days of submission, it shall be deemed denied.
- B. Notwithstanding and pending the resolution of any claim or dispute, Contractor shall diligently prosecute the disputed work to final completion in accordance with Owner’s determination.
- C. Public Contract Code Section 9204 specifies provisions on resolving contract claims of any size, and Public Contract Code Section 20104, et seq., specifies required provisions on resolving contract claims less than \$375,000. Those statutes constitute a part of this Contract. In the event any other Contract provision violates such statutes, the applicable statute controls. See Section 01 41 00.

12.04 Compliance

- A. The provisions of this Article 12 constitute a non-judicial claim settlement procedure that, pursuant to Government Code Section 930.2, shall constitute a condition precedent to submission of a valid Government Code Claim under the Government Code. Contractor shall bear all costs incurred in the preparation, submission and administration of a claim. Any claims presented in accordance with the Government Code must affirmatively indicate Contractor’s prior compliance with the claims procedure herein and the previous

dispositions under Paragraph 12.03 above of the claims asserted. No suit may be brought against Owner arising out of or in connection with the Project unless and until Contractor presents to Owner a statutory Government Code Claim, in accordance with Government Code Sections 910, et seq. Pursuant to Government Code Section 930.2, the one-year period in Government Code section 911.2 shall be reduced to 150 days from either accrual of the cause of action, substantial completion or termination of the contract, whichever occurs first; in all other respects, the Government Code shall apply unchanged.

- B. Failure to submit and administer claims as required in Article 12 shall waive Contractor's right to claim on any specific issues not included in a timely submitted claim. Claim(s) or issue(s) not raised in a timely protest and timely claim submitted under this Article 12 may not be asserted in any subsequent litigation, Government Code Claim, or legal action.
- C. Contractor shall present as its claims all Subcontractor, sub-Subcontractor and supplier claims of any type, and prove them under the terms of the Contract Documents. Owner shall not be directly liable to any Subcontractor, any supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages or extra costs of any type arising out of or resulting from the Project.
- D. Owner shall not be deemed to waive any provision under this Article 12, if at Owner's sole discretion, a claim is administered in a manner not in accord with this Article 12. Waivers or modifications of this Article 12 may only be made a signed change order approved as to form by legal counsel for both Owner and Contractor; oral or implied modifications shall be ineffective.

12.05 Mediation

- A. All Contractor claims not otherwise subject to Public Contract Code Sections 20104, et seq., shall, as a condition precedent to litigation thereon, first be mediated. Mediation shall be confidential, non-binding, pursuant to the construction mediation procedures of JAMS in Sacramento, California, and utilize the services of a mediator mutually acceptable to the parties. If the parties are unable to agree, the mediator will be selected by JAMS from its panel of approved construction industry mediators, having a minimum of 20 years' experience in the construction industry.
- B. All statutes of limitation shall be tolled from the date of the demand for mediation until a date two weeks following the mediation's conclusion. All unresolved Contractor claims shall be submitted to the same mediator. The cost of mediation shall be equally shared by all parties to the mediation. The parties shall, prior to the commencement of a

mediation pursuant to this Paragraph, upon notice of the other party, exchange relevant, non-privileged project documents in compliance with Code of Civil Procedure Sections 2031.010, et seq. Additionally, the parties may agree mutually to engage in additional discovery prior to mediation. Should the parties proceed with additional discovery, they shall, unless mutually agreed otherwise, comply with Code of Civil Procedure Sections 2019, et. seq. The Mediator will have jurisdiction to resolve any discovery disputes relating to the Mediation.

ARTICLE 13 - UNDERGROUND CONDITIONS

13.01 Contractor to Locate Underground Facilities

- A. During construction, Contractor shall comply with Government Code Sections 4216 to 4216.9, and in particular Section 4216.2 which provides, in part: “Except in an emergency, an excavator planning to conduct an excavation shall notify the appropriate regional notification center of the excavator’s intent to excavate at least two working days, and not more than 14 calendar days, before beginning that excavation. The date of the notification shall not count as part of the two-working-day notice. If an excavator gives less notice than the legal excavation start date and time and the excavation is not an emergency, the regional notification center will take the information and provide a ticket, but an operator has until the legal excavation start date and time to respond. However, an excavator and an operator may mutually agree to a different notice and start date. The contact information for operators notified shall be available to the excavator.”
- B. Contractor shall contact USA, and schedule the Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Contractor is charged with knowledge of all subsurface conditions reflected in USA records. Prior to commencing excavation or trenching work, Contractor shall provide Owner with copies of all USA records secured by Contractor. Contractor shall advise Owner of any conflict between information provided in Document 00 31 32 (Geotechnical Data and Existing Conditions), the Drawings and that provided by USA records. Contractor’s excavation shall be subject to and comply with the Contract Documents.
- C. Contractor shall also investigate the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main or other visible facilities, such as buildings, manholes, new asphalt, meters and junction boxes, on or adjacent to the Site, even if not shown or indicated in Existing Conditions Data, Contract Documents, or USA records, or discovered during Contractor’s pre- or post-bid investigation. Contractor shall

immediately secure all such available information and notify Owner and the utility owner, in writing, of its discovery.

13.02 Contractor to Protect Underground Facilities

- A. At all times during construction, all operating Underground Facilities shall remain in operation, unless the Contract Documents expressly indicate otherwise. Contractor shall maintain such Underground Facilities in service where appropriate; shall repair any damage to them caused by the Work; and shall incorporate them into the Work, including reasonable adjustments to the design location (including minor relocations) of the existing or new installations. Contractor shall take immediate action to restore any in service installations damaged by Contractor's operations.
- B. Prior to performing Work at the Site, Contractor shall lay out the locations of Underground Facilities that are to remain in service and other significant known underground installations indicated by the Existing Conditions Data, Contract Documents, USA records, or any material otherwise reasonably available to Contractor or discovered during Contractor's pre- or post-bid investigations. Contractor shall further locate, by carefully excavating with small equipment, potholing and principally by hand, all such utilities or installations that are to remain and that are subject to damage. If additional utilities whose locations are unknown are discovered, Contractor shall immediately report to Owner for disposition of the same. Additional compensation or extension of time on account of utilities not shown or otherwise brought to Contractor's attention, including reasonable action taken to protect or repair damage, shall be determined as provided in this Document 00 72 00.
- C. If during construction, an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown, indicated, or discovered in the materials and investigations described in Paragraph 13.02B, above, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby (and in no event later than seven Days), and prior to performing any Work in connection therewith (except in an emergency), identify the owner of such Underground Facility and give written notice to that owner and to Owner. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. The cost of all of the following will be included in the Contract Sum and Contractor shall have full responsibility for (a) reviewing and checking all available information and data including, without limitation, Existing Conditions Data, and information on file at USA; (b) locating all

Underground Facilities shown or indicated in the Contract Documents or reasonably available information, or indicated by visual observation including, without limitation, and by way of example only, through performance of all pre-Bid investigations required by this Document 00 72 00 and Bidding Documents and post-Bid investigations required by this Document 00 72 00, and by engaging qualified locating services and all necessary backhoeing and potholing; (c) coordination of the Work with the owners of such Underground Facilities during construction; and (d) the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

- E. Consistent with Government Code Section 4215, as between Owner and Contractor, Owner will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or information made available for bidding. Owner will compensate for the cost of locating and repairing damage not due to Contractor's failure to exercise reasonable care, removing and relocating such main or trunk line utility facilities not indicated in the Contract Documents or information made available for bidding with reasonable accuracy, and equipment on the Project necessarily idled during such Work. Contractor shall not be assessed liquidated damages for delay in completion of the Project, when such delay was caused by the failure of Owner or the utility to provide for removal or relocation of such utility facilities.

13.03 Concealed or Unknown Conditions

- A. If either of the following conditions is encountered at Site when digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall give a written Notice of Differing Site Conditions to Owner promptly before conditions are disturbed, except in an emergency as set forth in this Document 00 72 00, and in no event later than seven Days after first observance of:
1. Subsurface or Latent physical conditions which differ materially from those indicated in the Contract Documents; or
 2. Unknown physical conditions of an unusual nature or which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.
- B. In response to Contractor's Notice of Differing Site Conditions under this Paragraph, Owner will investigate the identified conditions, and if they differ materially and cause increase or decrease in Contractor's cost of, or time required for, performance of any part of the Work, Owner will

negotiate the appropriate change order following the procedures set forth in the Contract Documents. If Owner determines that physical conditions at the Site are not Latent or are not materially different from those indicated in Contract Documents or that no change in terms of the Contract Documents is justified, Owner will so notify Contractor in writing, stating reasons (with Contractor retaining its rights under Article 12 of this Document 00 72 00.)

- C. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed Latent or materially different Site conditions (whether above or below grade) if Contractor knew or should have known of the existence of such conditions at the time Contractor submitted its Bid, failed to give proper notice, or relied upon information, conclusions, opinions or deductions of the kind that the Contract Documents preclude reliance upon.
- D. Regarding Underground Facilities, Contractor shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that is owned and was built by Owner only where the Underground Facility:
 - 1. Was not shown or indicated in the Contract Documents or in the information supplied for bidding purposes or in information on file at USA; and
 - 2. Contractor did not know of it; and
 - 3. Contractor could not reasonably have been expected to be aware of it or to have anticipated it from the information available. (For example, if surface conditions such as pavement repairs, valve covers, or other markings, indicate the presence of an Underground Facility, then an increase in the Contract Sum or an extension of the Contract Time will not be due, even if the Underground Facility was not indicated in the Contract Documents, in the information supplied to Contractor for bidding purposes, in information on file at USA, or otherwise reasonably available to Contractor.)
- E. Contractor shall bear the risk that Underground Facilities not owned or built by Owner may differ in nature or locations shown in information made available by Owner for bidding purposes, in information on file at USA, or otherwise reasonably available to Contractor. Underground Facilities are inherent in construction involving digging of trenches or other excavations on Owner's Project, and Contractor is to apply its skill and industry to verify the information available.
- F. Contractor's compensation for claimed Latent or materially different Site conditions shall be limited to the actual, reasonable, incremental

increase in cost of that portion of the Work, resulting from the claimed Latent or materially different Site conditions. Such calculation shall take into account the estimated value of that portion of the Work and the actual value of that portion of the Work, using for guidance Contractor's or its subcontractor's bid amount and actual amounts incurred for that portion of the Work and the reasonable expectation (if any) of differing or difficult site conditions in the Work area based on the available records and locale of the Work. For example, if Contractor excavates in an area unexpected, then such costs would be recoverable entirely; while if Contractor extends an existing excavation, then such costs would be recoverable if the resulting excavation costs in that work area exceeded the reasonable expectations therefore.

13.04 Notice of Hazardous Waste or Materials Conditions

- A. Contractor shall give a written Notice of Hazardous Materials Condition to Owner promptly, before any of the following conditions are disturbed (except in an emergency as set forth in this Document 00 72 00), and in no event later than 24 hours after first observance of any:
1. Material that Contractor believes may be hazardous waste or hazardous material, as defined in Section 25117 of the California Health and Safety Code (including, without limitation, Asbestos, lead, PCBs, petroleum and related hydrocarbons, and radioactive material) that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law (**hazardous material**); or
 2. Other material that may present an imminent substantial danger to persons or property exposed thereto in connection with Work at the Site (**other materials**).
- B. Except as otherwise provided in the Contract Documents or as provided by applicable law, Contractor shall not be required to give any notice for the disturbance or observation of any such hazardous materials or other materials where such matter is disturbed or observed as part of the scope of Work under the Contract Documents (such as hazardous waste or hazardous material investigation, remediation or disposal activities which are identified as the subject of Work under the Contract Documents), where Contractor complies with all requirements in the Contract Documents and applicable law respecting such materials.
- C. Contractor's Notice of Hazardous Materials Condition shall indicate whether the hazardous materials or other materials were shown or indicated in the Contract Documents to be within the scope of Work, and whether the hazardous materials or other materials were brought to the

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- Site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible.
- D. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed hazardous waste or materials if:
1. Contractor knew of the existence of such hazardous materials or other materials at the time Contractor submitted its Bid; or
 2. Contractor should have known of the existence of such hazardous material or other materials as a result of its having the responsibility to obtain additional or supplementary examinations, investigation, explorations, tests, studies, and data concerning the conditions at or contiguous to the Site prior to submitting its Bid; or
 3. Contractor failed to give the written notice within the required timeframe set forth below.
- E. If Owner determines that conditions involve hazardous materials or other materials and that a change in Contract Document terms is justified, Owner will issue either a Request for Proposal or Construction Change Directive under the procedures described in the Contract Documents. If Owner determines that conditions do not involve hazardous materials or other materials or that no change in Contract Document terms is justified, Owner will notify Contractor in writing, stating the reasons for its determination.
- F. In addition to the parties' other rights under this Document 00 72 00, if Contractor does not agree to resume Work based on a reasonable belief that it is unsafe, or does not agree to resume Work under special conditions, Owner may order the disputed portion of Work deleted from the Work, or performed by others, or Owner may invoke its right to terminate Contractor's right to proceed under the Contract Documents in whole or in part, for convenience or for cause as the facts may warrant.
- G. If Contractor does not agree with any Owner determination of any adjustment in the Contract Sum or Contract Time under this Article, Contractor may make a claim as provided in Article 12 of this Document 00 72 00.

ARTICLE 14 - LEGAL AND MISCELLANEOUS

14.01 Laws and Regulations

- A. Contractor shall keep fully informed of and shall comply with all laws, ordinances, regulations and orders of any properly constituted authority affecting the Contract Documents, Work and persons connected with Work, and shall protect and indemnify Owner and its officers, employees, consultants and agents against any claim or liability, including attorney's fees, arising from or based on violation of law, ordinance, regulation or

order, whether by Contractor or by Subcontractors, employees or agents. Authorized persons may at any time enter upon any part of Work to ascertain compliance of all applicable laws, ordinances, regulations and orders.

14.02 Permits and Taxes

- A. Contractor shall procure all permits and licenses applicable to the Work (including environmental matters to the extent applicable); pay all charges and fees, including fees for street opening permits; comply with, implement and acknowledge effectiveness of all permits; initiate and cooperate in securing all required notifications or approvals therefore; and give all notices necessary and incident to due and lawful prosecution of Work, unless otherwise provided herein. Owner will pay applicable building permits, sanitation and water fees for the completed construction, except as otherwise provided in the Contract Documents. Contractor shall pay all sales and/or use taxes levied on materials, supplies, or equipment purchased and used on or incorporated into Work, and all other taxes properly assessed against equipment or other property used in connection with Work, without any increase in the Contract Sum. Contractor shall make necessary arrangements with proper authorities having jurisdiction over roads, streets, pipelines, navigable waterways, railroads, and other works in advance of operations, even where Owner may have already obtained permits for the Work.

14.03 Communications and Information Distribution

- A. All communications recognized under the Contract Documents shall be in writing, in the form of a serialized document, by type of communication. For example, RFI's shall be serialized beginning with RFI No. 1; payment applications shall be serialized beginning with Payment Application No. 1, submittals shall be serialized per specification section and transmitted with transmittal sheets beginning with Transmittal No. 1; and correspondence shall be serialized beginning with letter No. 1. Contractor may propose other record management and identification systems or protocols, intended to facilitate orderly transmittal of project information, storage and retrieval of such information, which Owner will review consistent with these stated objectives, and accept or reject in its sole discretion.
- B. Documents Requiring Signatures. All documents requiring signatures for approval prior to implementing action, as stipulated in other portions of Contract Documents, shall require a manually signed, serialized letter delivered to the other party at its address for notice otherwise specified in the Contract Documents, either personally or by mail.

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- C. Electronic data transfer of such correspondence will serve to expedite preliminary concurrence of information, only. Receipt of “hard copy” signature on forms is required prior to implementing action or work as the conditions may require. For example, change orders and authorizations for extra cost, require signatures. A party may acknowledge receipt of PDF copies of required correspondence by e-mail, but in the absence of such acknowledgment, mail or personal delivery is required.
- D. All emails shall be copied to Owner’s and Contractor’s Project Representative. Owner reserves the right to preclude e-mail communication, in whole or in part, as Project needs may require. Communication between Owner and Contractor shall not be via Twitter, Facebook, or other types of instant text message systems. Any such communications shall be inadmissible for any purpose related to this Contract.

14.04 Suspension of Work

- A. Owner may, without cause, order Contractor in writing to suspend, delay or interrupt Work in whole or in part for such period of time as Owner may determine. An adjustment shall be made for increases in cost of performance of Work of the Contract Documents caused by any such suspension, delay or interruption, calculated using the measures set forth in Section 01 26 00 (Modification Procedures). No adjustment shall be made to extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible.

14.05 Termination of Contract for Cause

- A. Owner may declare Contractor in default and terminate Contractor’s right to proceed under the Contract Documents, for cause, should Contractor be the subject of a voluntary or involuntary petition in bankruptcy or admit in writing its inability to pay debts as they may become due. The Contractor shall be in default of the Contract Documents and Owner may terminate the Contractor's right to proceed under the Contract Documents, for cause, in whole or in part, should the Contractor commit a material breach of the Contract Documents and not cure such breach within ten (10) calendar days of the date of notice from Owner to the Contractor demanding such cure; or, if such breach is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for the Contractor to avail itself of a time period in excess of 10 calendar days, the Contractor must provide Owner within the ten (10) day period with a written cure plan acceptable to Owner that

- demonstrates actual resources, personnel and a schedule to promptly to cure said breach, and then diligently commence and continue such cure according to the written plan)
- B. If Owner at any time reasonably believes that Contractor is or may be in default under the Contract Documents as provided above, then Owner may in its sole discretion notify Contractor of this fact and request written assurances from Contractor of performance of Contract Documents and a written plan from Contractor to remedy any default under the terms of Contract Documents that Owner may advise Contractor of in writing. Contractor shall, within ten (10) Days of Owner's request, deliver a written cure plan that meets the requirements of the written cure plan as defined above. Failure of Contractor to provide such written assurances of performance and the required written cure plan within ten (10) Days of request will constitute a material breach of Contract Documents sufficient to justify termination for cause.
- C. In the event of termination by Owner for cause as provided herein, the Contractor shall deliver to Owner possession of the Work in its then condition including, without limitation, all designs, engineering, Project records, cost data of all types, plans and specifications and contracts with vendors and subcontractors, all other documentation associated with the Project, and all construction supplies and aids dedicated solely to performing the Work which, in the normal course of construction, would be consumed or only have salvage value at the end of the construction period. The Contractor shall remain fully liable for the failure of any Work completed and materials and equipment provided through the date of such termination to comply with the provisions of the Contract Documents. The provisions of this Section shall not be interpreted to diminish any right that Owner may have to claim and recover damages for any breach of the Contract Documents or otherwise, but rather, the Contractor shall compensate Owner for all loss, cost, damage, expense, and/or liability suffered by Owner as a result of such termination and/or failure to comply with the Contract Documents.
- D. In the event a termination for cause is later determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and the Contractor shall have no greater rights than it would have had following a termination for convenience. Any Contractor claim arising out of a termination for cause shall be made in accord with Article 12 herein. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by the Contractor.

14.06 Termination of Contract for Convenience

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- A. Owner may terminate performance of the Work under the Contract Documents in accordance with this clause in whole, or from time to time in part, whenever Owner shall determine that termination is in Owner's best interest. Termination shall be effected by Owner delivering to the Contractor notice of termination specifying the extent to which performance of the Work under the Contract Documents is terminated, and the effective date of the termination.
 - B. Contractor shall comply strictly with Owner's direction regarding the effective date of the termination, the extent of the termination, and shall stop work on the date and to the extent specified.
 - C. Contractor shall be entitled to a total payment on account of the Contract work so terminated measured by (i.) the actual cost to Contractor of Work actually performed, up to the date of the termination, with profit and overhead limited to twelve percent (12%) of actual cost of work performed, up to but not exceeding the actual contract value of the work completed as measured by the Schedule of Values and Progress Schedule, (ii.) offset by payments made and other contract credits. In connection with any such calculation, however, Owner shall retain all rights under the Contract Documents including, without limitation, claims, indemnities, or setoffs.
 - D. Under no circumstances may Contractor recover legal costs of any nature, nor may Contractor recover costs incurred after the date of the termination.

14.07 Contingent Assignment of Subcontracts

- A. Contractor hereby assigns to Owner each Subcontract for a portion of the Work, provided that:
 - 1. The assignment is effective only after Owner's termination of Contractor's right to proceed under the Contract Documents (or portion thereof relating to that Subcontract) as set forth herein.
 - 2. The assignment is effective only for the Subcontracts which Owner expressly accepts by notifying the Subcontractor in writing;
 - 3. The assignment is subject to the prior rights, if any, of the Surety, obligated by Document 00 61 13.13 (Construction Performance Bond) provided under the Contract Documents, where the Surety exercises its rights to complete the Contract;
 - 4. After the effectiveness of an assignment, Contractor shall, at its sole cost and expense (except as otherwise provided in this Document 00 72 00), sign all instruments and take all actions reasonably requested by Owner to evidence and confirm the effectiveness of the assignment in Owner; and

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5. Nothing in this Paragraph shall modify or limit any of Contractor's obligations to Owner arising from acts or omissions occurring before the effectiveness of any Subcontract assignment including, without limitation, all defense, indemnity and hold-harmless obligations arising from or related to the assigned Subcontract.

14.08 Remedies and Contract Integration

- A. Subject to Contract Documents provisions regarding Contractor claims, claim review, and claim resolution, and subject to the limitations therein, the exclusive jurisdiction and venue for resolving all claims, counter claims, disputes and other matters in question between Owner and Contractor arising out of or relating to Contract Documents, any breach thereof or the Project shall be the applicable court of competent jurisdiction located in the State and County where the Project is located. All Owner remedies provided in the Contract Documents shall be taken and construed as cumulative and not exclusive; that is, in addition to each and every other remedy herein provided; and in all instances Owner shall have any and all other equitable and legal rights and remedies which it would have according to law.
- B. The Contract Documents, any Contract Modifications, Change Orders and Change Directives, as further described in Section 01 26 00, shall represent the entire and integrated agreement between Owner and Contractor regarding the subject matters hereof and thereof and shall constitute the exclusive statement of the terms of the parties' agreement. The Contract Documents, and any Contract Modifications and Change Orders, shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of the Contract Documents or written Modifications. Owner and Contractor represent and agree that, except as otherwise expressly provided in the Contract Documents, they are entering into the Contract Documents and any subsequent written Modification in sole reliance upon the information set forth or referenced in the Contract Documents or Contract Modifications; the parties are not and will not rely on any other information, which shall be inadmissible in any proceeding to enforce these documents.
- C. Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

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- D. Neither acceptance of the whole or any part of Work by Owner nor any verbal statements on behalf of Owner or its authorized agents or representatives shall operate as a waiver or modification of any provision of the Contract Documents, or of any power reserved to Owner herein nor any right to damages provided in the Contract Documents.

14.09 Interpretation

- A. Should any part, term or provision of this Contract or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Contract and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).
- B. Contract Documents shall not be construed to create a contractual relationship of any kind between (i) Project Manager or any Owner's representative and Contractor; (ii) Owner and/or its Representatives and a Subcontractor, sub-Subcontractor, or supplier of any Project labor, materials, or equipment; or (iii) between any persons or entities other than Owner and Contractor.

14.10 Patents

- A. Fees or claims for any patented invention, article or arrangement that may be used upon or in any manner connected with performance of the Work or any part thereof shall be included in the Bid price for doing the Work. Contractor shall defend, indemnify and hold harmless Owner and each of its officers, employees, consultants and agents including, without limitation, the Board and each Owner's Representative, from all damages, claims for damages, costs or expenses in law or equity, including attorney's fees, arising from or relating to any claim that any article supplied or to be supplied under the Contract Documents infringes on the patent rights, copyright, trade name, trademark, service mark, trade secret or other intellectual property right of any person or persons or that the person or entity supplying the article does not have a lawful right to sell the same. Such costs or expenses for which

Contractor agrees to indemnify and hold harmless the above indemnities include but are not limited to any and all license fees, whether such fees are agreed by any indemnitee or ordered by a court or administrative body of any competent jurisdiction.

14.11 Substitution for Patented and Specified Articles

- A. Except as noted specifically in Document 00 21 13 (Instructions to Bidders) or in Contract Documents, whenever in Specifications, material or process is designated by patent or proprietary name or by name of manufacturer, such designation shall be deemed to be used for purpose of facilitating description of material and process desired, and shall be deemed to be followed by the words “or Approved Equal.” Contractor may offer any substitute material or process that Contractor considers “Equal” in every respect to that so designated and if material or process offered by Contractor is, in opinion of Owner, Equal in every respect to that so designated, its use will be approved. However, Contractor may utilize this right only by timely submitting Document 00 63 25 (Substitution Request Form) as provided in Document 00 21 13 (Instructions to Bidders). A substitution will be approved only if it is a true “or Equal” item in every aspect of its design and quality including, without limitation, its dimensions, weights, service requirements, durability, functioning, impact on contiguous construction elements, overall schedule and design.

14.12 Interest of Public Officers

- A. No representative, officer, or employee of Owner no member of the governing body of the locality in which the Project is situated, no member of the locality in which Owner was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project, during the tenure of the official or for one year thereafter, shall, as principal, agent, attorney or otherwise, be directly or indirectly interested, in the Contract Documents or the proceeds thereof.

14.13 Limit of Liability

- A. Owner, and Each of its officers, board members, employees, consultants and agents including, without limitation, project manager, and each other owner representative, shall have no liability to contractor for special, consequential, or incidental damages, except to the limited extent that these contract documents or applicable public contracting statutes may specify their recovery.

14.14 Public Records Act.

- A. Contractor is aware that this Contract and any documents provided to the Owner may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of Contractor to clearly identify information in those documents it considers to be confidential under the California Public Records Act. To the extent that Owner agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

ARTICLE 15 - WORKING CONDITIONS AND PREVAILING WAGES**15.01 Use of Site/Sanitary Rules**

- A. All portions of the Work shall be maintained at all times in neat, clean and sanitary condition. Contractor shall furnish toilets for use of Contractor's and Subcontractors' employees on the Site where needed, and their use shall be strictly enforced. All toilets shall be properly secluded from public observation, and shall be located, constructed and maintained subject to Owner's approval.
- B. Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Site and land areas identified in and permitted by Contract Documents and other land and areas permitted by applicable laws and regulations, rights of way, permits and easements or as designated by Owner, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, any improvement located thereon, or to Owner or occupant thereof resulting from the performance of Work.
- C. During the progress of the Work, Contractor shall keep the Site and the Project free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall clean the site, remove all waste materials, rubbish and debris from and about the Site as well as all tools, appliances, construction equipment and machinery and surplus materials. Contractor shall leave the premises clean and ready for occupancy by Owner at Substantial Completion of Work. Contractor shall restore to original condition all property not designated for alteration by Contract Documents.
- D. Contractor shall not load nor permit any part of any structure or pavement to be loaded in any manner that will endanger the structure or pavement, nor shall Contractor subject any part of Work or adjacent

property to stresses or pressures that will endanger it. Contractor shall conduct all necessary existing conditions investigation regarding structural, mechanical, electrical or any other system existing, shall perform Work consistent with such existing conditions, and shall have full responsibility for insufficiencies or damage resulting from insufficiencies of existing systems, equipment or structures to accommodate performing the Work.

15.02 Protection of Work, Persons, and Property

- A. Contractor shall be responsible for initiating, maintaining and supervising all safety and site security precautions and programs in connection with Work, and shall develop and implement a site security and safety plan throughout construction. Contractor shall comply with all safety requirements specified in any safety program established by Owner, or required by state, federal or local laws and ordinances. Contractor shall be responsible for all theft or damage to Work, property or structures, and all injuries to persons, either on the Site or constituting the Work (e.g., materials in transit), arising from the performance of Work of the Contract Documents from a cause.
- B. Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.
- C. Contractor shall remedy all damage, injury or loss to any property referred to above in this Article, caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable. Contractor's duties and responsibility for safety and for protection of Work shall continue until such time as all the Work is completed and Final Acceptance of the Work. Owner and its agents do not assume any responsibility for collecting any indemnity from any person or persons causing damage to Contractor's Work.
- D. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

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- E. Owner may, at its option, retain such moneys due under the Contract Documents as Owner deems necessary until any and all suits or claims against Contractor for injury to persons or property shall be settled and Owner receives satisfactory evidence to that effect.
 - F. Work within the right-of-way lines of any City, County and/or State shall be done in accordance with the standards and specifications of the controlling agency. Permit for such work shall be obtained and paid for by the Contractor before executing the work within such right-of-ways.

15.03 Responsibility For Safety and Health

- A. Contractor shall ensure that its and each tier of Subcontractors' employees, agents and invitees comply with applicable health and safety laws while at the Site. These laws include without limitation the Occupational Safety and Health Act of 1970 and rules and regulations issued pursuant thereto, and Owner's safety regulations as amended from time to time. Contractor shall comply with all Owner directions regarding protective clothing and gear. These laws also include without limitation Labor Code section 6409.6 and any other laws and regulations concerning COVID-19.
- B. Contractor shall be fully responsible for the safety of its and its Subcontractors' employees, agents and invitees on the Site. Contractor shall notify Owner, in writing, of the existence of hazardous conditions, property or equipment at the Site that are not under Contractor's control. Contractor shall be responsible for taking all the necessary precautions against injury to persons or damage to the property of Contractor, Subcontractors or persons from recognized hazards until the responsible party corrects the hazard.
- C. Contractor shall confine all persons acting on its or its Subcontractors' behalf to that portion of the Site where Work under the Contract Documents is to be performed, Owner-designated routes for ingress and egress thereto, and any other Owner-designated area. Except those routes for ingress and egress over which Contractor has no right of control, within such areas, Contractor shall provide safe means of access to all places at which persons may at any time have occasion to be present.

15.04 Emergencies

- A. In emergencies affecting the safety or protection of persons or Work or property at the Site or adjacent thereto, Contractor, without special instruction or authorization from Owner, is obligated to act to prevent threat and damage, injury or loss, until directed otherwise by Owner. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in Work or variations from Contract Documents have been caused thereby. If Owner determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Change Order or Construction Change Directive will be issued to document the consequences of such action.

15.05 Use of Roadways and Walkways

- A. Contractor shall not unnecessarily interfere with use of any roadway, walkway or other facility for vehicular or pedestrian traffic. Before beginning any interference and only with Owner's prior concurrence, Contractor may provide detour or temporary bridge for traffic to pass around or over the interference, which Contractor shall maintain in satisfactory condition as long as interference continues. Unless otherwise provided in the Contract Documents, Contractor shall bear the cost of these temporary facilities.

15.06 Nondiscrimination

- A. No person or entity shall discriminate in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sexual preference, or gender of such persons, except as provided in Government Code Section 12940. Every contractor for public works violating the provisions of Labor Code Section 1735 is subject to all the penalties imposed for a violation of Chapter 1, Part 7, Division 2 of the California Labor Code.

15.07 Prevailing Wages and Working Hours

- A. Contractor shall pay to persons performing labor in and about Work provided for in the Contract Documents an amount equal to or more than the general prevailing rate of per diem wages for (i) work of a similar character in the locality in which the Work is performed and (ii) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and Owner to be the general

prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Contract. Contractor shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each Site.

- B. Contractor shall forfeit, as a penalty to Owner, \$200.00 for each laborer, worker, or mechanic employed in performing labor in and about the Work provided for in the Contract Documents for each Day, or portion thereof, that such laborer, worker or mechanic is paid less than the said stipulated rates for any Work done under the Contract Documents by him or her or by any Subcontractor under him or her, in violation of Articles 1 and 2 of Chapter 1 of Part 7 of Division II of the Labor Code. The sums and amounts that are forfeited pursuant to this Paragraph and the terms of the Labor Code shall be withheld and retained from payments due to Contractor under the Contract Documents, pursuant to this Document 00 72 00 and the Labor Code, but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the State Department of Industrial Relations or by Owner. The Labor Commissioner pursuant to Labor Code Section 1775 shall determine the final amount of forfeiture.
- C. Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code.
- D. Contractor stipulates that it shall comply with all applicable wage and hour laws, including without limitation, Labor Code Sections 1776 and 1810-1815. Failure to so comply shall constitute a default under this Contract.
- E. Contractor and its Subcontractors shall be responsible for compliance with Labor Code Sections 1810-1815.
1. Eight hours of labor performed in execution of the Contract constitutes a legal day's work. The time of service of any worker employed on the Project is limited and restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week.
 2. Contractor and its Subcontractors shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the Project. The record shall be kept open at all

-
- reasonable hours to the inspection Owner and to the Division of Labor Standards Enforcement.
3. Contractor or its Subcontractors shall, as a penalty to Owner, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the Contract Documents by the respective Contractor or Subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code Sections 1810-1815.
 4. Work performed on the Project by employees of Contractor or its Subcontractors 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 8 hours per day at not less than 1 1/2 times the basic rate of pay.
- F. Contractor and its Subcontractors shall be responsible for compliance with Labor Code Section 1776. This Project is subject to prevailing wage compliance monitoring and enforcement by the Department of Industrial Relations.
1. Contractor and Subcontractors must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Work of the Contract Documents. Each payroll record shall contain or be verified by a written declaration as required by Labor Code Section 1776.
 2. The payroll records enumerated above must be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor as required by Labor Code Section 1776.
 - a. Contractor shall inform Owner of the location of records enumerated above, including the street address, City, and county, and shall, within five working days, provide a notice of a change of location and address.
 - b. Contractor or Subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated above. In the event that the Contractor or Subcontractor fails to comply with the ten-day period, he or she shall, as a penalty to Owner on whose behalf the contract is made or awarded, forfeit \$100.00 for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship

Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Contractor is not subject to a penalty assessment pursuant to this Paragraph due to the failure of a Subcontractor to comply with this Paragraph.

3. With each payment application, Contractor shall also deliver certified payrolls to Owner as set forth above in this Document 00 72 00 (General Conditions), and concurrently therewith (but in no event less frequently than monthly) directly to the Labor Commissioner in the format prescribed by the Labor Commissioner.
4. Contractor shall post all jobsite notices if and when prescribed by regulation.

15.08 Environmental Controls

- A. Contractor shall comply with all rules, regulations, ordinances, and statutes that apply to any Work performed under the Contract Documents including, without limitation, any toxic, water, stormwater management and soil pollution controls and air pollution controls specified in Government Code Section 11017. Contractor shall be responsible for insuring that Contractor's Employees, Subcontractors, and the public are protected from exposure to airborne hazards or contaminated water, soil, or other toxic materials used during or generated by activities on the Site or associated with the Project.

15.09 Shoring Safety Plan

- A. Any conflict between this Paragraph and the Technical Specifications shall be resolved in favor of the most stringent requirement.
- B. At least five Days in advance of any excavation five feet or more in depth, Contractor shall submit to Owner a detailed plan showing the shoring, bracing and sloping design (including calculations) and other provisions to be made for worker protection from the hazard of caving ground during the excavation, as required by Labor Code Section 6705. A civil or structural engineer registered in California shall prepare and sign any plan that varies from the shoring system standards established by the State Construction Safety Orders.
- C. During the course of Work, Contractor shall be responsible for determining where sloping, shoring, and/or bracing is necessary and the adequacy of the design, installation, and maintenance of all shoring and bracing for all excavation, including any excavation less than five feet in depth. Contractor will be solely responsible for any damage or injuries that may result from excavating or trenching. Owner's acceptance of any

drawings showing the shoring or bracing design or Work schedule shall not relieve Contractor of its responsibilities under this Paragraph.

- D. Appoint a qualified supervisory employee who shall be responsible to determine the sloping or shoring system to be used depending on local soil type, water table, stratification, depth, etc.

15.010 Contractor's License Notice

- A. Statement required by California Business & Professions Code Section 7030: "Contractors are required by law to be licensed and regulated by the Contractor's State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractor' State License Board, P.O. Box 26000, Sacramento, California 95826."

****END OF SECTION****

Supplemental Conditions – Insurance and Indemnification

ARTICLE 1 INSURANCE**1.01 General Insurance Requirements**

Contractor shall maintain at its sole expense, submit coverage verification for approval by Owner prior to execution of this Contract, and keep in effect during the term of this Contract, the following types of insurance in amounts specified in this Section.

A. Workers' Compensation and Employer's Liability Insurance

The Contractor shall maintain Workers' Compensation Insurance as required by the State of California. If there is any risk of injury to Contractor's employees under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act, or other laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Employer's Liability insurance shall be provided with limits not less than:

- \$1,000,000 per accident
- \$1,000,000 per each employee for disease
- \$1,000,000 policy limit.

B. Commercial General Liability Insurance

Contractor shall maintain Commercial General Liability Insurance (CGL) written on an occurrence form providing coverage for bodily injury, property damage, and personal and advertising injury through any combination of primary and excess or umbrella liability insurance policies with annual reinstatement of the general aggregate limit at each policy period renewal. The CGL shall include broad contractual liability and not contain any XCU exclusions.

The CGL insurance must be written on an ISO occurrence form CG 00 01 or substitute forms providing equivalent coverage. All excess or umbrella policies shall be follow-form and afford no less coverage than the primary policy. Coverage shall apply for both ongoing and completed operations on a form acceptable to Owner. Coverage shall be provided to Owner for liability and any damage to property and injury or death of persons, unless caused by Owner's sole or active negligence or willful misconduct.

Completed operations coverage must be in place for the entire California State Statute of Repose which is currently ten (10) years. The liability insurance requirements as noted in this section can be met through a

Supplemental Conditions – Insurance and Indemnification

Contractor Controlled Insurance Program (CCIP), however, Owner reserves the right to review and approve the program prior to starting work.

Owner, its officers, directors, employees, their successors shall be named as additional insureds on Contractor's commercial liability and excess policies providing coverage at least as broad as Insurance Service Office's Additional Insured – Owners, Lessees, or Contractors CG 20 10 for ongoing operations and CG 20 37 for completed operations. Evidence of this required additional insurance coverage must be separately attached to the certificate of insurance.

The required limits shall be:

- \$5,000,000 per occurrence for bodily injury and property damage liability
- \$5,000,000 personal and advertising injury
- \$10,000,000 general policy aggregate
- \$10,000,000 products/completed operations aggregate

C. Commercial Automobile Insurance

The Contractor shall maintain Commercial Automobile Insurance written on ISO form CA 00 01 or substitute form providing equivalent liability coverage. Such insurance shall cover liability arising out of any auto including owned, hired, and non-owned autos and may be satisfied by a combination of primary and excess and/or umbrella policies. All excess or umbrella policies shall contain a drop-down clause in the event of exhaustion of primary limits and provide coverage for primary auto liability. Coverage shall include an MCS 90 endorsement for Contractor's hauling or transporting hazardous materials.

The required limits shall be:

- \$5,000,000 combined single limit for property damage and bodily injury liability

D. Contractor's Pollution Liability Insurance

Contractor shall maintain Contractor's Pollution Liability Insurance providing coverage for bodily injury, property damage, personal injury and environmental site restoration including fines and penalties in accordance with applicable EPA or state regulations. Coverage shall extend to losses from the release or escape of pollutants including discharge of pollutants brought to the site, release of pre-existing pollutants at the site whether sudden or gradual over time and mold

Supplemental Conditions – Insurance and Indemnification

resulting from Contractor's work. Coverage must also extend to first-party clean-up costs, business interruption, loss of rents, and extra expense and include coverage for completed operations up to ten (10) years following project acceptance by Owner.

The required limits shall be:

- \$2,000,000 per occurrence
- \$2,000,000 annual aggregate

E. Builder's Risk/Installation Floater

Contractor shall maintain Builder's Risk Insurance providing coverage for full replacement value to include materials, labor, profit and overhead on an All Risk/Special Form for all risks of physical loss or damage for all real property or improvements with no coinsurance penalty provision. Coverage for testing, water damage, underground piping, and mechanical breakdown shall be included. The policy shall include Owner as a loss payee. Property insurance deductibles are the sole responsibility of the Contractor and must be disclosed to Owner prior to commencing work.

Included Coverage – The above builder's risk insurance shall include the following coverages:

1. Including, but not by way of limitation, for all damages of loss to the Work and to appurtenances, to materials and equipment to be incorporated into the Project while the same are in transit, stored on or off the Site, to construction plant and temporary structures.
2. Such insurance shall cover, but shall not be limited to, the perils of fire, lightning, windstorms, hail, explosion, riot, riot attending a strike, civil commotion, smoke damage, damage by aircraft or vehicles, vandalism and malicious mischief, theft, collapse, and floods.
3. The policy shall cover the costs of debris removal, including demolition as may be made reasonably necessary by the application of any law, ordinance, or regulation.
4. Start-up & testing, and machinery breakdown including electrical arching.
5. Consequential losses due to delay in completing the Work. The builder's risk insurance limit for consequential losses is \$1,000,000.

Supplemental Conditions – Insurance and Indemnification

6. The policy shall provide the Owner the right to occupy the premises without termination of the policy until Final Completion of the Project.

Application of Loss Proceeds - In the event of a covered loss, proceeds of builder's risk insurance shall be applied first to reimburse actual costs of demolition, debris removal, reconstruction, and repair or replacement incurred in the discharge of the Contractor's obligations of repair or replacement under this Contract. Insurance proceeds shall be deposited in a separate account in a local bank satisfactory to the Owner and shall be withdrawn only with the Owner's written approval to reimburse such actual costs as the builder's risk carrier has agreed to reimburse. The Owner shall have no liability for failure of the builder's risk carrier to pay for any particular cost of repairs. In the event of the termination of the Contractor for default, the Contractor shall forfeit all rights to builder's risk insurance proceeds and Owner may expend such proceeds to complete the Project as if they were unpaid contract monies.

If the project involves installation of equipment only, Contractor shall provide evidence of an Installation Floater providing coverage for the value of equipment to be installed and shall include Owner as an insured and loss payee. Coverage for testing, water damage, and mechanical breakdown shall be included.

Contractor is solely responsible for insuring, repairing, or replacing any of its personal property and tools and equipment, whether owned, non-owned, or hired.

F. Professional Liability Insurance

Contractor shall maintain Professional Liability Insurance providing coverage for professional services rendered under this Contract, if any. The policy must have a retroactive date prior to the effective date of the Contract. Contractor agrees to maintain coverage continuously for a period of no less than three (3) years following project acceptance by Owner.

The required limits shall be:

- \$2,000,000 per claim
- \$2,000,000 annual aggregate

G. Cyber Liability Insurance

The Contractor shall maintain Cyber Liability Insurance with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and

Supplemental Conditions – Insurance and Indemnification

obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

H. Additional Provisions Applicable to All Insurance Requirements

The following provisions apply to all required insurance coverages referenced above with exception noted, if any.

1. Additional Insureds

Contractor's insurance, with exception of workers compensation and professional liability, if required, shall name Owner, its directors, officers, employees, their successors as additional insureds. Refer to Commercial General Liability requirements above for specific additional insured requirements.

2. Primary Insurance

Contractor's insurance shall be primary and non-contributory with any insurance maintained by Owner and shall include cross liability or severability of interest, if applicable.

3. Notice of Cancellation

Contractor's insurance shall be endorsed to provide Owner with notice thirty (30) days prior to cancellation of any required coverage except for non-payment which may be with ten (10) days' notice of cancellation.

4. Acceptability of Insurers

All required insurance shall be written by companies having an AM Best's rating of A- VII or equivalent, as determined by Owner.

5. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention maintained by Contractor for any required coverage must be declared and approved by Owner. The Owner reserves the right to request financial statements. The Contractor agrees to be fully responsible for payment of any such deductibles or self-insured retentions.

Supplemental Conditions – Insurance and Indemnification

6. Insurance Compliance

Contractor shall deliver to Owner certificates of insurance on an Acord or equivalent form signed by an authorized representative of the insurers prior to the execution of this Contract, prior to commencing any work or service, and at least ten (10) days prior to the renewal or replacement of any of the required insurance, or upon reasonable request by Owner. Certificates of insurance must include all required endorsements, including but not limited to additional insured, primary and non-contributory, notice of cancellation, and waiver of subrogation, as applicable. Contractor will not receive a notice to proceed until Owner has approved insurance. The Owner reserves the right to request copies of required insurance policies, as needed.

7. Verification of Insurance Coverage

Owner utilizes the services of Ebix, Inc. to confirm insurance compliance and to collect electronic copies of Certificates of Insurance. Contractor shall submit all required information to Ebix, Inc with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required herein. All certificates and endorsements shall be verified by Ebix and accepted by Owner before work commences. Owner may also require copies of Policy Declarations Pages and Schedules of Policy Endorsements. Contractor shall provide insurance documentation to Swarnjit Boyal: sboyal@opud.org for processing.

Should Contractor fail to obtain and maintain the required insurance, Owner reserves the right, upon ten (10) days prior written notice to Contractor of its intention to do so, to obtain and maintain such insurance on behalf of Contractor. Contractor shall be responsible for all costs incurred with respect to such insurance obtained by Owner, plus administrative overhead.

8. Maintenance of Insurance

Contractor shall maintain all required insurance throughout the entire duration of this Contract without any lapse in coverage or reduction in required limits. Owner reserves the right to reevaluate and adjust the insurance types and coverage limits required herein annually.

9. Available Insurance

If the Contractor maintains broader coverage and/or higher limits than the minimum insurance requirements above, Owner requires

Supplemental Conditions – Insurance and Indemnification

and shall be entitled to the broader coverage and/or higher limits maintained by the Contactor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Owner.

10. Waiver

Contractor agrees to waive all rights of recovery against Owner, and cause its Workers' Compensation, Commercial General Liability, Automobile Liability, and Umbrella/Excess insurance policies to be endorsed to waive subrogation against Owner. Contractor waives all right of recovery or subrogation against Owner regardless of cause of damage.

11. Self-Insurance

Owner recognizes that some insurance requirements contained in this Contract may be fulfilled by self-insurance on the part of the Contractor. Self-insurance shall not in any way limit liabilities assumed by Contractor under this Contract including but not limited to naming Owner as an additional insured and waiving rights of recovery. Any self-insurance shall be approved in writing by Owner upon satisfactory evidence of financial capacity. Contractor obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insured retentions.

12. Subcontractors Insurance

Contractor shall require insurance of its subcontractors for the types and coverage limits appropriate for the exposure within each subcontractor agreement. In no event shall the insurance required of the Contractor be reduced or altered by the coverage maintained by subcontractors.

a. Minimum Amount of Coverage for all Listed Subcontractors:

Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein.

Contractor shall ensure that Owner is an additional insured on insurance required from subcontractors.

The bodily injury, personal injury and property damage liability of the Commercial General Liability insurance shall provide coverage in the following minimum limits of liability: \$2,000,000 on account of any one occurrence for bodily injury and property damage,

Supplemental Conditions – Insurance and Indemnification

\$4,000,000 personal and advertising injury limit with an annual general aggregate limit of not less than \$4,000,000, and \$2,000,000 products and completed operations aggregate. The Automobile Liability insurance policy shall provide minimum limits of \$1,000,000 per accident as a combined single limit arising out of the ownership, maintenance, or use of any owned or non-owned vehicles. These minimum amounts of insurance coverage do not preclude Contractor from requiring higher limits or additional insurance coverage as it deems necessary.

b. Minimum Amount of Coverage for Unlisted Subcontractors:

Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein. Contractor shall ensure that Owner is an additional insured on insurance required from subcontractors.

The bodily injury, personal injury and property damage liability of the Commercial General Liability insurance shall provide coverage in the following minimum limits of liability: \$2,000,000 on account of any one occurrence for bodily injury and property damage, \$1,000,000 personal and advertising injury limit with an annual general aggregate limit of not less than \$2,000,000, and \$1,000,000 products and completed operations aggregate. The Automobile Liability insurance policy shall provide minimum limits of \$1,000,000 per accident as a combined single limit arising out of the ownership, maintenance, or use of any owned or non-owned vehicles. These minimum amounts of insurance coverage do not preclude the Contractor from requiring higher limits or additional insurance coverage as it deems necessary.

ARTICLE 2 RESPONSIBILITY OF CONTRACTOR AND INDEMNIFICATION

2.01 Owner and each of its officers, employees, consultants and agents including, without limitation, the Board, Project Manager and each Owner's Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.

Supplemental Conditions – Insurance and Indemnification

- 2.02** To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), Contractor shall defend, indemnify, and hold harmless, Owner and each of its officers, officials, employees, consultants and agents including, without limitation, the governing board, Project Manager and each Owner's Representative, from claims, suits, actions, losses and liability of every kind, nature and description including, without limitation, claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with, or resulting from performance of the Work, failure to perform the Work, or condition of the Work that is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, resulting from any cause whatsoever except for liability for loss, damage, or expense arising from Owner's sole negligence, willful misconduct, or active negligence.
- 2.03** With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity including, without limitation, costs of defense, against Owner and each of its officers, officials, employees, consultants and agents including, without limitation, Owner, the governing board, Project Manager and each Owner's Representative. Owner shall provide timely notice to Contractor of any third-party claim relating to the Contract Documents, in accordance with Public Contract Code Section 9201.
- 2.04** Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.
- 2.05** To the furthest extent permitted by law (including, without limitation, Civil Code §2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout Contract Documents shall apply even in the event of breach of Contract, passive negligence, fault or strict liability of the party(ies) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, Owner may in its discretion back charge Contractor for Owner's costs and damages resulting therefrom and withhold such sums from progress payments or other Contract moneys which may become due.

Supplemental Conditions – Insurance and Indemnification

2.06 Owner’s officers, directors, agents, or employees shall not be personally responsible for any liability arising under the Agreement, except such obligations as are specifically set forth herein.

****END OF SECTION****

In-Use Off-Road Diesel-Fueled Fleets Regulation

IN-USE OFF-ROAD DIESEL-FUELED FLEETS REGULATION

Attention is directed to provisions of the California Code of Regulations Sections 2449, 2449.1, and 2449.2, Title 13, relating to In-Use Off-Road (IUOF) Diesel-Fueled Fleets (Regulation), issued by the California Air Resources Board (CARB). The Contractor warrants that it shall be knowledgeable of and comply with the Regulation, including without limitation the matters contained in this Document 00 73 04, at all times prior to and during its work on the Project. The Regulation shall control in the event of any conflict between this Document 00 73 04 and the Regulation.

A. Contracting Requirements.

1. If the Project involves the use of vehicles subject to the Regulation, Contractor must obtain copies of the valid Certificates of Reported Compliance, as described in Regulation section 2449(n), for the fleet selected for the Contract and its listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet.

2. Contractor shall not enter into a contract with a fleet for which it does not have a valid Certificate of Reported Compliance for the fleet and Contractor's listed Subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet.

3. The Certificates of Reported Compliance received by the Contractor for the Project must be retained for three years after the Project's completion. Upon request by CARB, these records must be provided to CARB within five business days of the request.

4. If the Project is considered to be an emergency operation, as defined in Regulation section 2449(c)(18), it is exempt from the requirements in Regulation section 2449(i)(1)-(3). Nevertheless, Contractor must still retain records verifying vehicles subject to the Regulation that are operating on the emergency operations project are actually being operated on the project for emergency operations only. These records must include a description of the emergency, the address or a description of the specific location of the emergency, the dates on which the emergency operations were performed, and an attestation by the fleet that the vehicles are operated on the project for emergency operations only.

B. Other Contractor Requirements.

1. Between March 1 and June 1 of each year, Contractor must collect new valid Certificates of Reported Compliance for the current compliance year,

In-Use Off-Road Diesel-Fueled Fleets Regulation

as defined in Regulation section 2449(n), from all fleets that have an ongoing contract with the Contractor as of March 1 of that year. Contractor must not write contracts to evade this requirement.

2. The Contractor shall only allow fleets with valid Certificates of Reported Compliance on Contractor's job sites.

3. If Contractor discovers that any fleet intending to operate vehicles subject to the Regulation for Contractor does not have a valid Certificate of Reported Compliance, as defined in Regulation section 2449(n), or if Contractor observes any noncompliant vehicles subject to the Regulation on Contractor's job site, then Contractor must report the required information to CARB when as provided and within the time period contained in in the Regulation

4. Upon request by CARB, Contractor must immediately disclose to CARB the name and contact information of each responsible party for all vehicles subject to the Regulation operating at the job site or for Contractor.

5. If applicable, Contractor shall prominently display signage for any project where vehicles subject to the Regulation as provided and within the time period contained in in the Regulation.

****END OF SECTION****

ARTICLE 1 COMPLIANCE REQUIRED

1.01 Contractor and Subcontractors shall comply with the requirements of Labor Code Sections 1776, 1777.5, and 1777.6 concerning the employment of apprentices by Contractor or Subcontractors. Willful failure to comply may result in penalties, including loss of the right to Bid on or receive public works contracts.

ARTICLE 2 APPRENTICESHIP REQUIREMENTS

2.01 Contractor and Subcontractors understand and agree that to the extent compensation for the Work contemplated in this agreement is greater than \$30,000, apprentices will need to be employed on the Project as required by law. (Labor Code section 1777.5(d).) If apprentices will need to be employed, Contractor understands and agrees that:

- A. It is Contractor's responsibility to submit contract award information for each craft required on the Project using the appropriate form prepared by the Division of Apprenticeship Standards ("DAS") within the California Department of Industrial Relations ("DIR")—currently the "DAS 140 form." A copy of the current DAS 140 form is available at Attachment A for reference. If Contractor is approved to train apprentices, Contractor must send the required information to its apprenticeship committee. If Contractor is not approved to train apprentices, Contractor must send the information to all apprenticeship committees that can supply apprentices to the site of the public works project.
- B. It is Contractor's responsibility to make training fund contributions in the amount established in the prevailing wage rate – either to the applicable apprenticeship committee, or the California Apprenticeship Council ("CAC").
- C. It is Contractor's responsibility to contact the applicable apprenticeship committee to request apprentices for each craft or trade on the Project using the appropriate form DIR, currently the DAS 142 form. A copy of DAS 142 is available at Attachment B for reference. The form must be submitted at least three business days before apprentices are required
- D. It is Contractor's responsibility to ensure apprentices are employed in the correct ratio. Contractor should be sure to employ on hour of apprentice work for every five hours performed by a journeyman level worker.
- E. More information is available on DIR's website.
<https://www.dir.ca.gov/Public-Works/Apprentices.html> Contractor is responsible for complying with any updated guidance, and using any updated forms, provided by DIR.

ARTICLE 3 CERTIFICATION OF APPROVAL

3.01 Labor Code Section 1777.5, as amended, requires a Contractor or Subcontractor employing tradespersons in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of a public works project and which administers the apprenticeship program in that trade for a certification of approval. The certificate shall also fix the ratio of apprentices to journeypersons that will be used in performance of the Contract. The ratio of work performed by apprentices to journeypersons in such cases shall not be less than one *hour* of apprentices work for every five *hours* of labor performed by journeypersons (the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeypersons), except:

- A. When unemployment for the previous three month period in the area exceeds an average of 15 percent;
- B. When the number of apprentices in training in the area exceeds a ratio of one to five;
- C. When a trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally; or
- D. Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyperson.

ARTICLE 4 FUND CONTRIBUTIONS

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

ARTICLE 5 APPRENTICESHIP STANDARDS

5.01 Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of the California Department of Industrial Relations, or from the Division of Apprenticeship Standards and its branch offices.

00 73 80
Apprenticeship Program

Attachment A - DAS 140

PUBLIC WORKS CONTRACT AWARD INFORMATION

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: <http://www.dir.ca.gov/databases/das/pwaddrstart.asp> for information about programs in your area and trade. You may also consult your local Division of Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards.

Do not send this form to the Division of Apprenticeship Standards.

NAME OF YOUR COMPANY	CONTRACTOR'S STATE LICENSE NO.
MAILING ADDRESS-NUMBER & STREET, CITY, ZIP CODE	AREA CODE & TELEPHONE NO.
NAME & ADDRESS OF PUBLIC WORKS PROJECT	DATE YOUR CONTRACT EXECUTED
	DATE OF EXPECTED OR ACTUAL START OF PROJECT
NAME & ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT	ESTIMATED NUMBER OF JOURNEYMEN HOURS
	OCCUPATION OF APPRENTICE
THIS FORM IS BEING SENT TO: (NAME & ADDRESS OF APPRENTICESHIP PROGRAM(S))	ESTIMATED NUMBER OF APPRENTICE HOURS
	APPROXIMATE DATES TO BE EMPLOYED

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One Of The Boxes Below

1. We are already approved to train apprentices by the _____
Apprenticeship Committee. We will employ and train under their Standards. Enter name of the Committee
2. We will comply with the standards of _____
Apprenticeship Committee for the duration of this job only. Enter name of the Committee
3. We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeymen/men.

Signature _____ Date _____
Typed Name _____
Title _____

**State of California - Department of Industrial Relations DIVISION
OF APPRENTICESHIP STANDARDS**


DAS 140 (REV. 1/84)

Explanation to box 1 - 3 on form DAS 140

- **Box 1 is for contractors who are already approved to train by an apprenticeship program (signatory/member).**
- **Box 2 indicates that a contractor is willing to comply with a program's Standards for the current project only. This generally means that the fringe benefits and the training funds will be paid to that Committee's Trust Fund. It also allows a contractor to take advantage of a more generous maximum ratio than the CAC Standards, but does not affect the minimum ratio of 1 apprentice hour for every 5 journeyman hours.**
- **Box 3 means that a contractor will be governed by the regulations of the California Apprenticeship Council. Generally this means that the minimum and maximum ratio for apprentices is the same – 1 apprentice hour for every 5 journeyman hours per each craft, totaled at the end of the project. It also means the Training Fund Contribution is usually paid to the California Apprenticeship Council.**

00 73 80
Apprenticeship Program

Attachment B - DAS 142

 REQUEST FOR DISPATCH OF AN APPRENTICE – DAS 142 FORM DO NOT SEND THIS FORM TO DAS	
<p>You may use this form to request dispatch of an apprentice from the Apprenticeship Committee in the craft or trade in the area of the public work. Go to: http://www.dir.ca.gov/databases/das/pwaddrstart.asp for information about programs in your area and trade. You may also consult your local Division Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards. <u>Except for projects with less than 40 hours of journeymen work, you must request and employ apprentices in no less than 8 hour increments.</u></p> <p style="text-align: center;">List one occupation/craft per form</p>	
<p>Date: _____</p> <hr/> <p>To Applicable Apprenticeship Committee:</p> <p>Name: _____</p> <p>Address: _____</p> <p>_____</p> <p>Tel. No. _____ Fax No. _____</p>	<p>Contractor Requesting Dispatch:</p> <p>Name: _____</p> <p>Address: _____</p> <p>_____</p> <p>License No. _____</p> <p>PWC Registration Number: _____</p> <p>Tel. No. _____ Fax No. _____</p>
<p>Project Information: PWC Project Number _____ Contract Number _____</p> <p>Total Contract Amount. _____ Sub-Contract Amount _____</p> <p>Name of the Project: _____</p> <p>Address: _____</p>	
<p>Dispatch Request Information:</p> <p>Number of Apprentice(s) Needed: _____ Craft or Trade: _____</p> <p>Date Apprentice(s) to Report: _____ (72 hrs. notice required) Time to Report: _____</p> <p>Name of Person to Report to: _____</p> <p>Address to Report to: _____</p> <p>_____</p>	
<p><i>You may use this form to make your written request for the dispatch of an apprentice. Requests for dispatch must be in writing and submitted at least 72 hours in advance (excluding weekends and holidays) via first class mail, fax or email. Proof of submission may be required. Please take note of California Code of Regulations, Title 8, § 230.1 (a) for all applicable requirements regarding apprenticeship requests and/or visit https://www.dir.ca.gov/das/PublicWorksForms.htm</i></p> <p><i>DAS 142 (Revised 10/18)</i></p>	

****END OF SECTION****

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ADDENDA

OLIVEHURST PUBLIC UTILITY DISTRICT

Well #35 Construction Project

1970 9TH AVE, OLIVEHURST, CA 95961

PROJECT NUMBER 2025-003

[DOCUMENT TO BE COMPLETED AS ADDENDA DURING BID PERIOD]

[If a conformed copy is created, delete the bracketed line above and replace it with the following:]

The following Addenda were issued, modifying the Project Manual:

Addendum No. 1, issued on **[date]**

Addendum No. 2, issued on **[date]**

[Continue as appropriate]

(Addenda has been incorporated into the conformed Project Manual.)

****END OF SECTION****

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PART 1 GENERAL**1.01 Summary**

- A. Section includes Summary of Work and Work Restrictions including:
1. Work Covered By Contract Documents
 2. Bid Item, Allowances and Alternates
 3. Specialty Items
 4. Work Under Other Contracts
 5. Future Work
 6. Work Sequence
 7. Workdays and Hours
 8. Shutdown for Discovery of Cultural Resources
 9. Cooperation of Contractor and Coordination with Other Work
 10. Partial Occupancy/Utilization Requirements
 11. Contractor Use of Site
 12. Air Quality Standards
 13. Construction Staking and Monument Protection
 14. Protection of Existing Structures and Underground Facilities
 15. Permits
 16. Owner-Furnished Products

1.02 Work Covered by Contract Documents

- A. Work comprises of the construction of Owner's Well #35 Construction Project located in Plumas Lake, California. Contract Documents fully describe the Work.
- B. The Work of this Contract comprises construction of all the Work indicated, described in the Specifications, or otherwise required by the Contract Documents. Unless provided otherwise in the Contract Documents, all risk of loss to Work covered by Contract Documents shall rest with Contractor until Final Acceptance of the Work. The cost of maintenance of systems and equipment prior to Final Acceptance will be considered as included in Bid prices and no direct or additional payment will be made, therefore.
- C. For all Bid items, furnish and install all Work, including connections to existing systems, indicated, and described in Specifications and all other Contract Documents. Work and requirements applicable to each individual Bid item, or unit of Work, shall be deemed incorporated into the description of each Bid item (whether Lump Sum or Unit Price). Any Bid item may be deleted from the Work and Contract Sum, in total or in part, prior to

or after award of Contract without compensation in any form or adjustment of other Bid items or prices, therefore.

- D. Allowance Work shall be done as Change Orders and as specified in Section 01 26 00 (Modification Procedures). Identify Allowance Items (See Document 00 41 13 [Bid Form]) work on the Progress Schedules and on Applications for Payment. The Amount given on Document 00 41 13 (Bid Form) under each Allowance Item is the sum of money set aside for each Allowance Item. These amounts shall be included in the Contract Sum on the Bid Form. If the cost of Work done under any Allowance Item is less than the amount given on the Bid Form under that Allowance Item, the Contract Sum shall be reduced by the difference between the amount given in the Bid Form and the cost of Work done.
- E. The District has the developer improvement plans for the development that is adjacent to the Well Site. If requested, the District will provide a digital copy of these plans to the Contractor that shows adjacent underground utilities.

1.03 Bid Items, Allowances and Alternates

BID ITEM NO. 1 - Project Mobilization / Well Permit /Site Protection

Measurement and Payment By Full Compensation By Lump Sum. The lump sum bid shall not exceed five percent (5%) of the total bid price.

Mobilization shall not exceed five (5%) percent of the total bid item price. Mobilization shall include: the obtaining of insurance and bonds; moving onto the site of all equipment and facilities; submittal and approval of initial project schedule; obtaining and paying for all permits by other agencies as applicable; furnishing temporary construction utilities (temporary power, toilets, water, fences, etc.); installing construction signs; temporary buildings and field office trailer(s); and other construction all as required for the proper performance and completion of the work. Includes project management including, but not limited to, office meetings, field meetings, and all coordination with the District, Engineer, Inspectors and Construction Manager. Work includes obtaining final approval and permit closeouts from all affected Agencies and property owners. Includes preparation of as-built plans as described in these specifications. The Contractor shall keep the as-built plans up to date monthly. Final compensation will be delayed until all items described above are submitted and approved.

The demobilization shall not exceed two percent (2%) of the total bid item price. Demobilization shall include site cleaning and restoration of

surfaces within the job site not covered under other bid items, post-construction meeting, removal of all temporary facilities and equipment from the work area, disconnection of the temporary construction utilities and turnover of project to the Owner.

The Contractor may apply for payment of mobilization on a percent complete basis as the items covered in the Mobilization are being completed.

The Contractor may apply for payment of demobilization on a percent complete basis after the overall project substantial completion is achieved and the project demobilization has begun.

The lump sum price shall be full compensation for the preparation and installation or submittal of these materials, and for all labor, equipment, tools and incidentals to complete this item.

BID ITEM NO. 2 – Insurance and Bonds

Measurement and Payment By Full Compensation By Lump Sum. Includes the cost of the insurance and bonds associated with this project.

BID ITEM NO. 3 – Test Hole – Drill, E-Log, and Destroy Test Hole

Measurement and Payment By Full Compensation By Lineal Foot.

Includes all tools, equipment, materials, and labor necessary to drill a test well hole, e-log, and describe drill cuttings that are required to design the permanent well. Once drilling information is obtained, the test hole is to be destroyed and filled in with a 10.3 sand-cement grout seal.

BID ITEM NO. 4 – Well Conductor Casing

Measurement and Payment By Full Compensation By Lineal Foot.

Includes all tools, equipment, materials, and labor necessary to drill and install a 36" O.D. x 1/2" thick wall Conductor Casing and with a w/ 10.3 sack sand-cement grout seal.

BID ITEM NO. 5 – 34" Diameter Borehole Drilling

Measurement and Payment By Full Compensation By Lineal Foot.

Includes all tools, equipment, materials, and labor necessary to drill a 34" borehole.

BID ITEM NO. 6 – 32" Diameter Borehole Drilling

Measurement and Payment By Full Compensation By Lineal Foot.

Includes all tools, equipment, materials, and labor necessary to drill a

32" borehole.

BID ITEM NO. 7 – Geophysical Surveys (E-Log, Caliper and Deviation)

Measurement and Payment By Full Compensation By Lump Sum.

Includes all tools, equipment, materials, and labor necessary to complete the geophysical surveys to verify that the borehole meets the performance requirements in is suitable for Well construction.

BID ITEM NO. 8 – Blank Well Casing - Stainless Steel – 20" O.D. x 3/8" Wall

Measurement and Payment By Full Compensation By Lineal Foot.

Includes all tools, equipment, materials, and labor necessary to install A-778 Type 304 SS Blank Well Casing per the final Well design.

BID ITEM NO. 9 – Blank Well Casing - Stainless Steel – 20" O.D. x 5/16" Wall

Measurement and Payment By Full Compensation By Lineal Foot.

Includes all tools, equipment, materials, and labor necessary to install A-778 Type 304 SS Blank Well Casing per the final Well design.

BID ITEM NO. 10 – Louvered Well Screen - Stainless Steel – 20" O.D Wall

Measurement and Payment By Full Compensation By Lineal Foot.

Includes all tools, equipment, materials, and labor necessary to install A-778 Type 304 SS Louvered Well Screen Casing per the final Well design.

BID ITEM NO. 11 – 3" Sounding Pipe

Measurement and Payment By Full Compensation By Lineal Foot.

Includes all tools, equipment, materials, and labor necessary to install the 3-inch, Sch. 40, Type 304 stainless steel.

BID ITEM NO. 12 – 4" Gravel Fill Pipe

Measurement and Payment By Full Compensation By Lineal Foot.

Includes all tools, equipment, materials, and labor necessary to install the 4-inch black steel pipe.

BID ITEM NO. 13 – Gravel Envelope & Transition Seal

Measurement and Payment By Full Compensation By Lineal Foot.

Includes all tools, equipment, materials, and labor necessary to install the Gravel Envelope and Transition Seal per the final Well design.

BID ITEM NO. 14 – Bentonite Chip Seal

Install an intermediate seal between the two deeper sections of the Well Screens.

BID ITEM NO. 15 – Annular Seal

Measurement and Payment By Full Compensation By Lineal Foot.

Includes all tools, equipment, materials, and labor necessary to install a 10.3 sack sand/cement grout annular seal per the final Well design.

BID ITEM NO. 16 – Well Development – Airlift Pumping

Measurement and Payment By Full Compensation By Lump Sum.

Includes all tools, equipment, materials, and labor necessary to perform air lift pumping to remove drilling fluids, perform initial development and consolidation of the gravel pack.

BID ITEM NO. 17 – Test Pump Installation

Measurement and Payment By Full Compensation By Lineal Foot.

Includes all tools, equipment, materials, and labor necessary to install a test pump that is capable of testing the performance of the well and includes all the pumping assembly and appurtenances.

BID ITEM NO. 18 – Temporary Discharge Piping

Measurement and Payment By Full Compensation By Lineal Foot

Includes all tools, equipment, materials, and labor necessary to install temporary discharge piping as specified.

BID ITEM NO. 19 – Well Development

Measurement and Payment By Full Compensation by Lump Sum.

Includes all tools, equipment, materials, and labor necessary to pump and surge the well to remove the fines sands in the Well's gravel pack. The test pumping and surging shall be capable of up to 4,500 gpm.

BID ITEM NO. 20 – Well and Aquifer Testing

Measurement and Payment By Full Compensation By the hour.

Includes all tools, equipment, materials, and labor necessary to test pump the Well to determine the Well's capacity per the specifications.

BID ITEM NO. 21 – Video Camera Survey

Measurement and Payment By Full Compensation By Lump Sum.

Includes all tools, equipment, materials, and labor necessary to perform a Video Camera Survey of the Well's casing once it has been drilled and developed.

BID ITEM NO. 22 - Gyroscopic Survey and Alignment Testing

Measurement and Payment By Full Compensation By Lump Sum.

Includes all tools, equipment, materials, and labor necessary to check the plumbness and Alignment of the Well to ensure that it meets the Specification requirements.

BID ITEM NO. 23 - Wellhead Security, Site Cleanup and Records

Measurement and Payment By Full Compensation By Lump Sum.

Includes all tools, equipment, materials, and labor necessary to weld a cap on the Well's casing, dry and spread out the driller's cutting adjacent to the well site as shown on the plans. Provide all drilling records and as-builts to the District.

BID ITEM NO. 24 - Well Disinfection

Measurement and Payment By Full Compensation By Lump Sum.

Includes all tools, equipment, materials, and labor necessary to disinfect the Well and meet Specification requirements.

BID ITEM NO. 25 - Standby Time

Measurement and Payment By Full Compensation By the Hours.

Bid item is based on standby time by the driller that is associated with the time between when the bore hole has been completed and the hydrogeological information has been provided to the engineer and when the final Well design has been provided to the contractor.

1.04 Not Used.

1.05 Not Used.

1.06 Not Used.

1.07 Not Used.

1.08 Workdays and Hours

- A. Typical workdays and hours: Owner's Regular Business Days and hours for construction personnel, such as facilities managers, architects, inspectors, and maintenance personnel, are **Monday-Friday inclusive, 7:00 a.m. - 5:00 p.m. local time.**
- B. Work at the Site on Saturday, Sundays, or holidays is not permitted unless the Contractor requests otherwise from District in writing at

least **48 hours** in advance and Owner approves in its sole discretion.

- C. Work will be permitted 24 hours per day, 7-days per week from when the drilling below the conductor casing starts until the cement grout annular seal reaches the ground surface.

1.09 Shutdown for Discovery of Cultural Resources

- A. If discovery is made of items of historical archaeological or paleontological interest, immediately cease all Work in discovery. Archaeological indicators may include, but are not limited to, dwelling sites, locally darkened soils, stone implements or other artifacts, fragments of glass or ceramics, animal bones, human bones, and fossils. After cessation of excavation, immediately contact Owner. Do not resume Work until authorization is received from the Owner. When resumed, excavation or other activities shall be as directed by the Owner.

1.10 Not Used.

1.11 Not Used.

1.12 Contractor Use of Site

- A. Confine operations at Site to areas permitted by Contract Documents, permits, ordinances, and laws. Do not unreasonably encumber Site with materials or equipment.
- B. Assume full responsibility for protection and safekeeping of products stored on premises. Move any stored products that interfere with operations of Owner or other contractor.
- C. Coordinate parking, storage, staging, and Work areas with Owner. Owner will provide a storage area for Contractor's equipment and materials. Do not store construction materials in the dripline of any tree.
- D. Prior to commencement of Work or excavation, Contractor and Owner shall jointly survey the area adjacent to the Project area making permanent notes and record of such existing damage such as cracks, sags, or other similar damage. This record shall serve as a basis for determination of subsequent damage to structures, conditions, or other existing improvements due to Contractor's operations. All parties conducting the survey shall sign the official record of existing damage. Cracks, sags, or damage of any nature to the adjacent Project area, not noted in the original survey but subsequently noted, shall be reported immediately to the Owner.

-
- E. The Contractor shall follow all City ordinances in force during the duration of this Contract.
 - F. It is essential that the Contractor perform the Work with as little interference and disturbance as possible to the surrounding neighborhood.
 - G. When suspect materials, outside the scope of Work, are encountered during the Work or restoration process, the Contractor shall immediately contact the Project Manager for evaluation and approval of the methods for dealing with the material.

1.13 Air Quality Standards

- A. Ensure that idling time for all heavy equipment is minimized to reduce on-Site emissions.
- B. Maintain equipment in good mechanical condition.
- C. Cover trucks hauling dirt.
- D. Limit dust emissions during periods of high winds (greater than 15 miles per hour).
- E. Replace ground cover in disturbed areas as soon as possible.
- F. Enclose, cover, water, or apply soil binders to exposed stockpiles.
- G. Remove earth tracked onto neighboring paved roads at least once daily.
- H. Limit equipment speed to 10 miles per hour in unpaved areas.

1.14 Construction Staking and Monument Protection

- A. Notify Owner three Business Days prior to the need for initial staking. Owner will provide engineering surveys to establish construction stakes that in Owner's judgment are necessary to enable Contractor to proceed with the Work.
- B. If Contractor finds any additional staking necessary, notify Owner in writing two Business Days in advance. Owner shall have no liability for any inadequacy unless Contractor notifies Owner and Owner fails to cure within three Business Days of such notice.
- C. The contractor shall be responsible for laying out the Work, shall protect and preserve the established construction stakes and property monuments, and shall make no changes or relocations without the prior written approval of the Owner. Whenever Contractor knows or should know that any Work activity is likely to damage or destroy any construction stakes or property monuments or require relocation because of necessary changes in grades or

locations, provide at least two Business Days advance notice to Owner. In any event, notify Owner whenever any construction stakes or property monuments are lost or destroyed or require relocation because of necessary changes in grades or locations. Owner shall replace or repair construction stakes or property monuments at Contractor's expense.

- D. Perform brush clearing and traffic control, as necessary, in Owner's sole judgment.
- E. Illegible survey requests or requests for surveys without proper (at least three Business Days) notification, may result in delayed surveys. No extension of Contract Time will be allowed due to such delays.
- F. If Owner's survey crews are not available to perform the survey staking following proper notification, Contractor shall provide its own survey staking. Provide Owner with Contractor's survey staking information in writing within three Business Days after it becomes available to Contractor.

1.15 Geotechnical Data and Existing Conditions

Upon request, the District will provide the well completion reports for its local well that are near the new Well site (Wells #31, #32, and #34). Affinity will also provide all survey work provided for the well site including the marking or offset marking showing the locations of the proposed Well, test Well, and property corners.

1.16 Protection of Existing Structures and Underground Facilities

- A. The Drawings may indicate existing above- and below-grade structures, drainage lines, storm drains, sewers, water lines, gas lines, electrical lines, hot water lines, and other related items and underground facilities that are known to Owner. At least two Business Days, or as otherwise noted, prior to commencement of excavation, notify the owners of the underground facilities
- B. Where overhead service to a structure, known to receive service, does not exist, then underground service shall be assumed to exist.
- C. Attention is also directed to the existence of overhead power and telephone lines.
- D. Not used.
- E. Not Used.
- F. Not Used

-
- G. In addition to reporting, if a utility is damaged, Contractor must take appropriate action as provided in Section 00 72 00 (General Conditions).
 - H. Additional compensation or extension of time on account of utilities not indicated or otherwise brought to Contractor's attention including reasonable action taken to protect or repair damage shall be determined as provided in Section 00 72 00 (General Conditions).

1.17 Permits

- A. Permits, agreements, or written authorizations that are known by Owner to may apply to this Project are listed below:
 - 1. County Well Drilling Permit
 - 2. NPDES Permit to discharge pump test water into storm drain in Lost Creek Ranch Drive as shown on Drawing W-2.
- B. All other permits that may be required, such as electrical, mechanical, fire prevention, irrigation, grading, slope protection, tree cutting, etc., have not been applied for and shall be obtained by the Contractor. Applicable permit fees will be reimbursed to the extent specified in Section 00 72 00 (General Conditions).

1.18 Not Used**PART 2 PRODUCTS****2.01 Products Ordered in Advance – Not Used****2.02 Owner-Furnished Products**

- A. None:
- B. Owner's Responsibilities:
 - 1. Arrange for Contractor to Project Site.
- C. Contractor's Responsibilities:
 - 1. Receive and unload products at Site; inspect for completeness or damage jointly with Owner.
 - 2. Handle, store, install, and finish products.
 - 3. Repair or replace items damaged after receipt.
 - 4. Install into Project per Contract Documents.

PART 3 EXECUTION – NOT USED

****END OF SECTION****

PART 1 GENERAL**1.01 Summary**

- A. Section includes description of requirements and procedures for determining amount of Work performed and for obtaining payment for Work performed.

1.02 References

- A. California Public Contract Code
- B. Code of Civil Procedure
- C. Government Code
- D. Civil Code

1.03 Composition and Scope Of Contract Sum

- A. Scope of Contract Sum
 - 1. Contract Sum for performance of the Work under Contract Documents, or under any Bid item, allowance, or Alternate, shall include full compensation for all Work required under the Contract Documents, including without limitation, all labor, materials, taxes, transport, handling, storage, supervision, administration, and all other items necessary for the satisfactory completion of the Work, whether or not expressly specified or indicated, incidental work and unexpected expenses, and all terms, conditions, requirements and limitations set forth in the Contract Documents.
 - 2. Contract Sum may be expressed as lump sum, unit price, GMP, allowance, or combination thereof. Contract Sum, whether lump sum, unit price or otherwise, shall be deemed to include all costs necessary to complete required Work, including Contractor overhead and profit, all costs (if any) for loss or damage arising from nature of Work or prosecution of the Work, and from action of elements.
 - 3. Unless Contract Documents expressly provide otherwise, Contract Sum shall be deemed to include:
 - (a) Any and all costs arising from any unforeseen difficulties which may be encountered during, and all risks of any description connected with, prosecution of Work or any Work item (whether lump sum, unit price or otherwise) until acceptance by Owner;
 - (b) All expenses incurred due to suspension, or discontinuance of Work or any Work item (whether lump sum, unit price or otherwise) as provided in Contract Documents; and

- (c) Escalation to allow for cost increases between time of Contract Award and completion of Work or any Work item (whether lump sum, unit price or otherwise).

B. Unit Price Items

1. Quantity of Work to be paid for under any item for which a unit price is fixed in Contract Documents shall be determined by Owner based on, so far as practicable, actual number of units satisfactorily completed, as determined by Owner and certified by Contractor, within prescribed or ordered limits, and no payment will be made for Work unsatisfactorily performed or done outside of limits.
2. Unit Prices shall apply to Work covered by unit prices so long as actual quantities performed on the Project are not less than 75 percent or greater than 125 percent of the estimated quantities bid or otherwise stated in the Contract Documents. If actual quantities exceed these parameters, then the unit price shall be adjusted by an amount to reflect the Contractor's incremental cost differential resulting from increased or decreased economies of scale.

C. Lump Sum Items

1. When estimated quantity for specific portion of Work is not indicated and/or Work is designated as lump sum, payment will be on a lump sum basis for Work satisfactorily completed in accordance with Contract Documents.
2. Payment for lump sum Work, or items of Work subject to a lump sum (e.g. without limitation, change order work), shall be made on the basis of satisfactory completion of such Work or work item, earned in progressive stages in accordance with the Contract Documents, up to but not exceeding Contractor's percentage completion of the Work or item.
3. Lump sum items shall be paid based upon the approved Schedule of Values, which shall be used to measure progressive payments based upon satisfactory progress towards completion of the item.

D. Allowance Items

1. Allowances. Allowance Work will be authorized by Owner in writing, following change order procedures to determine cost, supporting documentation and authorization to proceed. Unused allowance amounts at Contract completion shall reduce the Contract Sum accordingly.
2. Allowance items (if any) are specified in Section 01 11 00 (Summary of Work) or Section 01 21 00 (Allowances).

1.04 Payment Procedures**A. Work Breakdown Structure/Schedule of Values**

1. Within time period specified in Document 00 72 00 (General Conditions), but in any event prior to Contractor's first Application for Payment, Contractor shall submit a detailed breakdown of its Bid by scheduled Work items and/or activities, including coordination responsibilities and Project Record Documents responsibilities. Where more than one Subcontractor comprises the work of a Work item or activity, the Schedule of Values shall show a separate line item for each subcontract. Contractor shall furnish such breakdown of the total Contract Sum by assigning dollar values (cost estimates) to each applicable Progress Schedule network activity, which cumulative sum equals the total Contract Sum. This breakdown may be referred to as the Schedule of Values (**SOV**), Work Breakdown Structure (**WBS**) or both.
2. Contractor's overhead, profit, insurance, cost of bonds (except to the extent expressly identified in a Bid item) and/or other financing, as well as "general conditions costs," (e.g., Site cleanup and maintenance, temporary roads and access, off-Site access roads, temporary power and lighting, security, and the like), shall be prorated through all activities so that the sum of all the Schedule of Values line items equals Contractor's total Contract Sum, less any allowances designated by Owner. Scheduling, record documents and quality assurance control shall be separate line items.
3. Owner will review the breakdown in conjunction with the Progress Schedule to ensure that the dollar amounts of this Schedule of Values are, in fact, reasonable cost allocations for the Work items listed. Upon favorable review by Owner, Owner will accept this Schedule of Values for use. Owner shall be the sole judge of fair market cost allocations.
4. Owner will reject any attempt to increase the cost of early activities, i.e., "front loading," resulting in a complete reallocation of moneys until such "front loading" is corrected. Repeated attempts at "front loading" may result in suspension or termination of the Work for default, or refusal to process progress payments until such time as the Schedule of Values is acceptable to Owner.

B. Contractor's Requests for Progress Payments

1. If requested by Contractor, progress payments will be made monthly, under the following conditions:

-
2. On or before the 25th Day of each month, Contractor shall submit to Owner five copies of an Application for Payment for the cost of the Work put in place during the period from the last Day of the previous month to the end of the current month, along with one copy of an updated Progress Schedule. Such Applications for Payment shall be for the expected total value of activities completed or partially completed, based upon Schedule of Values prices (or Bid item prices if unit price) of all labor and materials incorporated in the Work up until midnight of the last Day of that one-month period, less the aggregate of previous payments. Accumulated retainage shall be shown as a separate item in the payment summary. Owner and Contractor will reconcile any differences in the field, based on the reconciled monthly report sheets. If Contractor is late submitting its Application for Payment, that Application may be processed at any time during the succeeding one-month period, resulting in processing of Contractor's Application for Payment being delayed for more than a Day for Day basis.
 3. Except as otherwise provided in a labor compliance program applicable to the Work (if any) or as otherwise required by Owner, concurrently with each Application for Payment, Contractor shall submit to Owner Contractor's and its Subcontractors' certified payroll records required to be maintained pursuant to Labor Code Section 1776 for all labor performed during pay periods ending during the period covered by the Application for Payment.
 4. No progress payment will be processed prior to Owner receiving all requested, acceptable schedule update information and certified payrolls, and in Owner's sole and absolute discretion, Owner may deny the entire Application for Payment for noncompliance.
 5. Each Application for Payment shall list each Change Order and Construction Change Directive (**CCD**) executed prior to date of submission, including the Change Order/CCD Number, and a description of the Work activities, consistent with the descriptions of original Work activities. Contractor shall submit a monthly Change Order/CCD status log to Owner.
 6. If Owner requires substantiating data, Contractor shall submit information requested by Owner, with cover letter identifying Project, Application for Payment number and date, and detailed list of enclosures. Contractor shall submit one copy of substantiating data and cover letter for each copy of Application for Payment submitted.
 7. If Contractor fails or refuses to participate in monthly Work reconciliations or other construction progress evaluation with

Owner, Contractor shall not receive current payment until Contractor has participated fully in providing construction progress information and schedule update information to Owner.

C. Owner's Review of Progress Payment Applications

1. Owner will review Contractor's Application for Payment following receipt and during the Progress Schedule and Billing Meeting. If adjustments need to be made to percent of completion of each activity, Owner will make appropriate notations and return to Contractor. Contractor shall revise and resubmit. All parties shall update percentage of completion values in the same manner, i.e., express value of an accumulated percentage of completion to date.
2. If Owner determines that portions of the Application for Payment are not proper or not due under the Contract Documents, then Owner may approve the other portions of the Application for Payment, and in the case of disputed items or Defective Work not remedied, may withhold up to 150 percent of the disputed amount from the progress payment.
3. Pursuant to Public Contract Code Section 20104.50, if Owner fails to make any progress payment within 30 Days after receipt of an undisputed and properly submitted Application for Payment from Contractor, Owner shall pay interest to the Contractor equivalent to the legal rates set forth in Code of Civil Procedure Section 685.010 (a). The 30-Day period shall be reduced by the number of Days by which Owner exceeds the seven-Day return requirement set forth herein.
4. As soon as practicable after approval of each Application for Payment for progress payments, Owner will pay to Contractor in manner provided by law, an amount equal to 95 percent of the amounts otherwise due as provided in Contract Documents, or a lesser amount if so provided in Contract Documents and by law, provided that payments may at any time be withheld if, in judgment of Owner, Work is not proceeding in accordance with Contract, or Contractor is not complying with requirements of Contract, or to comply with stop notices or to offset liquidated damages accruing or expected. In Owner's sole discretion, if Contractor has failed to comply with either its Progress Schedule update or project record documents requirements, Owner may retain an additional five percent (5%) of any earned amounts until such requirements are satisfied.
5. Before any progress payment or final payment is due or made, Contractor shall submit satisfactory evidence that Contractor is not delinquent in payments to employees, Subcontractors, suppliers, or creditors for labor and materials incorporated into

Measurement of Payment

Work. This specifically includes, without limitation, conditional lien release forms for the current progress payment and unconditional release forms for past progress payments. This also includes copies of certified payroll from Contractor and subcontractors for the current payment period.

D. Payment for Material and Equipment Not Yet Incorporated Into the Work

1. No payment shall be made for materials or equipment not yet incorporated into the Work, except as specified elsewhere in the Contract Documents or as may be agreed to by Owner in its sole discretion. Where Contractor requests payment on the basis of materials and equipment not incorporated in the Work, Contractor must satisfy the following conditions:
 - a. The materials and/or equipment shall be delivered and suitably stored at the Site or at another local location agreed to in writing, for example, a mutually acceptable bonded and insured warehouse.
 - b. Full title to the materials and/or equipment shall vest in Owner at the time of delivery to the Site, warehouse or other storage location. Obtain a negotiable warehouse receipt, endorsed over to Owner for materials and/or equipment stored in an off-site warehouse. No payment will be made until such endorsed receipts are delivered to Owner.
 - c. Stockpiled materials and/or equipment shall be available for Owner inspection, but Owner shall have no obligation to inspect them and its inspection or failure to inspect shall not relieve Contractor of any obligations under the Contract Documents. Materials and/or equipment shall be segregated and labeled or tagged to identify these specific Contract Documents.
 - d. After delivery of materials and/or equipment, if any inherent or acquired defects are discovered, defective materials and/or equipment shall be removed and replaced with suitable materials and/or equipment at Contractor's expense.
 - e. At Contractor's expense, insure the materials and/or equipment against theft, fire, flood, vandalism, and malicious mischief, as well as any other coverages required under the Contract Documents.
 - f. Contractor's Application for Payment shall be accompanied by a bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all liens and evidence that the materials and

equipment are covered by appropriate property insurance and other arrangements to protect Owner interest therein, all of which must be satisfactory to Owner. This documentation shall include, without limitation, conditional releases of mechanics' liens and stop notices from all those providing materials and equipment as to which the Application for Payment relates, as well as unconditional releases of the same from the same as to the previous Application for Payment for which they have not already been provided. Amounts previously paid for materials and equipment prior to incorporation into the Work shall be deducted from amounts otherwise due Contractor as they are incorporated.

1.05 Final Payment**A. Final Payment**

1. As soon as practicable after all required Work is completed in accordance with Contract Documents, including punch list, testing, record documents and Contractor maintenance after Final Acceptance, Contractor shall submit its Application for Final Payment.
2. Provided Contractor has met all conditions required for Final payment, Owner will pay to Contractor, in manner provided by law, unpaid balance of Contract Sum of Work (including, without limitation, retentions), or whole Contract Sum of Work if no progress payment has been made, determined in accordance with terms of Contract Documents, less sums as may be lawfully retained under any provisions of Contract Documents or by law.

B. Final Accounting

1. Prior progress payments and change orders shall be subject to audit and correction in the final payment.
2. Contractor and each assignee under an assignment in effect at time of final payment shall execute and deliver at time of final payment, and as a condition precedent to final payment, Document 00 65 30 (Agreement and Release of Claims).

1.06 Substitution of Securities

- A. Public Contract Code Section 22300. In accordance with the provisions of Public Contract Code Section 22300, substitution of securities for any money withheld under Contract Documents to ensure performance is permitted as provided under Document 00 62 90.

1.07 Basis And Effect Of Payment

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- A. Payment will be made by Owner, based on Owner observations at the Site and the data comprising the Application for Payment. Payment will not be a representation that Owner has:
1. Made exhaustive or continuous on-Site inspections to check the quality or quantity of Work;
 2. Reviewed construction means, methods, techniques, sequences, or procedures;
 3. Reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by Owner to substantiate Contractor's right to payment; or
 4. Made examination to ascertain how or for what purpose Contractor has used money previously paid on account of the Contract Sum.
- B. Owner does not expressly, or by implication, agree, warrant, or represent in any manner, that actual amount of Work will correspond with amount shown or estimated and reserves right to increase or decrease amount of any class or portion of Work, to leave out entire Work Item or Items, or to add work not originally included in Bid or Contract Documents, when in its judgment such change is in best interest of Owner. No change in Work shall be considered a waiver of any other condition of Contract Documents. No claim shall be made for anticipated profit, for loss of profit, for damages, or for extra payment whatever, except as otherwise expressly provided for in Contract Documents, because of any differences between the amount of Work actually done and estimated amount as set forth herein, or for elimination of Work Items.

PART 2 PRODUCTS – NOT USED**PART 3 EXECUTION – NOT USED******END OF SECTION****

PART 1 GENERAL**1.01 Summary**

- A. Section includes requirements that supplement the paragraphs of Document 00 72 00 (General Conditions).
- B. Description of procedures for modifying the Contract Documents and determining costs for changes in Contract Sum or Contract Time.

1.02 Procedures For Contractor Initiated Change Order**A. Contractor-Initiated Change Proposal Request (CPR) and Procedures**

- 1. The Contractor may initiate changes by submitting a Change Proposal Request (**CPR**).
- 2. Whenever Contractor elects or is entitled to submit a CPR, Contractor shall prepare and submit to Owner for consideration a CPR using the Cost Proposal Form attached to this Section 01 26 00 or otherwise included in this Project Manual. All CPR's must contain a complete breakdown of costs of credits, deducts and extras; itemizing labor, materials, equipment, markup, bonds, insurance and taxes; and any requested changes to Contract Time. All Subcontractor Work shall be so indicated. Individual entries on the CPR form shall include the applicable Schedule of Values code, with all amounts determined as provided herein. After receipt of a CPR with a detailed breakdown, Owner will act promptly thereon.
- 3. If Owner accepts a CPR, Owner will prepare a Change Order for Owner and Contractor signatures.
- 4. If CPR is not acceptable to the Owner because it does not agree with Contractor's proposed cost and/or time, Owner will provide comments thereto. Contractor will then, within seven Days (except as otherwise provided herein), submit a revised CPR.
- 5. When necessity to proceed with a change does not allow Owner sufficient time to conduct a proper check of a CPR (or revised CPR), Owner may issue a Change Directive (**CD**) as provided below.

B. Contractor-Initiated Request for Information (RFI) Procedures, Requirements and Limitations

- 1. Contractor may submit RFI's for clarifications in Owner-prepared Contract Documents, which may result in the Contractor submitting a CPR.
- 2. Whenever Contractor requires information regarding the Project or Owner-prepared Contract Documents, or receives a request for

such information from a Subcontractor, Contractor may prepare and deliver an RFI to Owner. Contractor shall use RFI format provided on approval by Owner. Contractor shall not issue an RFI to Owner solely to clarify Contractor-prepared Construction Documents. Contractor must submit time critical RFIs at least 30 Days before scheduled start date of the affected Work activity. The Contractor shall reference each RFI to an activity of the Progress Schedule and shall note time criticality of the RFI, indicating time within which a response is required. Contractor's failure to reference RFI to an activity on the Progress Schedule and note time criticality on the RFI shall constitute Contractor's waiver of any claim for time delay or interruption to the Work resulting from any delay in responding to the RFI.

3. Contractor shall be responsible for its costs to implement and administer RFIs throughout the Contract duration. Regardless of the number of RFIs submitted, Contractor shall not be entitled to additional compensation for the effort required to submit the RFIs. Contractor shall be responsible for Owner's administrative costs for answering RFIs where the answer could reasonably be found by reviewing the Contract Documents, as determined by Owner; at Owner discretion, such costs may be deducted from progress payments or final payment.
4. Owner will respond within ten Days from receipt of RFI with a written response to Contractor. The Contractor shall distribute responses to all appropriate Subcontractors.
5. If Contractor is satisfied with the response and does not request a change in Contract Sum or Contract Time, then the response shall be executed without a change.
6. If Contractor believes the response is incomplete, Contractor shall issue another RFI (with the same RFI number with the letter "A" indicating it is a follow-up RFI) to Owner clarifying original RFI. Additionally, Owner may return RFI requesting additional information should original RFI be inadequate in describing condition.

C. Time Requirements

1. If Contractor believes that an Owner response to an RFI, submittal or other Owner direction, results in change in Contract Sum or Contract Time, Contractor shall notify Owner with the issuance of a preliminary CPR within ten Days after receiving Owner's response or direction, and in no event after starting the disputed work or later than the time allowed under Article 12 of Document 00 72 00 (General Conditions). If Contractor also requests a time

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- extension or has issued a notice of delay or otherwise requests a time extension with a CPR, then Contractor shall submit the TIE required in these Contract Documents, including Section 01 32 00 (Progress Schedules and Reports), concurrently with the CPR and in no event later than ten Days after providing the notice of delay.
2. If Contractor requires more time to accurately identify the required changes to the Contract Sum or Contract Time, Contractor may submit an updated and final CPR and TIE within 14 Days of submitting the preliminary CPR.
 3. If the Owner agrees with Contractor's CPR and/or TIE, then Owner will prepare a Change Order for Owner and Contractor signatures. If the Owner disagrees with Contractor, then Contractor may give notice of potential claim as provided in Article 12 of Document 00 72 00 (General Conditions) and proceed thereunder.
 4. The Contractor must submit all CPR's (preliminary and final), notices of potential claim, Claims, and TIEs within the required time periods. Any failure to do so waives Contractor's right to submit a CPR or file a Claim.

D. Cost Estimate Information

1. Contractor and subcontractors shall, upon Owner's request, permit inspection of the original unaltered cost estimates, subcontract agreements, purchase orders relating to the change, and documents substantiating all costs associated with its CPR or Claims arising from changes in the Work.

1.03 Procedures for Owner-Initiated Change Orders

A. Owner Initiated Change Directives (CD)

1. Owner may, by Change Directive (**CD**) or initially by Instruction Bulletin or by following the procedures for disputed work herein, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with or without adjustment to Contract Sum or Contract Time.
2. If at any time Owner believes in good faith that a timely Change Order will not be agreed upon using the foregoing procedures, or at any other time, Owner may issue a CD with its recommended cost and/or time adjustment (if any). Upon receipt of CD, Contractor shall promptly proceed with the change of Work involved and respond to Owner within ten Days.
3. Contractor's response must be any one of the following:
 - (a) Return CD signed, thereby accepting Owner response, including adjustment to time and cost (if any).

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- (b) Submit a (revised if applicable) Cost Proposal with supporting documentation (if applicable, reference original Cost Proposal number followed by letter A, B, etc. for each revision), if Owner so requests.
 - (c) Give notice of intent to submit a claim as described in Article 12 of Document 00 72 00 (General Conditions) and submit its claim as provided therein.
4. If CPR or the CD provides for an adjustment to any Contract Sum, the adjustment shall be based on one of the following methods:
- (a) Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
 - (b) Contractor to proceed on a cost reimbursable (force account) basis while negotiating towards a firm price.
 - (c) Cost to be determined in a manner agreed.
5. A Change Directive signed by the Contractor indicates the agreement of Contractor therewith, including adjustment in Contract Sum or the method for determining them. Such an agreement shall be effective immediately and shall be finalized as a Change Order. Where Owner authorizes CD work on a time and materials basis up to a maximum amount, then Contractor shall promptly advise Owner upon reaching 75% of such maximum amount, otherwise Contractor shall accept fully the risk of completing the CD work without exceeding such maximum amount.
6. If Contractor does not respond promptly or disagrees with the method for adjustment (or non-adjustment) in the Contract Sum, the method and the adjustment shall be determined by Owner on the basis of the Contract Documents and the reasonable expenditures and savings of those performing the Work attributable to the change. If the parties still do not agree on the proper adjustment due to a Change Directive, Contractor may file a Claim per Article 12 of Document 00 72 00 (General Conditions) and/or Owner may direct the changed work through a unilateral change order. Contractor shall keep and present an itemized accounting in a manner consistent with the SOV, together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this paragraph shall be limited to those provided herein.
7. Pending final determination of cost to Owner, Contractor may include amounts not in dispute in its Applications for Payment. The amount of credit to be allowed by Contractor to Owner for a deletion or change which results in a net decrease in the Contract

Sum shall be actual net cost as confirmed by Owner. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for Markup shall be figured on the basis of net increase, if any, with respect to that change.

- B. Owner Initiated Change Order (CO) Or Request For Proposal (RFP)
1. Owner may initiate changes in the Work or Contract Time by issuing a Request for Proposal (**RFP**) or Change Order (**CO**) to Contractor.
 2. Owner may issue an RFP to Contractor. Any RFP will detail all proposed changes in the Work and request a quotation of changes in Contract Sum and Contract Time from Contractor.
 3. In response to an RFP, Contractor shall furnish a Change Proposal Request (**CPR**) within 21 Business Days of Owner's RFP. Upon approval of CPR, Owner may issue a Change Directive directing Contractor to proceed with extra Work.
 4. If the parties agree on price and time for the work, the Owner will issue a Contract Change Order. If the parties do not agree on the price or time for a CPR, Owner may either issue a CD or decide the issue per Article 12 of Document 00 72 00 (General Conditions). Contractor shall perform the changed Work notwithstanding any claims or disagreements of any nature.

1.04 Procedures that Apply to Contractor- and Owner-Initiated Change Orders

- A. Adjustment of Schedules to Reflect Change Orders or CDs
1. Contractor shall revise Schedule of Values and Application for Payment forms to record each authorized Change Order or CD as a separate line item and adjust the Contract Sum as shown thereon prior to the next monthly pay period.
 2. Contractor shall revise the Progress Schedules prior to the next monthly pay period, to reflect CO or CD.
 3. Contractor shall enter changes in Project Record Documents prior to the next monthly pay period.
- B. Required Documentation for Adjustments to Contract Amounts
1. For all changes and cost adjustments requested, Contractor shall provide documentation of change in Contract Amounts asserted, with sufficient data to allow evaluation of the proposal.
 2. In all requests for compensation, cost proposals, estimates, claims and any other calculation of costs made under the Contract Documents, Contractor shall breakout and quantify costs of labor,

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- equipment and materials identified herein, for Contractor and subcontractors of any tier.
3. Contractor shall, on request, provide additional data to support computations for:
 - (a) Quantities of products, materials, labor and equipment.
 - (b) Taxes, insurance, and bonds.
 - (c) Justification for any change in Contract Time and new Progress Schedule showing revision due, if any.
 - (d) Credit for deletions from Contract, similarly documented.
 4. Contractor shall support each claim or computation for additional cost, with additional information including:
 - (a) Origin and date of claim or request for additional compensation.
 - (b) Dates and times Work was performed and by whom.
 - (c) Time records and wage rates paid.
 - (d) Invoices and receipts for products, materials, equipment and subcontracts, similarly documented.
 - (e) Credit for deletions from Contract, similarly documented.

C. Responses and Disputes

1. For all responses for which the Contract Documents do not provide a specific time period, recipients shall respond within a reasonable time.
2. For all disputes arising from the procedures herein, Contractor shall follow Article 12 of Document 00 72 00 (General Conditions).

1.05 Cost Determination for Changes in Contract Amounts

A. Calculation of Total Cost of Extra Work

1. Total cost of changed Work, extra Work or of Work omitted shall be the sum of three components defined immediately below as:
Component 1 (Direct Cost of Construction or Direct Costs);
Component 2 (Markup); and, Component 3 (Bonds, Insurance, Taxes).
2. **Component 1:** Direct Costs of labor, equipment and materials, is calculated based upon actually incurred (or omitted) labor costs, equipment rental costs, and material costs, as defined herein;
3. **Component 2:** Markup on such actually incurred Direct Costs, is applied in the percentages identified below; and
4. **Component 3:** Actual additional costs for any additionally required bonds, insurance, and/or taxes by Contractor, Subcontractors, or other forces, defined herein, is calculated without markup.

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5. All amounts payable to Subcontractors under Components 1, 2, and 3: must be earned under the terms of the applicable Subcontracts; must be properly requested, documented and permitted under the terms of the applicable subcontract(s) and Contract Documents; and shall be payable only if changed Work complies with terms of Contract Documents.

1.06 Measurement Of Direct Cost Of Construction (Cost Component 1)**A. Composition of Component 1 (Direct Cost of Construction)**

1. Component 1 has three subcomponents, also referred to as labor, equipment, and materials (**LEM**):
 - (a) Labor (**Component 1A**)
 - (b) Equipment (**Component 1B**)
 - (c) Materials (**Component 1C**)

B. Measurement of Cost of Labor (Component 1A)

1. Cost of Labor shall be calculated as: Cost of labor for workers (including forepersons when authorized by Owner) used in actual and direct performance of the subject work, whether employer is Contractor, Subcontractor or other forces, in the sum of the following:
 - (a) Actual Wages: Actual wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes.
 - (b) Labor surcharge: Payments imposed by local, county, state, and federal laws and ordinances, and other payments made to, or on behalf of, workers, other than actual wages as defined, such as worker's compensation insurance. Such labor surcharge shall not exceed generally accepted standards in the State for labor rates in effect on date upon which extra Work is accomplished.
 - (c) Cost of labor shall include no other costs, fees or charges.
2. Labor cost for operators of equipment owned and operated by Contractor or any Subcontractor, shall be no more than rates of such labor established by collective bargaining agreements for type of worker and location of Work, whether or not owner-operator (i.e., Contractor or Subcontractor) is actually covered by such an agreement.
3. Cost of labor shall be recorded and documented in certified payroll records, maintained in the form customary and/or required in the State, and delivered to Owner weekly.

C. Measurement of Cost of Equipment (Component 1B)

1. Measurement of Component 1B (Cost of Equipment). Cost of Equipment shall be calculated as: Cost of equipment used in actual and direct performance of the subject work, whether by Contractor, Subcontractor or other forces. Cost of Equipment shall be calculated as herein described.
2. For rented equipment, cost will be based on actual rental invoices, appropriate for the use and duration of the work. Equipment used on extra Work shall be of proper size and type. If, however, equipment of unwarranted size or type and cost is used, cost of use of equipment shall be calculated at rental rate for equipment of proper size and type, as determined by Owner.
3. Equipment rental cost for Contractor or Subcontractor-owned equipment, shall be determined by reference to, and not in excess of, the generally accepted standards in the State for equipment rental rates in effect on date upon which extra Work is accomplished. If there is no applicable rate for an item of equipment, then payment shall be made for Contractor or Subcontractor-owned equipment at rental rate listed in the most recent edition of the Caltrans Standard Schedules and Specifications, and absent a rental rate therein, then the Association of Equipment Distributors (**AED**) book.
4. In all cases, rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.
5. Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Individual pieces of equipment or tools not listed in said publication and having a replacement value of \$100 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore as payment is included in payment for labor. Rental time will not be allowed while equipment is inoperative due to breakdowns.
6. For equipment on Site, rental time to be paid for equipment shall be time equipment is in operation on extra Work being performed or on standby as approved by Owner. The following shall be used in computing rental time of equipment:
 - (a) When hourly rates are listed, less than 30 minutes of operation shall be considered to be ½ hour of operation.
 - (b) When daily rates are listed, less than four hours of operation shall be considered to be ½ Day of operation.

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- (c) Rates shall correspond to actual rates paid by Contractor, i.e., if Contractor pays lower weekly or monthly rates, then same shall be charged to Owner.
7. For equipment that must be brought to Site to be used exclusively on extra Work, cost of transporting equipment to Site and its return to its original location shall be determined as follows:
- (a) Owner will pay for costs of loading and unloading equipment.
 - (b) Cost of transporting equipment in low bed trailers shall not exceed hourly rates charged by established haulers.
 - (c) Cost of transporting equipment shall not exceed applicable minimum established rates of California Public Utilities Commission or appropriate State Dept. of Transportation.
 - (d) Owner will not make any payment for transporting and loading and unloading equipment if equipment is used on Work in any other way than upon extra Work.
 - (e) Rental period may begin at time equipment is unloaded at Site of extra Work and terminate at end of the performance of the extra Work or Day on which Owner directs Contractor to discontinue use of equipment, whichever first occurs. Excluding Saturdays, Sundays, and Owner legal holidays, unless equipment is used to perform extra Work on such Days, rental time to be paid per Day shall be four hours for zero hours of operation, six hours for four hours of operation and eight hours for eight hours of operation, time being prorated between these parameters. Hours to be paid for equipment that is operated less than eight hours due to breakdowns, shall not exceed eight less number of hours equipment is inoperative due to breakdowns.
8. Employee vehicles are not part of Component 1A, rather, are included within Component 2 (Markup).
9. Cost of Equipment shall include no other costs, fees or charges.
- D. Measurement of Cost of Material (Component 1C)
- 1. Cost of Material shall be calculated as herein described. Cost of such materials will be cost to purchaser (Contractor, Subcontractor or other forces) from supplier thereof, except as the following are applicable:
 - 2. If cash or trade discount by actual supplier is offered or available to purchaser, it shall be credited to Owner notwithstanding fact that such discount may not have been taken.
 - 3. For materials salvaged upon completion of Work, salvage value of materials shall be deducted from cost, less discounts, of materials.

4. If cost of a material is, in opinion of Owner, excessive, then cost of material shall be deemed to be lowest current wholesale price at which material is available in quantities concerned delivered to Site, less any discounts as provided in this Paragraph.
5. Cost of Material shall include no other costs, fees or charges.

1.07 Measurement and Payment of Markup (Cost Component 2)**A. Markup Percentages for Changed Work (Component 2)**

1. Markup on Direct Cost of labor, materials and equipment for extra Work pursuant to the Contract Documents performed by Contractor shall be 15%.
2. When extra Work is performed by Subcontractors, regardless of the number of tiers, total Markup on Component 1 Direct Costs shall be 20%. Contractor and its Subcontractors shall divide the 20% as they may agree.
3. Under no circumstances shall the total Markup on any extra Work exceed 20%, stated as a percent of the Direct Cost of labor, equipment and materials. This limitation shall apply regardless of the actual number of subcontract tiers.
4. On proposals covering both increases and decreases in Contract Sum, Markup shall be allowed on the net increase only as determined above. When the net difference is a deletion, no percentage for Markup shall be allowed, but rather an appropriate percentage deduction shall be issued in the amount of the net difference.

B. Measurement and Payment of Markup (Component 2)

1. Markup (Component 2) provides complete compensation to Contractor and all Subcontractors for:
 - (a) All Contractor and Subcontractor profit;
 - (b) All Contractor and Subcontractor home-office overhead;
 - (c) All Contractor and Subcontractor assumption of risk assigned to Contractor under the Contract Documents;
 - (d) Subject to the qualifications below regarding self-performed work, all General Conditions and General Requirements of Contractor (and, if applicable, Subcontractors).
2. Profit. Compensation for profit included within Component 2 (Markup), includes without limitation: Fees of all types, nature and description; and Profit and margins of all types, nature and description.
3. Home Office Expenses. Compensation for home office expenses included within Component 2 (Markup), includes without limitation: Salaries and other compensation of any type of

Contractor's and Subcontractor's personnel (management, administrative and clerical), and all direct and indirect operating, travel, payroll, safety, storage, quality control, maintenance and overhead costs of any nature whatsoever, incurred by Contractor and Subcontractors at any location other than the Project specific site office, including without limitation, Contractor's principal or branch offices; insurance premiums other than those for Project specific insurance directed by the Owner in a change order; all hardware, software, supplies and support personnel necessary or convenient for Contractor's capture, documentation and maintenance of its costs and cost accounting data and cost accounting and control systems and work progress reporting.

4. Assumption of Risk. Compensation for Contractor's and Subcontractor's assumption of risk under the Contract Documents, included within Component 2 (Markup), includes, without limitation, loss, cost, damage, expense or liability resulting directly or indirectly from any of the following causes (**unallowable costs**), for Contractor and Subcontractors of any tier: noncompliance with the Contract Documents, fault or negligence, defective or non-conforming Work, by Contractor or any Subcontractor or Vendor of any tier or anyone directly or indirectly employed by any of them, or for whose acts or omissions any of them are responsible or liable at law or under the Contract Documents; cost overruns of any type; costs in excess of any lump sum, not to exceed amount or GMP; costs resulting from bid or "buy out" errors, unallocated scope, or incomplete transfer of scope or contract terms to Subcontractors; any costs incurred by Contractor relating to a Change in the Work without a Change Order or Change Directive in accordance with the Contract Documents; costs for work or materials for which no price is fixed in the Contract Documents, unless it is expressly specified that such work or material is to be paid for as extra work.
5. General Conditions and Division 1 General Requirements. Compensation for Contractor's (and, if applicable Subcontractors') General Conditions and General Requirements Costs included within Component 2 (Markup) includes compensation for: Contractor's direct costs, without overhead or profit, for salaries and related forms of compensation and employer's costs for labor and personnel costs, of Contractor's employees and subconsultant's employees (if any), while and only to the extent they are performing Work at the Project Site, and all "General Requirements Costs" below. Personnel and Work compensated by this Component include, without limitation: All required Project

management responsibilities; all on-site services; monthly reporting and scheduling; routine field inspection of Work; general superintendence; general administration and preparation of cost proposals, schedule analysis, change orders and other supporting documentation as necessary; salaries of project superintendent, project engineers, project managers, safety manager, other manager, timekeeper, and secretaries; all cost estimates and updates thereto; development, validation and updates to the project schedule; surveying; and estimating. General Requirements Costs included within Component 2 (Markup) include, without limitation: all scheduling hardware, software, licenses, equipment, materials and supplies; purchase, lease or rental, build out, procurement, supporting equipment and maintenance of temporary on-Site facilities, Project field and office trailers and other temporary facilities, office equipment and supporting utilities; platforms, fencing, cleanup and jobsite security; temporary roads, parking areas, temporary security or safety fencing and barricades, etc.; all Contractor's motor vehicles used by any Contractor's personnel, and all costs thereof; all health and safety requirements, required by law or Owner procedures; all surveying; all protection of Work; handling and disposal fees; final cleanup; repair or maintenance; other incidental Work; all items, activities and function similar to any of those described above; all travel, entertainment, lodging, board and the like.

6. Personnel compensated by the Markup Component do not include workers of foreman level or below in the case of self-performed work; rather, such personnel shall be treated as a Direct Cost of Construction. Costs compensated by Component 2 (Markup) do not include temporary measures specifically required by the changed work, not otherwise required or ongoing in the prosecution of the Work, that commence specifically to support the changed work and conclude with the completion of the changed work. Such costs shall be treated as Direct Costs of Construction. Examples of General Requirements costs that this component may not cover are the following: temporary barricades or fencing of specific areas required specifically for the changed work; cranes required specifically for the changed work; and extra security required specifically for the changed work.

1.08 Measurement and Payment of Bonds, Insurance, Taxes (Component 3)

- A. Measurement of Bonds, Insurance, Taxes (Component 3)

1. Component 3 (Bonds, Insurance, Taxes) consists of the cost of bonds, insurance and taxes, also referred to as **BIT**. All State sales and use taxes, applicable County and applicable City sales taxes, shall be included. Federal and Excise tax shall not be included.
2. There is no markup on BIT.

1.09 Effect Of Payment**A. Change Order Compensation is All Inclusive**

1. Except as provided expressly below regarding changes that extend the Contract Time, payment of calculated cost of extra work constitutes full and complete compensation for costs or expense arising from the extra Work, and is intended to be all inclusive.
2. Payment for Direct Cost of Construction (Component 1 or LEM) is intended to be all-inclusive. Any costs or risks not delineated within cost of labor, equipment or materials herein, shall be deemed to be within the costs and risks encompassed by the applicable Markups and unallowable in any separate amount.
3. Payment of Markup (Component 2) is intended to be all-inclusive. Contractor waives claims for any further or different payment of cost and risk items delineated herein, other than the allowable percentage markup on costs set forth in the Contract Documents; such separate, further or different cost or risk items shall be unallowable, waived and liquidated within the allowable percentage markup.
4. Contractor shall recover no other costs or markups on extra work of any type, nature or description.

B. Exception for Changes Extending Contract Time

1. Where a change in the Work extends the Contract Time, Contractor may request and recover additional, actual direct LEM costs, provided Contractor can demonstrate such additional costs are (i) actually incurred performing the Work, (ii) not compensated by Component 2 (Markup), and (iii) directly result from the extended Contract Time. Contractor shall make such request and provide such documentation following all required procedures, documentation and time requirements in the Contract Documents, and subject to all contract limitations of liability. Contractor may not seek or recover such costs using formulas (e.g., Eichleay).

C. Limits of Liability/Accord and Satisfaction

1. The foregoing limits of compensation apply in all cases of claims for changed Work, whether calculating Change Proposal Requests, Change Orders or CDs, or calculating claims and/or damages of all

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- types, and applies even in the event of fault, negligence, strict liability, or tort claims of all kinds, including strict liability or negligence. Contractor may recover no other costs arising out of or connected with the performance of extra Work, of any nature.
2. Under no circumstances may Contractor claim or recover special, incidental or consequential damages against Owner, its representatives or agents, whether arising from breach of contract, negligence, strict liability or other tort or legal theory, unless specifically and expressly authorized in the Contract Documents.
 3. No change in Work shall be considered a waiver of any other condition of Contract Documents. No claim shall be made for anticipated profit, for loss of profit, for damages, or for extra payment whatever, except as expressly provided for in Contract Documents.
 4. Accord and Satisfaction: Every Change Order and accepted CD shall constitute a full accord and satisfaction, and release, of all Contractor (and if applicable, Subcontractors) claims for additional time, money or other relief arising from or relating to the subject matter of the change including, without limitation, impacts of all types, cumulative impacts, inefficiency, overtime, delay and any other type of claim. Contractor may elect to reserve its rights to disputed claims arising from or relating to the changed Work at the time it signs a Change Order or approves a CD, but must do so expressly in a writing delivered concurrently with the executed Change Order or approved CD, and must also submit a Claim for the reserved disputed items pursuant to Article 12 of Document 00 72 00 (General Conditions) no later than 30 Days after Contractor's first written notice of its intent to reserve rights. Execution of any Change Order or CD shall constitute Contractor's representation of its agreement with this provision.

1.10 Miscellaneous Requirements

A. Owner-Furnished Materials

1. Owner reserves right to furnish materials as it deems advisable, and Contractor shall have no claims for costs and Markup on such materials.

B. Records and Certification

1. All charges shall be recorded daily and summarized in Change Proposal Request form attached hereto. The Contractor or authorized representative shall complete, and sign form each day. The Contractor shall also provide with the form: the names and classifications of workers and hours worked by each; an

-
- itemization of all materials used; and a list by size type and identification number of equipment and hours operated.
2. Owner shall have the right to audit all records in possession of Contractor relating to activities covered by Contractor's claims for modification of Contract, including CD Work. This right shall be specifically enforceable, and any failure of Contractor to voluntarily comply shall be deemed an irrevocable waiver and release of all claims then pending that were or could have been subject to Article 12 of Document 00 72 00 (General Conditions).

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

****END OF SECTION****

[COST PROPOSAL FORM FOLLOWS ON NEXT PAGE]

COST PROPOSAL FORM

[Insert Project Name]

CP Number: _____

Contract Number _____

Date: _____

In Response To _____

(RFP #, etc.)

To: OLIVEHURST PUBLIC UTILITY DISTRICT

Attention: [_____] _____, CA 9____

Phone: (____) ____-____

Fax: (____) ____-____

From: [Insert Contractor's Name/Address] _____

This Cost Proposal is in response to the above-referenced _____ **[insert RFP, etc. as applicable]**.

Brief description of change(s): _____

ITEM DESCRIPTION	PRIME CONTRACT OR	SUB 1	SUB 2	SUB 3	SUB 4	TOTAL
LABOR						
EQUIPMENT						
MATERIAL						
TOTAL DIRECT COST OF CONSTRUCTION (LEM)						
MARKUP FOR PRIME CONTRACTOR'S SELF-PERFORMED WORK (15%)						
MARKUP FOR SUBCONTRACTOR-PERFORMED WORK						

**01 26 10
Modification Procedures**

(20%)						
BONDS, INSURANCE AND TAXES						
GRAND TOTAL						

REQUESTED CHANGE IN CONTRACT TIME (DAYS)

(Time Impact Evaluation Enclosed)

By Contractor:

Signature:

Date:

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PART 1 GENERAL**1.01 Summary**

- A. The Section includes description of required project meetings for construction phase of the Work.

1.02 Preconstruction Conference

- A. Preconstruction Conference. Owner will call for and administer Preconstruction Conference at time and place to be announced (usually the week prior to start of Work at the Site).
- B. The Contractor shall attend Preconstruction Conference. Agenda may include, without limitation, the following items:
 - 1. Schedules
 - 2. Contractor's Initial Progress Schedule
 - 3. Contractor's Schedule of Values
 - 4. Contractor's Schedule of Submittals
 - 5. Personnel and vehicle permit procedures
 - 6. Use of premises
 - 7. Location of the Contractor's on-Site facilities
 - 8. Security
 - 9. Housekeeping
 - 10. Submittal and RFI procedures
 - 11. Inspection and testing procedures, on-Site and off-Site
 - 12. Utility shutdown procedures
 - 13. Control and reference point survey procedures
 - 14. Injury and Illness Prevention Program
 - 15. Jurisdictional agency requirements
- C. The Owner will distribute copies of minutes to attendees. Attendees shall have seven Days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of Preconstruction Conference.

1.03 Schedule Review Meeting

- A. Review of Initial Draft Schedules. Contractor shall meet with Owner prior to Commencement Date of Work under Contract Documents and conduct initial review of Contractor's draft Shop Drawing and Sample Submittal Schedule, draft Schedule of Values, and Initial Progress Schedule. Authorized representative in Contractor's organization, designated in writing, who will be responsible for working and coordinating with Owner relative to preparation and maintenance of Progress Schedule shall attend the initial schedule review meeting.
- B. Pre-Payment Review of Second Draft Schedules.

-
1. Unless otherwise provided in Contract Documents, at least 15 Days before submission of the first application for payment, a conference attended by Contractor, Owner, and others as appropriate, will be held to review acceptability of the required schedules, first reviewed at the Preconstruction Conference. Contractor shall have an additional seven Days to make corrections and adjustments and to complete and resubmit the schedules. Schedules shall be updated and completed as required by Sections 01 20 00 (Measurement and Payment), 01 32 00 (Progress Schedules) and 01 33 00 (Submittals).
 - C. Contractor shall have its manager, superintendent, scheduler, and key Subcontractor representatives, as required by Owner, in attendance. The meeting will take place over a continuous one Day period. Owner review will be limited to submittal conformance to Contract Documents' requirements including, but not limited to, coordination requirements. Owner review may also include:
 1. Clarifications of Contract Requirements.
 2. Directions to include activities and information missing from submittal.
 3. Requests of Contractor to clarify its schedule.
 4. Within five Days of the Schedule Review Meeting, Contractor shall respond in writing to all questions and comments expressed by Owner at the meeting.
 - D. The Owner will administer Schedule Review Meetings and shall distribute minutes of Schedule Review Meetings to attendees. Attendees shall have five Days to submit comments or additions to minutes. Minutes will constitute the final memorialization of results of Schedule Review Meetings.

1.04 Weekly Project Meetings

- A. Owner will schedule and administer weekly progress meetings throughout duration of Work. Progress meetings will be held weekly unless otherwise directed by Owner. Meetings shall be held at Owner's Offices unless otherwise specified in Contract Documents.
 1. Owner's Representative will prepare agenda and distribute it four Days in advance of meeting to Contractor.
 2. Participants with agenda items shall present them.
 3. The Owner shall record and distribute the meeting minutes. Minutes shall be distributed by the Owner to the Contractor within three business days after the meeting. The Contractor shall distribute the minutes to those affected by decisions made at meeting. Attendees shall have five business days to submit

-
- comments or additions to the minutes. Minutes shall constitute final memorialization of results of meeting.
4. Progress meetings shall be attended by Contractor's job superintendent, major Subcontractors and suppliers, Owner, Owner consultants and Architect (at Owner's option), and others as appropriate to agenda topics for each meeting.
 5. Agenda may contain the following items, as appropriate:
 - (a) Review, revise as necessary, and approve previous meeting minutes
 - (b) Review of Work progress since last meeting
 - (c) Status of Construction Work Schedule, delivery schedules, adjustments
 - (d) Submittal, RFI, and Change Order status
 - (e) Review of the Contractor's safety program activities and results, including report on all serious injury and/or damage accidents
 - (f) Other items affecting progress of Work

1.05 Progress Schedule and Billing Meetings

- A. A meeting will be held on approximately the 20th of each month to review the schedule, update submittal, and progress payment application.
- B. At this meeting, at a minimum, the following items will be reviewed:
 1. Percent complete of each activity;
 2. Time impact evaluations for Change Orders and Time Extension Request;
 3. Actual and anticipated activity sequence changes;
 4. Actual and anticipated duration changes; and
 5. Actual and anticipated Contractor delays.
- C. These meetings are considered a critical component of overall monthly schedule update submittal and Contractor shall have appropriate personnel attend. At a minimum, the Contractor's General Superintendent and Scheduler shall attend these meetings.

1.06 Special Meetings

- A. Any party may call special meetings by notifying all desired participants and Owner five Days in advance, giving reason for meeting. Special meetings may be held without advance notice in emergency situations.
- B. At any time during the progress of Work, Owner shall have authority to require Contractor to schedule a meeting with Owner and of any or all of the Subcontractors engaged in Work or in other work, to address matters of concern to the Owner.

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- C. Contractor shall schedule and conduct coordination meetings as necessary to discharge coordination responsibilities in Document 00 72 00 (General Conditions). Contractor shall give Owner five Days written notice of coordination meetings. Contractor shall maintain minutes of coordination meetings. Attendees shall have seven Days to submit comments or additions to minutes. Minutes will constitute the final memorialization of results of coordination meetings.
 - D. Contractor to submit minutes of meetings to all attendees within three Days of the meeting.

1.07 Safety Meetings

- A. Conduct monthly Contractor Safety Committee meetings.
- B. Conduct weekly toolbox safety talks.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

****END OF SECTION****

1.01 Summary

- A. This section describes general requirements for submittals for the Work:
1. Project Schedule
 2. Mill Certificates for the Well Casing and Accessory Pipes
 3. Gravel Envelope Sample
 4. Safety Plan
 5. Diagram of Gravel Envelope Placement System
 6. Drilling Fluids Control Program with MSDS Sheets
 7. Yuba County Welling Permit
 8. Well Completion Report
 9. Geophysical Surveys
 10. Time Log for Drill Operations with Drilling Fluid Measurements
 11. Construction and Testing Dailey Reports

1.02 Procedures

- A. All items listed in Paragraph 1.01 shall be submitted in electronic format to the project manager.
- B. Contractor's submission to Owner of a Submittal will constitute Contractor's representation that it has satisfied its obligations under the Contract Documents, and as set forth immediately above, with respect to Contractor's review and approval of that Submittal.
- C. Designation of work "by others", if shown in Submittals prepared by a subcontractor, subconsultant or supplier, shall mean that work will be responsibility of Contractor rather than the subcontractor, subconsultant or supplier who has prepared submittals.
- D. After review by Owner of each of Contractor's Submittals, the Owner will respond as follows:
1. NO EXCEPTIONS TAKEN - Accepted subject to its compatibility with future Submittals and additional partial Submittals for portions of the Work not covered in this Submittal. Does not constitute approval or deletion of specified or required items not shown on the Submittal.
 2. MAKE CORRECTIONS NOTED (NO RESUBMISSIONS REQUIRED) - Same as 1. above, except that minor corrections as noted shall be made by the Contractor.
 3. AMEND AND RESUBMIT - Rejected because of major inconsistencies or errors which shall be resolved or corrected by Contractor prior to subsequent review by Owner.
 4. REJECTED - RESUBMIT - Submitted material does not conform to Drawings and Specifications in major respect, i.e.: wrong size, model, capacity, or material.

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5. NOT REVIEWED - Submitted material has not been reviewed and is being returned to be acted upon by Contractor without review by Owner.
- E. It is considered reasonable that Contractor shall make a complete and acceptable Submittal at least by its second submission. Owner reserves the right to deduct monies from payments due Contractor to cover additional costs of Owner's review beyond the second submission. Illegible Submittals will be rejected and returned to Contractor for resubmission.
- F. Favorable review will not constitute acceptance by Owner of any responsibility for the accuracy, coordination and completeness of the Submittals. Accuracy, coordination, and completeness of Submittals shall be sole responsibility of Contractor, including responsibility to backcheck comments, corrections, and modifications from Owner's review before proceeding with the Work which is the subject of the Submittals. Submittals may be prepared by Contractor, Subcontractors or suppliers, but Contractor shall ascertain that Submittals meet all requirements of the Contract Documents, while conforming to structural space and access conditions at the point of installation. Owner's review will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, conform to the requirements of the Contract Documents. Favorable review of a Submittal, method of work, or information regarding materials and equipment Contractor proposes to furnish shall not relieve Contractor of responsibility for errors therein and shall not be regarded as an assumption of risk or liability by Owner, or any officer or employee thereof, and Contractor shall have no claim under Contract on account of failure or partial failure or inefficiency or insufficiency of any plan or method of work or material and equipment so reviewed. Favorable review shall be considered to mean merely that Owner has no objection to Contractor using, upon his own full responsibility, the plan or method of work proposed, or furnishing the materials and equipment proposed.
- G. The Owner's review will not extend to the means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Owner may decline to review Submittals in which event the Submittals will be returned to Contractor to be acted upon without review. There is no obligation running to Contractor by Owner, or anyone acting upon its behalf to act upon Contractor's Submittals, and action upon them does not give rise to liability of any type to Contractor.

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- H. Submit a complete initial Submittal for those items where required by individual Specification sections. The complete submittal shall contain sufficient data to demonstrate that items comply with the Contract Documents, shall meet minimum requirements for submissions cited in the technical specifications, shall include motor data and seismic anchorage certifications, where required, and shall include other necessary revisions required for equipment. If Contractor submits an incomplete initial Submittal, when complete the Submittal is required, submittal may be returned to Contractor without review.
- I. It shall be the Contractor's responsibility to copy, conform, and distribute reviewed Submittals in sufficient numbers for Contractor's files, Subcontractors and vendors.
- J. After Owner's review of a Submittal, revise and resubmit as required. Identify changes made since previous Submittal.
1. Begin no fabrication or work which requires Submittals until return of Submittals not requiring resubmittal.
 2. Normally, Submittals will be processed and returned to Contractor within 15 working days of receipt.
- K. Distribute copies of reviewed Submittals to concerned persons. Instruct recipients to promptly report any inability to comply with Submittals.

1.03 Not Used**1.04 Safety Plan**

- A. Submit two copies of a Safety Plan specific to this Contract to the Owner within 15 Days after commencement of Contract Time.
- B. One copy of the accepted Safety Plan will be returned to the Contractor.
- C. No on-site work shall be started until the Safety Plan has been reviewed and accepted by the Owner. Acceptance of the Safety Plan shall not affect Contractor's responsibility for maintaining a safe working place and instituting safety programs in connection with project. Neither Owner nor Contractor assumes any responsibility for Contractor's safety related obligations. The Contractor shall have sole responsibility for safety on and off the Site.

1.05 Progress Schedule

- A. See Section 01 32 00 (Progress Schedules and Reports), for schedule and report requirements.
- B. Submit one electronic copy of the project schedule:

1.06 Product Data

- A. Provide copies for Project Record Documents described in Section 01 77 00 Contract Closeout.

1.07 Not Used

1.08 Not Used

1.09 Not Used

1.10 Not Used

1.11 Not Used

1.12 Not Used

1.13 Project Record Documents

- A. Submit a digital copy of the State of California Well Completion Report.

1.14 Delay Of Submittals

- A. Delay of Submittals by Contractor is considered Contractor-caused delay. Liquidated damages incurred because of late Submittals will be assessed to Contractor.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

****END OF SECTION****

PART 1 GENERAL**1.01 Summary**

- A. Section includes:
 - 1. Regulatory requirements applicable to Contract Documents.
 - 2. Required provisions regarding resolution of construction claims
 - 3. Required references under federal law

1.02 Compliance with Laws

- A. Conform to all applicable codes, laws, ordinances, rules and regulations, which shall have full force and effect as though printed in full in these Specifications. Codes, laws, ordinances, rules, regulations and ordinances (Regulatory Requirements) are not furnished to Contractor, because Contractor is assumed to be familiar with these requirements.
- B. Any listing of Regulatory Requirements for hazardous waste abatement Work in the Contract Documents is supplied to Contractor as a courtesy and shall not limit Contractor's responsibility for complying with all applicable Regulatory Requirements having application to the Work. Where conflict among the Regulatory Requirements or with these Specifications occurs, the most stringent requirements shall be used.
- C. Specific reference in the Specifications to codes and regulations or requirements of regulatory agencies shall mean the latest printed edition of each adopted by the regulatory agency in effect at the time of the opening of Bids, except as may be otherwise specifically stated in the Contract Documents.

1.03 Precedence

- A. Where specified requirements differ from Regulatory Requirements, the more stringent requirements shall take precedence. Where Drawings or Specifications require or describe products or execution of better quality, higher standard or greater size than required by Regulatory Requirements, then Drawings and Specifications shall take precedence so long as such increase is legal. Where no requirements are identified on Drawings or in Specifications, comply with all Regulatory Requirements of governing authorities having jurisdiction.
- B. Should any conditions develop not covered by the Contract Documents wherein the finished Work will not comply with current codes, a Change Order detailing and specifying the required Work

shall be submitted to and approved by Owner before proceeding with the Work.

1.04 Regulatory Requirements

A. Applicable Codes

1. Codes that apply to Contract Documents include all Codes applicable to construction, including, WITHOUT LIMITATION, the following:
 - a. California Building Code (2019 Edition or latest applicable code) as amended by applicable local ordinances for all construction work.
 - b. California Electrical Code (2019 Edition or latest applicable code) as amended by applicable local ordinances for all construction work.
 - c. California Plumbing Code (2019 Edition or latest applicable code) as amended by applicable local ordinances for plumbing, sewage disposal and health requirements.
 - d. California Mechanical Code (2019 Edition or latest applicable code) as amended by applicable local ordinances for all construction work.
 - e. California Fire Code (2019 Edition or latest applicable code) as amended by applicable local ordinances for all construction work.
 - f. California Administrative Code Titles 15, 19 and 24 (with California amendments), and Americans with Disabilities Act (ADA) accessibility guidelines, whichever is more stringent.
 - g. All State laws and City, City and County Ordinances, rules of the State or City, City or County Health Departments, rules of the National Board of Fire Underwriters and National Fire Protection Associations, and local power company regulations for mechanical and electrical work.

B. Applicable Laws, Statutes, Ordinances, Rules, And Regulations

1. During prosecution of Work to be done under Contract Documents, Contractor shall comply with applicable laws, ordinances, rules and regulations including, without limitation, the following:
 - a. Federal:
 - i. Americans With Disabilities Act of 1990

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- ii. 29 CFR, Section 1910.1001, Asbestos
 - iii. 40 CFR, Subpart M, National Emission Standards for Asbestos
 - iv. Executive Order 11246
 - v. Federal Endangered Species Act
 - vi. Clean Water Act
- b. State of California:
- i. Code of Regulations, Titles 5, 8, 17, 19, 21, 22, 24 and 25
 - ii. Public Contract Code
 - iii. Health and Safety Code
 - iv. Government Code
 - v. Labor Code
 - vi. Civil Code
 - vii. Code of Civil Procedure
 - viii. CPUC General Order 95, Rules for Overhead Electric Line Construction
 - ix. CPUC General Order 128, Rules for Construction of Underground Electric Supply and Communications Systems
 - x. Cal/OSHA
 - xi. OSHA: Hazard Communications Standards
 - xii. California Endangered Species Act
 - xiii. Water Code
 - xiv. Fish and Game Code
- c. State of California Agencies:
- i. State and Consumer Services Agency
 - ii. Office of the State Fire Marshall
 - iii. Office of Statewide Health Planning and Development (if applicable)
 - iv. Department of Fish and Game
 - v. All Air Quality Management Districts with jurisdiction
 - vi. All Regional Water Quality Control Boards with jurisdiction
 - vii. Division of the State Architect [IF APPLICABLE]
- d. All Local Agencies with jurisdiction (cities, counties, fire departments)
- C. Change Orders and Claims
- 1. The Public Contract Code including, without limitation, Section 7105(d)(2), and the California Government Code Section 930.2,

et seq., apply to all contract procedures for changes, time extensions, change orders (time or compensation) and claims. Federal law (U.S. v. Holpuch 326 U.S. 234) shall supplement California law on the enforceability of these requirements.

2. Any change, waiver, or omission to implement contract change order and claim procedures shall have no legal effect unless expressly permitted in a fully executed change order approved by Contractor and Owner and approved as to form by their respective legal counsel.

D. Required Provisions On Contract Claim Resolution

1. Public Contract Code Section 9204 specifies provisions on resolving contract claims of any size, and Public Contract Code Section 201014, et seq., specifies required provisions on resolving contract claims less than \$375,000. Those statutes constitute a part of this Contract. In the event any other Contract provision violates such statutes, the applicable statute controls.
2. Public Contract Code Section 9204 provides:
 - a. For the purposes of this section, "Claim" means a separate demand by Contractor for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by Owner.
 - b. Procedure:
 - i. Upon receipt of a Claim the Owner shall conduct a reasonable review of the Claim and within 45 days, or if Owner's governing body must approve Owner's response to the Claim and the governing body has not met within the 45 days then within three (3) days of the governing body's meeting, shall provide Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Should Owner take no action on the Claim within 45 days of submission, it shall be deemed denied.
 - ii. If the Contractor disputes Owner's response to its Claim, including a failure to respond, it may submit via registered mail or certified mail, return receipt requested, a written demand for an informal conference

- to meet and confer for settlement of the issues in dispute. Owner shall schedule such a meet and confer conference within 30 days for settlement of the dispute. Within ten (10) days of the meet and confer conference Owner shall provide Contractor with a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. If the Contractor disputes Owner's statement it shall inform Owner and they shall mutually agree to a mediator within 10 business days of the written statement.
- iii. Owner shall pay the undisputed portions of the Claim within 60 days of the issuance of a written statement identifying an undisputed portion.
 - iv. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the claimant sharing the associated costs equally. The Owner and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside this section.
 - v. For claims under \$375,000, unless the parties agree otherwise in writing, mediation pursuant to these provisions shall excuse the mediation obligation under Public Contracting Code section 20104.4(a).
 - vi. The parties may mutually agree, in writing, to waive the mediation requirements of this subsection and proceed to the commencement of a civil action [or binding arbitration, as applicable].
 - vii. Failure by the Owner to respond to a Claim from a Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A Claim that is denied by reason of the public entity's failure to have responded to a Claim, or its failure to otherwise meet the time

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- requirements of this section, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.
- viii. 8) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.
- ix. 9) If a Subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the Contractor may present to the Owner a claim on behalf of a Subcontractor or lower tier subcontractor. A Subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the Subcontractor or by a lower tier subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the Claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the claim to the Owner and, if the original Contractor did not present the claim, provide the Subcontractor with a statement of the reasons for not having done so.
- x. 10) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.
- xi. 11) Pursuant to AB 456, this section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.
3. To the extent applicable, Public Contract Code Section 20104, et seq., provide:
- a. For the purposes of this section, "Claim" means a separate demand by Contractor of \$375,000 or less for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise

entitled to, or (3) an amount the payment of which is disputed by Owner. Separate Contractor Claims that together total more than \$375,000 do not qualify as a “separate demand of \$375,000 or less,” as referenced above, and are not subject to this section.

- b. Caution. This section does not apply to tort claims, and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 and Chapter 2 of Part 3 of Division 3.6 of Title 1 of the Government Code.
- c. Procedure:
 - i. The Claim must be in writing, submitted in compliance with all requirements of Document 00 7200 (General Conditions), Article 12 including, without limitation, the time prescribed by and including the documents necessary to substantiate the Claim, pursuant to Document 00 7200 (General Conditions), Paragraph 12.02. Nothing in this section is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth in Document 00 7200 (General Conditions), Article 12 or elsewhere in the Contract Documents.
 - ii. For Claims of fifty thousand dollars (\$50,000) or less, Owner shall respond in writing within forty-five (45) days of receipt of the Claim, or Owner may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section upon mutual agreement of Owner and Claimant. Owner’s written response to the Claim, as further documented, shall be submitted to Claimant within fifteen (15) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.
 - iii. For Claims over Fifty Thousand Dollars (\$50,000) and less than or equal to \$375,000: Owner shall respond in writing within sixty (60) days of receipt of the Claim, or Owner may request in writing within thirty (30) days of receipt of the Claim, any additional documentation

supporting the Claim or relating to any defenses or claims Owner may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section, upon mutual agreement of Owner and Claimant; Owner's written response to the Claim, as further documented, shall be submitted to Claimant within thirty (30) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.

iv. Meet and Confer: If Claimant disputes Owner's written response, or Owner fails to respond within the time prescribed above, Claimant shall notify Owner, in writing, either within fifteen (15) days of receipt of Owner's response or within fifteen (15) days of Owner's failure to timely respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand Owner will schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

d. Following the meet and confer conference, if the Claim or any portion remains in dispute, Claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Claimant submits its written claim as set forth herein, until the time that Claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

E. Compliance With Americans With Disabilities Act

1. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a Contractor, must be accessible to the disabled public. Contractor shall provide the services specified in the Contract Documents in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under the Contract

Documents and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns shall constitute a material breach of the Contract Documents.

F. Compliance With IRCA

1. Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Contract, are aware of and understand the Immigration Reform and Control Act (IRCA). Contractor is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Contractor to perform services under this Contract are in compliance with the IRCA. In addition, Contractor agrees to indemnify, defend and hold harmless Owner, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Contractor's employees, or employees of any subcontractor hired by Contractor, are not authorized to work in the United States for Contractor or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Contractor or Contractor's subcontractors.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

****END OF SECTION****

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PART 1 GENERAL**1.01 Summary**

- A. Section Includes:
1. Reference standards, abbreviations, symbols, and definitions used in Contract Documents.
 2. Full titles are given in this Section for standards cited in other Sections of Specifications.

1.02 Reference to Standards and Specifications of Technical Societies; Reporting and Resolving Discrepancies

- A. References
1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code, or laws or regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated in the Contract Documents.
 2. If during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such law or regulation applicable to the performance of the Work or of any such standard, specification, manual, or code or of any instruction of any supplier, Contractor shall report it in writing at once to Owner's Representative and Architect/Engineer, and Contractor shall not proceed with the Work affected thereby until consent to do so is given by Owner.
- B. Precedence
1. Except as otherwise specifically stated in the Contract Documents or as may be provided by Change Order, CCD, or Supplemental Instruction, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - (a) The provisions of any such standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
 - (b) The provisions of any such laws or regulations applicable to the performance of the Work (unless such an interpretation

References and Definitions

- of the provisions of the Contract Documents would result in violation of such law or regulation).
2. No provision of any such standard, specification, manual, code, or instruction shall be effective to change the duties and responsibilities of Owner, Owner's Representative, Architect/Engineer or Contractor, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents, nor shall it be effective to assign to Owner, Architect/Engineer, or any of their consultants, agents, representatives or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.
- C. Referenced Grades, Classes, and Types:
1. Where an alternative or optional grade, class, or type of product or execution is included in a reference but is not identified in Drawings or in Specifications, provide the highest, best, and greatest of the alternatives or options for the intended use and prevailing conditions.
- D. Edition Date of References:
1. When an edition or effective date of a reference is not given, it shall be understood to be the current edition or latest revision published as of the date of opening Bids.
 2. All amendments, changes, errata and supplements as of the effective date shall be included.
- E. ASTM and ANSI References: Specifications and Standards of the American Society for Testing and Materials (ASTM) and the American National Standards Institute (ANSI) are identified in the Drawings and Specifications by abbreviation and number only and may not be further identified by title, date, revision, or amendment. It is presumed that Contractor is familiar with and has access to these nationally- and industry-recognized specifications and standards.

1.03 Definitions**A. Meaning of Words and Phrases**

Wherever any of the words or phrases defined below, or a pronoun used in place thereof, is used in any part of the Contract Documents, it shall have the meaning here set forth. Where abbreviations and symbols are used, such abbreviations and symbols shall be given their common meaning in the construction industry. In the Contract Documents, the

References and Definitions

neuter gender includes the feminine and masculine, and the singular number includes the plural.

While Owner has made an effort to identify all defined terms with initial caps, the following definitions shall apply regardless of case unless the context otherwise requires:

1. Addenda: Written or graphic instruments issued prior to the opening of Bids, which clarify, correct, or change the bidding requirements or the Contract Documents. Addenda shall not include the minutes of the Pre-Bid Conference and/or Site Visit.
2. Agreement (Document 00 52 00): Agreement is the basic Contract Document that binds the parties to construction Work. The Agreement defines relationships and obligations between Owner and Contractor and by reference incorporates Conditions of Contract, Drawings, and Specifications and contains Addenda and all Modifications subsequent to execution of Contract Documents.
3. Alternate: Work added to or deducted from the base Bid, if accepted by Owner.
4. Application for Payment: Written application for monthly or periodic progress or final payment made by Contractor complying with the Contract Documents.
5. Approved Equal: Approved in writing by Owner as being of equivalent quality, utility and appearance.
6. Architect/Engineer: If used elsewhere in the Contract Documents, "Architect/Engineer" shall mean a person (or that person's firm) holding a valid California State Architect's or Engineer's license representing the Owner in the administration of the Contract Documents. Architect/Engineer may be an employee of or an independent consultant to Owner. When Architect/Engineer is referred to within the Contract Documents and not an employee of Owner, Architect/Engineer shall be construed to include employees of Architect/Engineer and/or employees that Architect/Engineer supervises. When the designated Architect/Engineer is an employee of Owner, his or her authorized representatives on the Project will be included under the term Architect/Engineer. If Architect/Engineer is an employee of Owner, Architect/Engineer is the beneficiary of all Contractor obligations to Owner, including without limitation, all releases and indemnities. Architect/Engineer may also be referred to as Architect or Engineer.

References and Definitions

7. Asbestos: Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by OSHA or Cal/OSHA.
8. Bid: The offer or proposal of the Bidder submitted on the prescribed form(s) setting forth the prices (including, if applicable, maximum prices) for the Work to be performed.
9. Bidder: One who submits a Bid or Proposal.
10. Bidding Documents: All documents comprising the Project Manual (including all documents and Specification Sections listed in Document 00 01 10 [Table of Contents]), including documents supplied for bidding purposes only and Contract Documents.
11. Board: The governing body of the Owner.
12. Business Day: Any Day other than Saturday, Sunday, and the following days that have been designated as holidays by Owner. If a holiday falls on a Saturday, the preceding Friday will be the holiday. If a holiday falls on a Sunday, the following Monday will be the holiday.
 - (a) New Year's Day, January 1;
 - (b) Martin Luther King Jr.'s Birthday, third Monday in January;
 - (c) Presidents' Day, third Monday in February;
 - (d) Cesar Chavez Day, 31st day of March
 - (e) Memorial Day, last Monday in May;
 - (f) Juneteenth, June 19
 - (g) Independence Day, July 4;
 - (h) Labor Day, first Monday in September;
 - (i) Veterans' Day, November 11;
 - (j) Thanksgiving Day, as designated by the President;
 - (k) The Day following Thanksgiving Day;
 - (l) Christmas Eve, December 24
 - (m) Christmas Day, December 25; and
 - (n) Each day appointed by the Governor of California and formally recognized by the Governing Board as a day of mourning, thanksgiving, or special observance.
13. By Owner: Work that will be performed by Owner or its agents at the Owner's expense.
14. By Others: Work that is outside scope of Work to be performed by Contractor under this Contract, which will be performed by Owner, other contractors, or other means.
15. Change Order: A written instrument prepared by Owner and signed by Owner and Contractor, stating their agreement upon all of the following:

References and Definitions

- (a) a change in the Work;
 - (b) the amount of the adjustment in the Contract Sum, if any;
and
 - (c) the amount of the adjustment in the Contract Time, if any.
16. City: N/A
17. Code Inspector: A local or state agency responsible for the enforcement of applicable codes and regulations.
18. Commencement Date: The date on which Contract Time commences, as provided in the Agreement or General Conditions.
19. Concealed: Work not exposed to view in the finished Work, including within or behind various construction elements.
20. Construction Change Directive (CD): A written order prepared and signed by Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both.
21. Contract Amount: a change order price, line item price, Contract Sum, or other price assigned to a scope of work.
22. Contract Conditions or Conditions of the Contract: Consists of two parts: General Conditions and Supplemental Conditions.
- (a) General Conditions are general clauses that are common to the Owner Contracts, including Document 00 72 00 (General Conditions).
 - (b) Supplemental Conditions modify or supplement General Conditions to meet specific requirements for Contract Documents, including without limitation Documents 00 73 01, 00 73 16, 00 73 80 and other Series 00 73 00 Documents.
23. Contract Documents and Contract: Contract Documents and Contract shall consist of the documents identified as the Contract Documents in Document 00 52 00 (Agreement), plus all changes, Addenda, and modifications thereto.
24. Contract Modification: Either:
- (a) a written amendment to Contract signed by Contractor and Owner; or
 - (b) a Change Order; or
 - (c) a Construction Change Directive; or
 - (d) a written directive for a minor change in the Work issued by Owner.
25. Contract Sum: The sum stated in the Agreement and, including authorized adjustments, the total amount payable by Owner to Contractor for performance of the Work and the Contract Documents. The Contract Sum is also sometimes referred to as the Contract Price or the Contract Amount.
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References and Definitions

26. Contract Time: The number or numbers of Days or the dates stated in the Agreement to achieve Substantial Completion of the Work or designated Milestones; and/or to achieve Final Completion of the Work so that it is ready for final payment and is accepted.
27. Contractor: The person or entity identified as such in the Agreement and referred to throughout the Contract Documents as if singular in number and neutral in gender. The term “Contractor” means the Contractor or its authorized representative.
28. Contractor’s Employees: Persons engaged in execution of Work under Contract as direct employees of Contractor, as Subcontractors, or as employees of Subcontractors.
29. County: The County in which the Project is located.
30. Day: One calendar day of 24 hours measured from midnight to the next midnight, unless the word “day” is specifically modified to the contrary.
31. Defective: An adjective which, when modifying the word “Work,” refers to Work that is unsatisfactory or unsuited for the use intended, faulty, or deficient, that does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents (including, without limitation, approval of Samples and “or equal” items), or has been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by Owner). Unapproved substitutions are defective. Owner is the judge of whether Work is Defective.
32. District: is a reference to Olivehurst Public Utility District
33. Drawings: The graphic and pictorial portions of Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.
34. DSA: Division of State Architect, or successor agency.
35. Equal: Equal in opinion of Owner. Burden of proof of equality is responsibility of Contractor.
36. Final Acceptance or Final Completion: Owner’s acceptance of the Work as satisfactorily completed in accordance with Contract Documents. Requirements for Final Acceptance/Final Completion include, but are not limited to:
 - (a) Final cleaning is completed.
 - (b) All systems having been tested and accepted as having met requirements of Contract Documents.
 - (c) All required instructions and training sessions having been given by Contractor.

References and Definitions

- (d) All Project Record Documents having been submitted by Contractor, reviewed by Owner, and accepted by Owner.
 - (e) All punch list Work, as directed by Owner, having been completed by Contractor.
 - (f) Generally all Work, except Contractor maintenance after Final Acceptance/Final Completion, having been completed to satisfaction of Owner.
- 37. Force Account: Work directed to be performed without prior agreement as to lump sum or unit price cost thereof, and which is to be billed at cost for labor, materials, equipment, taxes, and other costs, plus a specified percentage for overhead and profit.
 - 38. Exposed: Work exposed to view in the finished Work, including behind louvers, grilles, registers and various other construction elements.
 - 39. Furnish: Supply only, do not install.
 - 40. GMP: Guaranteed Maximum Price.
 - 41. Indicated: Shown or noted on the Drawings.
 - 42. Install: Install or apply only, do not furnish.
 - 43. Latent: Not apparent by reasonable inspection including, without limitation, the inspections and research required as a condition to bidding under Document 00 72 00 (General Conditions).
 - 44. Law: Unless otherwise limited, all applicable laws including without limitation all federal, state, and local laws, statutes, standards, rules, regulations, ordinances, and judicial and administrative decisions.
 - 45. Material: This word shall be construed to embrace machinery, manufactured articles, materials of construction (fabricated or otherwise), and any other classes of material to be furnished in connection with Contract, except where a more limited meaning is indicated by context.
 - 46. Milestone: A principal event specified in Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all Work.
 - 47. Modification: Same as Contract Modification.
 - 48. Not in Contract or NIC: Work that is outside the scope of Work to be performed by Contractor under Contract Documents.
 - 49. Notice of Completion: Shall have the meaning provided in California Civil Code Section 9202, and any successor statute.
 - 50. NPDES Permit: National Pollutant Discharge Elimination System Permit Program controls water pollution by regulating point sources that discharge pollutants into waters of the United States.
 - 51. Off Site: Outside geographical location of the Project.
 - 52. OPUD: Olivehurst Public Utility District

References and Definitions

53. Owner: Olivehurst Public Utility District
54. Owner-Furnished, Contractor Installed: Items furnished by Owner at its cost for installation by Contractor at its cost under Contract Documents.
55. Owner's Representative(s): See Document 00 52 00 (Agreement).
56. Partial Utilization: Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all of the Work.
57. PCBs: Polychlorinated biphenyls.
58. Phase: A specified portion of the Work (if any) specifically identified as a Phase in Document 00 52 00 (Agreement) or Section 01 11 00 (Summary).
59. Product Data: That information (brochures, catalog sheets, manufacturer's cut sheets, etc.) supplied by vendors having technical and commercial characteristics of the supplied equipment or materials and accompanying commercial terms such as warranties, instructions, and manuals.
60. Progress Report: A periodic report submitted by Contractor to Owner with progress payment invoices accompanying progress schedule. See Document 00 72 00 (General Conditions).
61. Progress Schedule: See Section 01 32 00 Progress Schedules and Reports).
62. Project: Total construction of which Work performed under Contract Documents may be whole or part.
63. Project Inspector: The individual who has been duly approved by DSA and hired by the Owner to provide continuous inspection of all Project Work. **[applicable to DSA projects]**
64. Project Manual: Project Manual consists of Bidding Requirements, Agreement, Bonds, Certificates, Contract Conditions, Drawings, and Specifications.
65. Project Record Documents: All Project deliverables required under the Contract Documents, including without limitation, as built drawings; Installation, Operation, and Maintenance Manuals; and Machine Inventory Sheets.
66. Proposal: A Bid.
67. Provide: Furnish and install.
68. Request for Information (RFI): A document prepared by Contractor requesting information regarding the Project or Contract Documents. The RFI system is also a means for Owner to submit Contract Document clarifications or supplements to Contractor.
69. Request for Proposals (RFP): A document issued by Owner to Contractor whereby Owner may initiate changes in the Work or Contract Time as provided in Contract Documents.

References and Definitions

70. Request for Substitution (RFS): A document prepared by Contractor requesting substitution of materials as permitted and to the extent permitted in Contract Documents.
71. RFI-Reply: A document consisting of supplementary details, instructions, or information issued by Owner that clarifies or supplements Contract Documents, and with which Contractor shall comply. RFI-Replies do not constitute changes in Contract Sum or Contract Time except as otherwise agreed in writing by Owner. RFI-Replies will be issued through the RFI administrative system.
72. Samples: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
73. Shop Drawings: All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
74. Shown: As indicated on Drawings.
75. Site: The particular geographical location of Work performed pursuant to the Contract Documents.
76. Specifications: The written portion of the Contract Documents consisting of requirements for materials, equipment, construction systems, standards, and workmanship for the Work; performance of related services.
77. Specified: As written in Specifications.
78. Subcontractor: A person or entity that has a direct contract with Contractor to perform a portion of the Work at the Site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and neutral in gender and means a Subcontractor or an authorized representative of the Subcontractor. The term Subcontractor does not include a separate contractor or subcontractors of a separate contractor.
79. Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of Owner as evidenced by a notice or certificate of Substantial Completion, the Work is sufficiently complete, in accordance with Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended, and unperformed or incomplete work elements are minor in nature; or if no such certificate is issued, when the Work (or specified part) is complete and ready for final payment as evidenced by written recommendation of Owner for final payment. The terms

References and Definitions

- “Substantially Complete”** and **“Substantially Completed”** as applied to all or part of the Work refer to Substantial Completion thereof.
80. Supplemental Instruction: A written directive from Owner to Contractor ordering alterations or Modifications that do not result in change in Contract Sum or Contract Time, and do not substantially change Drawings or Specifications.
81. Technical Specifications: Specification Sections included within Division 02 and above.
82. Testing and Special Inspection Agency: An independent entity engaged to inspect and/or test the workmanship, materials, or manner of construction of buildings or portions of buildings, to determine if such construction complies with the Contract Documents and applicable codes.
83. TIE: Time Impact Evaluation; see Section 01 26 00 (Modification Procedures). May also be referred to as Time Impact Analysis (**TIA**).
84. Title 24: California Code of Regulations, Title 24, Part 1 California Building Standards Administrative Code.
85. Underground Facilities: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities that have been installed underground to furnish any of the following services or materials: electricity, gases, chemicals, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems, or water.
86. Unit Price Work: Shall be the portions of the Work for which a unit price is provided in Document 00 52 00 (Agreement) or Section 01 11 00 (Summary of Work).
87. Weather Station. See Document 00 72 00 (General Conditions) or Document 00 73 01 (Supplemental Conditions).
88. Work: The entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents within the Contract Time. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents including everything shown in the Drawings and set forth in the Specifications. Wherever the word “work” is used, rather than the word “Work,” it shall be understood to have its ordinary and customary meaning.
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B. Other Defined Terms

The following terms are not necessarily identified with initial caps; however they shall have the meaning set forth below:

1. Wherever words “as directed,” “as required,” “as permitted,” or words of like effect are used, it shall be understood that direction, requirements, or permission of Owner is intended. Words “sufficient,” “necessary,” “proper,” and the like shall mean sufficient, necessary, or proper in judgment of Owner. Words “approved,” “acceptable,” “satisfactory,” “favorably reviewed,” or words of like import, shall mean approved by, or acceptable to, or satisfactory to, or favorably reviewed by Owner.
2. Wherever the word “may” or “ought” is used, the action to which it refers is discretionary. Wherever the word “shall” or “will” is used, the action to which it refers is mandatory.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

****END OF SECTION****

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PART 1 GENERAL**1.01 Section Includes**

- A. Contractor's Quality Control.
- B. Quality of the Work.
- C. Not Used
- D. Not Used
- E. Not Used
- F. Not Used
- G. Additional Testing and Inspection.

1.02 Contractor's Quality Control

- A. Contractor's Quality Control. Contractor shall develop a Quality Control (**QC**) program to qualify all Work through personal review of the Work, assuring complete and accurate installation of all materials, products and equipment in accordance with the approved Contract Documents. Contractor's QC program shall be staffed with individuals sufficiently learned in specific trade specialties as to recognize any and all deficiencies in the Work. The QC staff shall assure all Work is in accordance with the approved Contract Documents prior to submitting an Inspection Request (**IR**) to Owner, third party, any IOR and/or City Building Official. All aspects of the Work, including product verification, appropriate product installation and application, shall be reviewed by such QC personnel and qualified as meeting the requirements of applicable codes and the approved Contract Documents.
- B. Quality Requirements. Work shall be accomplished in accordance with quality requirements of Drawings and Specifications, including, by reference, all codes, laws, rules, regulations, and standards. When no quality basis is prescribed, the quality and testing procedures shall be in accordance with the best-accepted practices of the construction industry for the locale of the Project, for projects of this type, or standards set by engineering or technical societies (e.g., ASTM or ASHRAE), whichever is more stringent.
- C. Quality Control Personnel. Employ and assign knowledgeable and skilled personnel as necessary to perform quality control functions to ensure that the Work is provided as required.

1.03 Quality of the Work

- A. Quality of Products. Unless otherwise indicated or specified, all products shall be new, free of defects, and fit for the intended use.

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- B. Quality of Installation. All Work shall be produced plumb, level, square and true, or true to indicated angle, and with proper alignment and relationship between the various elements, as shown on or required by Contract Documents.
- C. Protection of Completed Work. Take all measures necessary to preserve completed Work free from damage, deterioration, soiling, and staining, until acceptance by Owner.
- D. Standards and Code Compliance and Manufacturer's Instructions and Recommendations. Unless more stringent requirements are indicated or specified, comply with manufacturer's instructions and recommendations, reference standards and building code requirements in preparing, fabricating, erecting, installing, applying, connecting, and finishing Work.
- E. Deviations from Standards and Code Compliance and Manufacturer's Instructions and Recommendations. Secure Owner's advanced written consent. Document and explain all deviations from reference standards and building code research report requirements and manufacturer's product installation instructions and recommendations, including acknowledgement by the manufacturer that such deviations are acceptable and appropriate for the Project.
- F. Verification of Quality. Work shall be subject to verification of quality by Owner in accordance with provisions of the Contract Documents.
1. Cooperate by making Work available for inspection by independent testing and inspection agencies.
 2. Such verification may include mill, plant, shop, or field inspection as required.
 3. Provide access to all parts of the Work, including plants where materials or equipment are manufactured or fabricated.
 4. Provide all information and assistance as required, including that by and from subcontractors, fabricators, materials suppliers and manufacturers, for verification of quality by Owner.
 5. Applicable provisions of the Contract Documents shall govern Contract Modifications, if any, resulting from such verification activities.
- G. Observations by Owner's Consultants. Periodic and occasional observations of Work in progress will be made by Owner and Owner's consultants as deemed necessary to review progress of Work and general conformance with design intent.
- H. Limitations on Inspection, Testing and Observation. Neither employment of independent testing and inspection agency nor observations or tests
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by Owner and Owner's consultants shall in any manner relieve Contractor of obligation to perform Work in full conformance to all requirements of Contract Documents.

- I. Owner's Acceptance and Rejection of Work. Owner reserves the right to reject all Work not in conformance to the requirements of the Drawings and Specifications, or otherwise defective.
- J. Correction of Defective Work. Defective Work shall be modified, replaced, repaired or redone by the Contractor at no change in Contract Sum or Contract Time.
- K. Acceptance of Defective Work. Acceptance of defective Work, without specific written acknowledgement and approval of Owner, shall not relieve the Contractor of the obligation to correct such Work.
- L. Contract Adjustment for Defective Work. Should Owner determine that it is not feasible or in Owner's interest to require defective Work to be repaired or replaced, an equitable reduction in Contract Sum shall be made by agreement between Owner and Contractor. If an equitable amount cannot be agreed upon, a Construction Change Directive will be issued and the amount in dispute resolved in accordance with Document 00 72 00 (General Conditions) Article 12.
- M. Non-Responsibility for Defective Work. Owner and Owner's consultants disclaim any and all responsibility for Work produced not in conformance with the Drawings and Specifications.
- N. Responsibility for Defective Work. Contractor shall have full responsibility for all consequences resulting from defective work, including without limitation all delays, disruptions, extra inspection and correction costs by Contractor and Owner and re-Work, and extra time and costs of all types. Contractor waives excuses for defective work relating to Owner's prior review of Submittals and/or prior failure to notice defective work in place on inspection.

1.04 Inspections and Tests by Governing Authorities

- A. The Contractor shall cause all tests and inspections required by governing authorities having jurisdiction to be made for Work under this Contract.
 - 1. Such authorities may include, but are not limited to, the Division of State Architect, Office of Statewide Health Planning Department (**OSHPD**), Public Works Department, Fire Department, and similar agencies.
 - 2. Except as specifically noted, scheduling, conducting and paying for such inspections shall be solely the Contractor's responsibility.

1.05 Inspections and Tests by Serving Utilities

- A. Contractor shall cause all tests and inspections required by serving utilities to be made for Work under this Contract. Scheduling conducting and paying for such inspections shall be solely the Contractor's responsibility.

1.06 Inspections and Tests By Manufacturer's Representatives

- A. The Contractor shall cause all tests and inspections specified to be conducted by materials or systems manufacturers to be made. Additionally, all tests and inspections required by materials or systems manufacturers as conditions of warranty or certification of Work shall be made, the cost of which shall be included in the Contract Sum.

1.07 Inspections By Independent Testing and Inspection Agency (Not Used)**1.08 Additional Testing and Inspection (Not Used)**

- A. If initial tests or inspections made by the Inspector or Owner's Representative, or any other consultant Owner designates reveal that materials do not comply with the Contract Documents, or if the Owner has reasonable doubt that materials do not comply with Contract Documents, additional tests and inspections shall be made as directed.
1. If additional tests and inspections establish that materials comply with Contract Documents, the Owner shall pay all costs for such tests and inspections.
 2. If additional tests and inspections establish that materials do not comply with Contract Documents, all costs of such tests and inspections shall be deducted from Contract Sum.
 3. If Work requiring inspection is covered by follow-on or follow-up Work before it is inspected, uncover Work so proper inspections can be performed. All costs of such tests and inspections shall be deducted from Contract Sum.

PART 2 PRODUCTS – NOT USED**PART 3 EXECUTION – NOT USED******END OF SECTION****

PART 1 GENERAL**1.01 Summary**

- A. Section Includes:
1. Temporary Electricity.
 2. Temporary Communications.
 3. Temporary Water.
 4. Fences.
 5. Protection of Public and Private Property.
 6. Temporary Sanitary Facilities.
 7. Temporary Barriers and Enclosures.
 8. Water Control.
 9. Pollution Control.
 10. Construction Aids.
 11. Erosion Control.
 12. Noise Control.
 13. Traffic Control.
 14. Removal of Temporary Facilities and Controls.

1.02 Temporary Electricity

- A. Contractor shall provide, maintain and pay for electrical power at the Site for construction purposes and for Contractor's and Construction Manager's trailers and any other site offices or trailers required by the Owner in the Contract Documents to be provided by Contractor. Power may be obtained from Owner, but Contractor must provide all necessary wiring and appurtenances for connection to Owner's system and Contractor must coordinate with PG&E or other power utility to install electricity meters to monitor and pay for Contractor's power usage.

1.03 Temporary Communications

- A. Contractor shall provide, maintain and pay for all applicable communications and data services (including without limitation telephone, facsimile, e-mail and internet) to field office commencing at time of Project mobilization, including all installation and connection charges. In addition, the Contractor shall provide, maintain and pay for a high speed internet service (such as cable or DSL) at the Site for both Contractor and Construction Manager's trailers.

1.04 Temporary Water

- A. District to provide water from a nearby fire hydrant. The Contractor shall connect with a District approved backflow prevention device. Contractor shall provide, maintain and pay for all suitable quality water service required for construction operations.

Temporary Facilities and Controls

1.05 Additional Temporary Facilities – NOT USED**1.06 Fences**

- A. All existing fences affected by the Work shall be maintained by the Contractor until Final Completion. Fences which interfere with construction operations shall not be relocated or dismantled until Owner gives written permission to do so, and the period the fence may be left relocated or dismantled has been agreed upon. Where fences must be maintained across the construction easement, adequate gates shall be installed. Gates shall be kept closed and always locked when not in use.
- B. On completion of the Work across any tract of land, Contractor shall restore all fences to their original or to a better condition and to their original locations.

1.07 Protection of Public and Private Property

- A. Contractor shall protect, shore, brace, support, and maintain all underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by its construction operations. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, fences, and other surface structures affected by construction operations, together with all sod and shrubs in yards, parkways, and medians, shall be restored to their original condition, whether within or outside the easement. All replacements shall be made with new materials.
- B. Contractor shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, and other public or private property, regardless of location or character, which may be caused by transporting equipment, materials, or workers to or from the Work, Site or any part thereof, whether by Contractor or Subcontractors. Contractor shall make satisfactory and acceptable arrangements with the Owner, or the agency or authority having jurisdiction over the damaged property, concerning its repair or replacement or payment of costs incurred in connection with the damage.
- C. All fire hydrants and water control valves shall be always kept free from obstruction and available for use.

1.08 Temporary Sanitary Facilities

- A. The Contractor shall provide and maintain required temporary buildings with sanitary toilets for use of all workers. At a minimum, sanitary facilities shall be located at trailer site, staging area, and adjacent to work area.

Temporary Facilities and Controls

- B. Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least one toilet will be furnished for each 20 persons. Contractor shall enforce the use of such sanitary facilities by all personnel at the Site.
- C. Contractor shall comply with all minimum requirements of the Health Department or other public agency having jurisdiction; maintain sanitary facilities in a sanitary condition at all times.
- D. Contractor shall provide temporary sanitary facilities for Campus and Staff during utility interruptions.
- E. The Contractor shall keep sanitary facilities free from graffiti.

1.09 Temporary Barriers and Enclosures

- A. Provide barriers to prevent unauthorized entry to construction areas to allow for Owner's use of Site, and to protect existing facilities and adjacent properties from damage from construction operations.
- B. Provide barricades required by governing authorities for public access to existing buildings.
- C. Protect vehicular traffic, stored materials, Site, and structures from damage.

1.10 Water Controls

- A. Grade Site to drain.
- B. Maintain excavations free of water.
- C. Protect Site from puddling or running water.
- D. Provide water barriers as required to protect Site from soil erosion.
- E. Provide for drainage of storm water and such water as may be applied or discharged on the Site in performance of the Work. Drainage facilities shall be adequate to prevent damage to the Work, the Site, and adjacent property.
- F. Clean, enlarge and/or supplement existing drainage channels and conduit as necessary to carry all increased runoff attributable to Contractor's operations. Provide sediment tanks and other features to avoid increased runoff, to protect Owner's facilities and the Work, and to direct water to drainage channels or conduits. Provide ponding as necessary to prevent downstream flooding.

Temporary Facilities and Controls

1.11 Pollution Control

- A. Contractor shall prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris, and other substances resulting from construction activities. No sanitary wastes shall be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris, or other substance shall be permitted to enter sanitary sewers without authorization of the receiving sanitary sewer service, and all possible Best Management Practices (**BMPs**) shall be taken to prevent such materials from entering any drain to watercourse. Rate of discharge for storm water may not be increased by the Project during or following construction.
- B. Contractor shall comply with required storm water pollution control requirements. The Contractor shall implement BMPs during construction activities as specified in the applicable governing requirements for California Storm Water Best Management Practices Handbook (California Association of Stormwater Quality Agencies (CASQA), 2019). Erosion and sedimentation control practices shall include installation of silt fences, straw wattle, soil stabilization, revegetation, and runoff control to limit increases in sediment in stormwater runoff, including but not limited to, detention basins, straw bales, silt fences, check dams, geofabrics, drainage swales, and sand bag dikes.
- C. In the event that dewatering of excavations is required, Contractor shall obtain the necessary approval and permits for discharge of the dewatering effluent from the local jurisdiction. Contractor shall be responsible for assuring that water quality of such discharge meets the appropriate permit requirements prior to any discharge.

1.12 Construction Aids

- A. Contractor shall furnish, install, maintain, and operate all construction aids required by it and its Subcontractors in the performance of the Work, except as otherwise provided herein. Such construction aids shall include elevators and hoists, cranes, temporary enclosures, swing staging, scaffolding and temporary stairs. Construction aids shall be furnished without charge to the Subcontractors, and all necessary erection, maintenance, and operating personnel shall be included. In the event of conflict, the contractor furnishing the equipment shall determine priorities in the best interest of the Project.

1.13 Erosion Control

- A. Contractor shall prevent soil erosion on the Site and adjacent property resulting from its construction activities to the maximum extent

Temporary Facilities and Controls

practical, including implementation of Best Management practices. Effective measures shall be initiated prior to the commencement of clearing, grading, excavation, or other operations that will disturb the natural protection.

- B. Work shall be scheduled to expose areas subject to erosion for the shortest possible time, and natural vegetation shall be preserved to the greatest extent practicable. Temporary storage and construction buildings shall be located, and construction traffic routed, to minimize erosion. Temporary fast-growing vegetation or other suitable ground cover shall be provided as necessary to control runoff.

1.14 Noise Control

- A. When required by OSHA Standards, construction workers shall be provided with ear protection to operate equipment.
- B. Contractor shall take reasonable measures to avoid unnecessary noise. Such measures shall be appropriate for the normal ambient sound levels in the area during working hours. All construction machinery and vehicles shall be equipped with practical sound-muffling devices, and operated in a manner to cause the least noise consistent with efficient performance of the Work. During construction activities on or adjacent to occupied buildings, and when appropriate, Contractor shall erect screens or barriers effective in reducing noise in the building and shall conduct its operations to avoid unnecessary noise which might interfere with the activities of building occupants.
- C. Ensure and provide certification to Owner that all construction equipment and vehicles used for the Work are:
 - 1. Maintained in good mechanical condition
 - 2. Equipped with properly installed engine mufflers

1.15 Traffic Control

- A. All traffic associated with the construction, including without limitation delivery and mail trucks, shall enter the Contractor's access gate and shall use the route indicated in Section 01 11 00 (Summary of Work). Sign types and locations shall be reviewed by the Owner's Representative. Contractor shall provide signs directing construction and delivery traffic to this gate. Construction truck traffic shall be limited to off-peak traffic hours, between the hours of 10:00 a.m. and 4:00 p.m., Monday through Friday, unless other arrangements are made at least 24 hours in advance with Owner's Representative.

1.16 Removal of Temporary Facilities and Controls

Temporary Facilities and Controls

- A. Remove temporary utilities, equipment, facilities, and materials prior to final inspection.
- B. Remove underground installations.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing facilities used during construction to their original condition. Restore permanent facilities used during construction to specified condition.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

****END OF SECTION****

PART 1 GENERAL**1.01 Submittals**

- A. See Section 01 33 00 (Submittals).
- B. Site Security.
- C. Safety Program.

1.02 Overview.

- A. Failure to comply with the requirements of this Section will be considered grounds for the Owner or its designated representatives to issue an order suspending Work or terminating the Contract for cause.
- B. Owner or its designated representatives may also perform safety inspections and may issue a written notice ordering Contractor to correct an unsafe act or condition. If Contractor fails to correct the unsafe act or condition within the requested time frame, Owner or its representative may have the condition corrected and bill Contractor for the costs associated with the correction.

1.03 Protection

- A. The Contractor shall continuously maintain protection as necessary to protect the Work, as a whole and in part, and adjacent property and improvements from accidents, injuries or damage.
- B. Properly protect the Work:
 - 1. With lights, guard rails, temporary covers and barricades.
 - 2. Enclose excavations with proper barricades.
 - 3. Brace and secure all parts of the Work against storms and accidents.
 - 4. Provide such additional forms of protection that may be necessary under existing circumstances.
- C. The Contractor shall provide and maintain in good condition all protective measures required to adequately protect the public from hazards resulting from the Work and to exclude unauthorized persons from the Work. When regulated Cal OSHA, or other authorities, such legal requirements for protection shall be considered as minimum requirements. Be responsible for the protection in excess of such minimum requirements as required.

1.04 Control of Site

- A. Contractor shall ensure that no alcohol, firearms, weapons, or controlled substance enters or is used at the Site. Contractor shall immediately remove from the Site and terminate the employment of any employee found in violation of this provision.

1.05 Site Security

- A. As part of the Work included within the Contract Price, Contractor shall take and be fully responsible for all reasonably required measures to protect and maintain the security of persons, existing facilities and property at the Site, including without limitation preventing theft, loss, vandalism and improper concealment of personal property of the Owner and all persons lawfully present on the Site, and including times where workers are not present on the Site. The Contractor's measures shall include, at a minimum, maintaining a log of all persons entering and leaving the Site and who they represent, what they are delivering and to whom.
- B. No claim shall be made against the Owner by reason of any act of an employee or trespasser, and Contractor shall repair all damage to Owner's property resulting from Contractor's failure to provide adequate security measures.
- C. The Contractor shall supply additional security fencing, barricades, lighting, and other security measures if required to protect and control the Site.

1.06 Safety Program

- A. Within 15 days after Notice to Proceed, Contractor shall submit a Safety Program. Comply with the Safety Program and all applicable federal, state, and local regulation codes, rules, law and ordinances.
- B. Receipt and/or review of the Safety Program by Owner, Engineer or Owner's representative shall not relieve Contractor of any responsibility for complying with all applicable safety regulations.
- C. It is essential that Contractor and each Subcontractor implement an effective and vigorous Safety and Health Program to cover their respective portions of the Work. Subject to Contractor's overall responsibility for Project safety, it shall be understood that the full responsibility for providing a safe place to work with respect to their respective portions of the Work rests with Contractor and each individual Subcontractor.
- D. Safety Program components:
 - 1. Injury and Illness Prevention Program (**IIPP**): Conforming to the General Industrial Safety Orders (CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 3203), and the California Labor Code (Section 6401.7).
 - 2. Site-Specific Safety and Health Plan (**SSHP**): Describing health and safety procedures that shall be implemented during the Work in order to ensure safety of the public and those performing the Work. Follow

-
- the guidelines for a SSHP listed in CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 5192, Item (b)(4) f.
3. Confined Space Program: The Site contains permit- and non-permit-confined spaces. Owner will provide Contractor with any available information regarding permit space hazards, entry operations, and safety information relating to work in the permit spaces as set forth in the General Industrial Safety Orders (CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 5157). Permit space entry is allowed only through compliance with a permit space program meeting the requirements of Section 5157 of the General Industrial Safety Orders. During entry operations, or at the conclusion of entry operations, verbally notify Engineer of the permit space program followed and of any hazards confronted or created in permit spaces during entry operations.
 - E. The wearing of hard hats shall always be mandatory for personnel on Site. Supply sufficient hard hats to equip properly all employees and visitors.
 - F. Whenever an exposure exists, appropriate personal protective equipment (**PPE**) shall be used by all affected personnel. Supply PPE to all personnel under Contractor's direction.

1.07 Safety Requirements

- A. Standards. The Contractor shall maintain the Project in accordance with state and local safety and insurance standards.
- B. Hazards Control. Contractor shall:
 1. Store volatile waste in covered metal containers and remove them from premises daily.
 2. Prevent accumulation of waste that creates hazardous conditions.
 3. Provide adequate ventilation during use of volatile or noxious substances.
- C. The Contractor shall conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws. Contractor shall not:
 1. Burn or bury rubbish or waste material on the Site.
 2. Dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
 3. Dispose of waste into streams or waterways.
- D. Contractor shall provide accident information on the forms provided by Contractor. This information shall be provided on the same day as the occurrence of the applicable incident.

1.08 Site Safety Officer

- A. Contractor shall designate one of Contractor's staff as "Site Safety Officer" whose duties shall include the responsibility for enforcing the environmental protection provisions of the Contract Documents including safety and health, the requirements of the Occupational Safety and Health Act, and other applicable federal, state and local standards. Submit for review by Owner Contractor's intended traffic flow plan, security plan, program for temporary structures, housecleaning plan, demolition program, and environmental safety and health plan. After review by Owner, the implementation and enforcement of these plans shall become the responsibility of the Site Safety Officer. Any changes in the plans shall be requested by Contractor through the Site Safety Officer for written concurrence by Owner.
- B. Owner's risk management representative(s) shall be allowed access to accident/injury and illness reports, inspection reports, scheduling and construction meetings, and safety meetings.

1.09 Accidents

- A. The Contractor shall provide and maintain, in accordance with California Labor Code section 6708 and Cal/OSHA requirements, adequate emergency first-aid treatment for its employees and anyone else that may be injured in connection with the work.
- B. The Contractor shall promptly report in writing to Owner all accidents of any nature arising out of, or in connection with, the performance of the work, on or adjacent to the site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injury or serious damage are caused, the accident shall be reported immediately by telephone or messenger to Owner.
- C. If any claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to Owner, giving full details of the claim.
- D. Owner's risk management representative(s) shall be allowed access to accident/injury and illness reports, inspection reports, scheduling and construction meetings, and safety meetings.

1.10 Additional Safety Controls

- A. According to industry practices, it is the responsibility of Contractor and Subcontractors of every tier to exercise reasonable care to prevent work-related injuries, property and equipment damage at the Project site, as well as minimize risk to the public and third-party property. The Contractor and all Subcontractors shall undertake loss control

prevention practices according to those requirements set by federal, state and local laws, statutes and specific project procedures developed for this Project.

- B. Contractor and Subcontractors of every tier will be expected to comply with the following safety and loss control requirements:
1. All Subcontractors of any tier shall identify their contact person(s) to The Contractor.
 2. Contractor and all Subcontractors of any tier Owner procedures regarding dealing with the media.
 3. Hard hats will be mandatory as per CAL OSHA Construction Safety orders.
 4. All construction employees will be required to be attired in workpants, shirt and appropriate boots or closed toe shoes.
 5. No Alcohol will be allowed construction sites at any time.
- C. Controlling access to the construction site is a very high priority, and Contractor and Subcontractors of every tier must take whatever preventative measure, such as barriers, fencing, etc., as are outlined in Contract Specifications.
- D. The Contractor and Subcontractors of every tier must respond to any Owner complaints about objectionable levels of dust or noise and must provide appropriate abatement as quickly as possible.
- E. Construction personnel may not enter Owner's grounds other than the construction site unless accompanied by Owner personnel, and they are allowed only 'incidental' contact with students. Violations of these requirements by any construction employee will result in a mandatory background check of that employee – including fingerprinting – as required by California law.
- F. Fall protection is mandatory on all projects in accordance with CAL OSHA, OSHA and any other appropriate code.
- G. A site-specific Injury and Illness Prevention Program shall be available on site with the Contractor. The Contractor and Subcontractors of every tier shall abide by this program.
- H. Construction employees may not listen to music, the radio, or podcasts through headphones while working at the job site.
- I. The Contractor and Subcontractors of every tier must attend the pre-construction safety meeting.
- J. No sexual reference or preference shall be permitted on any piece of clothing or the hardhat. Any construction employee observed

- disregarding this policy shall be removed from the job site until further notice.
- K. All construction employees shall park in their designated parking area. Any sticker attached to the employees' vehicle that displays any form of sexual preference or reference shall be removed prior to parking at the site. Each employee will provide their license plate number to Contractor. Any employee disregarding this policy shall be removed from the site until further notice.
- L. Contractor and Subcontractors of every tier shall control employee break time activities to assure cleanup of all soda cans, food wrappers, plastic bottles, and food containers, from break areas. All break areas shall be cleaned immediately after the break and all waste placed in trash receptacles. No glass containers are permitted on the site.
- M. Theft or willful damage to any property of the Owner, faculty, student, or other contractors will be prosecuted fully.
- N. No guns or switchblades shall be allowed on the job site. Any employee disregarding this policy shall be removed from the site until further notice.
- O. The Prime Contractor shall assume overall responsibility for project safety compliance.
- P. Contractor and all Subcontractors shall advise those non-English speaking employees in their native language either in a written format or via an interpreter of these policies.
- Q. Owner may suspend work at the Project site due to COVID-19 health concerns, even though Contractor may be allowed to proceed with Work based on applicable laws and regulations. Owner may suspend the work for its convenience. The Contractor is entitled to a time extension for an Owner Directed Suspension, and the contract amount will be equitably adjusted if and to the extent Contractor incurs increased costs that are Unknown COVID-19 Costs. An **Unknown COVID-19 Cost** is a cost that: (i) is solely attributable to an Unknown COVID-19 Condition; (ii) is reasonable under the circumstances; (iii) is not the result of Contractor's failure to comply with the contract documents or applicable laws and regulations; and (iv) is not the result of a subcontractors' or suppliers' failure to comply with applicable laws and regulations while on the Project Site or in connection with performance of the Work.

PART 2 PRODUCTS - NOT USED**PART 3 EXECUTION - NOT USED******END OF SECTION****

Temporary Erosion and Sedimentation Control

PART 1 - GENERAL**1.01 SUMMARY**

- A. Section Includes:
 - 1. Temporary erosion and sedimentation control.
 - 2. Accessories required for a complete installation.
- B. Related Sections:
 - 1. Section 01 50 00, Temporary Facilities and Controls.

1.02 NOT USED**1.03 NOT USED****1.04 NOT USED****1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver, handle, and store materials in accordance with recommendations of manufacturer.

1.06 EROSION CONTROL

- A. The Contractor to provide erosion control in place to prevent site erosion.
- B. The Contractor to prevent erosion associated with the discharging of water during the Well Development and Pump Testing Phase of the Well construction process.
- C. The Contractor to provide earth berms to prevent accidental discharges of water from entering a storm drainage channel or storm drain system.

PART 2 - PRODUCTS**2.01 MATERIALS**

- A. Jute Matting: Provide jute matting consisting of a uniform, open, plain weave of single jute yarn.
 - 1. Yarn: Loosely twisted construction; no variation in thickness by more than 1/2 of its normal diameter.
 - 2. Weave: Provide openings of approximately one square inch.

Temporary Erosion and Sedimentation Control

3. Matting width: 45 inches or more, continuous lengths of minimum 150 feet, minimum weight of 0.9 pounds per square yard.
4. Staples: Minimum 0.1055 inch (aka 12 gauge) or heavier steel wire bent to U shape 2 inches wide.
 - a. Length: Minimum 10 inches long unless Owner allows shorter length for hardpan soil conditions.
5. Install jute matting in accordance with manufacturer's recommendations.

B. Miscellaneous Materials:

1. Plastic sheeting: Clear polyethylene plastic sheeting at least 10 mils thick, secured with anchor restrainers (gravel filled bags) per detail shown on drawings.
2. Temporary drainage curbs.
3. Machine extruded asphalt concrete or concrete temporary drainage curbs.
4. Silt fences: Construct silt fences of geotextile drainage fabric supported on wood or metal posts.
5. Temporary Fiber Rolls: Provide fiber rolls with staking per detail shown on drawings.
6. Temporary concrete washout facility.
7. Aggregate: Refer to Section 02221, Aggregate Base Courses, for grading requirements for 1-1/2-inch Class 2 aggregate base.

PART 3 - EXECUTION**3.01 GENERAL**

- A. Accomplish erosion and sediment control through use of berms, dikes, swales, dams, fiber mats, plastic sheeting, netting, gravel, storm drain inlet protection, slope drains, sediment fences, and other sediment barriers; gravel construction entrances; and other erosion control devices or methods.

Temporary Erosion and Sedimentation Control

- B. Coordinate temporary pollution control provisions with permanent erosion control features specified elsewhere in the contract documents to the extent practicable to assure economical, effective, and continuous erosion control throughout the construction and post-construction period.

- C. Project Inspector may limit surface area of erodible earth material exposed by clearing, grubbing, excavation, borrow, embankment, and fill operations.
 - 1. Provide immediate, permanent or temporary pollution control measures to prevent contamination of adjacent streams or other watercourses, lakes, ponds, or other areas of water impoundment.
 - 2. Work may involve construction of temporary berms, dikes, dams, sediment basins, and slope drains; use of temporary mats; or other control devices or methods as necessary to control erosion.

- D. Construct facilities required for clearing, grading, and land alteration activities, to ensure that sediment-laden water does not enter drainage systems or violate applicable water standards.

- E. Areas of Work:
 - 1. Limit the area of clearing, grubbing, excavation, borrow, and embankment operations in progress commensurate with progress. Should seasonal limitations result in unrealistic coordination of operations, take temporary erosion control measures immediately.
 - 2. Flag boundaries of clearing limits prior to construction.
 - a. Do not disturb or permit disturbance of ground beyond flagged boundary.
 - b. Maintain flagging for duration of work.
 - 3. Temporary soil erosion and sediment control may include construction work outside right of way where work is necessary because of project construction such as borrow pit operations, haul roads, and equipment storage sites.

Temporary Erosion and Sedimentation Control

F. Maintenance:

1. Maintain erosion control features installed, including replacement and upgrading of facilities when needed, until work is completed and notice of Final Acceptance issued.
2. Maintain catch basins (inlets with sumps or inverted siphons) so that no more than one foot sediment is allowed to accumulate within a trap (or sump).
 - a. Clean catch basins and storm drains prior to paving and prior to Substantial Completion.
 - b. Remove sediment. Do not flush sediment-laden water into the downstream system.
3. Keep paved areas clean for the duration of the project.
4. Measures in addition to those indicated may be required.
5. Do not permit more than a one-foot depth of sediment to accumulate behind a silt fence.
 - a. Remove sediment or regrade it into slopes, and repair and reestablish silt fences as needed.
6. Remove silt fences in entirety when no longer required. Fences are required until the uphill area has been permanently stabilized.
7. Remove pipes, end sections, drainage curbs, silt fences, and other materials from temporary erosion control devices; those not incorporated into permanent work become property of Contractor.

3.02 MATTING

- A. Place matting flat in single thickness strips paralleling direction of probable water flow.
- B. Lap multiple strips of jute, or coconut matting, in shingle fashion in accordance with manufacturers' recommendations.
- C. Overlapping of adjacent strips of excelsior matting is not required.
- D. Place matting in contact with soil at each point and secure with staples.

Temporary Erosion and Sedimentation Control

3.03 STORM DRAIN INLET PROTECTION

- A. Storm drain inlet protection must prevent sediment from entering storm drain systems prior to permanent stabilization of disturbed areas.
- B. Use storm drain inlet protection:
 - 1. Where storm drain inlets are operational before permanent stabilization of disturbed drainage area.
 - 2. Adjacent to and immediately downhill of utility type construction in existing paved areas with catch basin drainage.
 - 3. When cleaning streets.
- C. Use berms when required to direct drainage to flow through filters and prevent bypassing inlets.
- D. Do not permit more than one-foot depth of sediment to accumulate against storm drain inlet protection.
 - 1. Remove sediment and restore inlet protection as needed to maintain sediment trapping and filtering capability.

3.04 TEMPORARY EROSION BLANKETS

- A. Use temporary erosion blankets to provide immediate protection and physical stabilization of disturbed soils and when vegetative cover cannot be achieved.
- B. Use temporary erosion blankets on areas of steep slopes (greater than 50 percent) and areas of moderate slope that are prone to erosion, particularly during wet weather.
- C. Use erosion blankets on level areas and on slopes up to 2:1 slope.
 - 1. Where soil is highly erodible, use netting only in conjunction with organic mulch.
 - 2. Apply blanket to be in complete contact with soil to prevent erosion beneath it.
 - 3. Securely anchor erosion blankets to slope in accordance with manufacturer's recommendations.

Temporary Erosion and Sedimentation Control

3.05 TEMPORARY SILT FENCES

- A. Use temporary silt fence to reduce the transport of sediment from construction site by providing temporary physical barrier to sediment and reducing runoff velocities.
 - 1. Do not install silt fences across streams.
- B. Construct temporary silt fences:
 - 1. Downslope below disturbed areas where runoff may occur as sheet runoff.
 - 2. At the toe of soil stockpiles.
 - 3. At downstream side of grade breaks exceeding 20 percent.
 - 4. Following discharge from sediment trap or pond.
- C. Provide maximum sheet or overland flow path length to silt fence.
- D. Select silt fence system to function as indicated.
- E. Construct silt fences along contours where feasible.
- F. Install manufactured sediment control fences in accordance with manufacturer's recommendations.

3.06 NOT USED**3.07 GRAVEL CONSTRUCTION ENTRANCES**

- A. Use gravel construction entrances to reduce the transport of mud, dirt, rocks, and other matter onto roads by motor vehicles or storm water runoff by constructing a stabilized pad of gravel at entrances and exits to construction sites.
- B. Construct gravel construction entrances at construction sites at point where traffic is leaving site and moving directly onto public roads, other paved areas, or other approved access points.
 - 1. Provide construction conforming to details shown on drawings.
 - 2. Place geotextile under gravel.
- C. Provide clean pit run gravel or aggregate to be approved by the District.

Temporary Erosion and Sedimentation Control

- D. Provide a gravel pad at least 8-inches thick and 50-feet in length.
 - 1. Width: Full width of vehicle ingress and egress area.
 - 2. Add gravel periodically as needed to maintain proper function of the pad.

- E. If gravel pad does not adequately remove dirt and mud from vehicle wheels to prevent mud and dirt tracking off site, take additional measures.
 - 1. Additional measures will include hosing off wheels before vehicles leave site or other construction techniques or work operation modifications.
 - 2. Perform wheel washing on gravel pad and drain wash water through silt trapping structure prior to leaving construction site.

PART 4 - MEASUREMENT AND PAYMENT**4.01 MEASUREMENT**

- A. No separate measurement will be made for the Work of this Section.

4.02 PAYMENT

- A. Payment for the work of this Section will be included in lump sum payment(s) in the Mobilization in accordance with Schedule of Values.

****END OF SECTION****

Temporary Erosion and Sedimentation Control

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PART 1 GENERAL**1.01 Section Includes:**

- A. Progress Cleaning.
- B. Final Cleaning.

1.02 Progress Cleaning

- A. Contractor shall perform periodic **daily** cleaning to ensure that any streets and other Owner and public properties are maintained free from accumulation of waste materials, dust, mud, and debris.
- B. Where required, Contractor shall wet down surfaces to lay dust and prevent the blowing of dust to nearby residences or public properties.
- C. Disposal of Materials:
 - 1. As part of the scope of Work included within the Contract Sum, Contractor shall be fully responsible for disposing of all construction debris, dirt and spoils resulting from the Work.
 - 2. All waste materials, debris, dirt and rubbish shall be disposed of at sites to be chosen by the Contractor in accordance with applicable local, state, and federal regulations.
 - 3. The Contractor is cautioned that County and cities within the County have regulations governing the disposal of rubble, broken pavement, and similar materials.
 - 4. The Contractor shall become familiarized with the requirements of the agency having jurisdiction over any contemplated disposal site and shall comply with all such requirements.
- D. All excess soil from performance of Work shall be disposed at sites stated in the Contract Documents.
- E. If Contractor does not properly clean the Site, in Owner's opinion, then Owner shall have the option of using outside equipment to perform the cleanup and such cost will be withheld from the Contract Sum.

1.03 Final Cleaning

- A. The Contractor shall execute final cleaning prior to final inspection, using only properly skilled workers.
- B. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from the exposed interior and exterior finished surfaces.
- C. Clean Site; mechanically sweep paved areas.
- D. Remove waste and surplus materials, rubbish, and construction facilities from Site.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

****END OF SECTION****

PART 1 GENERAL**1.01 Summary**

- A. Section describes requirements and procedures for:
 - 1. Removal of Temporary Construction Facilities
 - 2. Substantial Completion
 - 3. Final Completion
 - 4. Final Cleaning
 - 5. Close Out
 - 6. Warranties
 - 7. Release of Claims

1.02 Substantial Completion

- A. Removal of Temporary Construction Facilities and Project Cleaning.
 - 1. Prior to Substantial Completion inspection: remove temporary materials, equipment, services, and construction; clean all areas affected by the Work; clean and repair damage caused by installation or use of temporary facilities; restore permanent facilities used during construction to the specified condition.
- B. Procedure for Substantial Completion.
 - 1. When Contractor considers Work or designated portion of the Work as Substantially Complete, submit written notice to Owner, with list of items remaining to be completed or corrected and explanation of why such items do not prevent Owner's beneficial use and occupancy of the Work for its intended purposes. Within reasonable time, Owner will inspect to determine status of completion.
 - 2. Should Owner determine that Work is not Substantially Complete, Owner will promptly notify Contractor in writing, listing all defects and omissions. The Contractor shall remedy deficiencies and send a second written notice of Substantial Completion. Owner will reinspect the Work. If deficiencies previously noted are not corrected on reinspection, then pay the cost of the reinspection.
 - 3. When the Owner concurs that the Work is Substantially Complete, Owner will issue a written notice or certificate of Substantial Completion, accompanied by Contractor's list of items to be completed or corrected as verified by Owner.
 - 4. A punch list examination will be performed upon Substantial Completion. One follow-up review of punch list items for each discipline will be provided. If further Site visits are required to review punch list items due to incompleteness of the Work by

Contractor, Contractor will reimburse Owner for costs associated with these visits.

1.03 Final Completion

A. Requirements.

1. Final Completion occurs when Work meets requirements for Owner's Final Acceptance.

B. Procedure.

1. When Contractor considers Work is Finally Complete, submit written certification that:
 - (a) Contractor has inspected Work for compliance with Contract Documents, and all requirements for Final Acceptance have been met.
 - (b) Except for Contractor maintenance after Final Acceptance, Work has been completed in accordance with Contract Documents and deficiencies listed with Certificate of Substantial Completion have been corrected. Equipment and systems have been tested in the presence of the Owner and are operative.
 - (c) Project Record Documents are completed and turned over to Owner as required by Section 01 78 39, and Work is complete and ready for final inspection.
2. In addition to submittals required by Contract Documents, provide submittals required by governing authorities and submit final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.
3. Should Owner determine that Work is incomplete or Defective, Owner promptly will so notify Contractor, in writing, listing the incomplete or Defective items. The Contractor shall promptly remedy the deficiencies and notify the Owner when it is ready for reinspection.

C. Final Adjustments of Accounts.

1. Contractor shall submit a final statement of accounting to Owner, showing all adjustments to the Contract Sum and complete and execute Document 00 65 30 (Agreement and Release of Any and All Claims).
2. If so required, the Owner shall prepare a final Change Order for submittal to the Contractor, showing adjustments to the Contract Sum that were not previously made into a Contract Modification.

D. Warranties.

1. Execute Contractor's Submittals and assemble warranty documents, and Installation, Operation, and Maintenance Manuals, executed or supplied by Subcontractors, suppliers, and manufacturers. Provide table of contents and assemble in 8½ inches by 11 inches three-ring binder with durable plastic cover, appropriately separated and organized. Assemble in Specification Section order.
2. Submit material prior to final Application for Payment. For equipment put into use with Owner's permission during construction, submit within 14 Days after first operation. For items of Work delayed materially beyond Date of Substantial Completion, provide updated Submittal within 14 Days after acceptance, listing date of acceptance as start of warranty period.
 - (a) Warranties are intended to protect Owner against failure of Work and against deficient, defective and faulty materials and workmanship, regardless of sources.
 - (b) Limitations: Warranties are not intended to cover failures that result from the following:
 - (i) Unusual or abnormal phenomena of the elements
 - (ii) Vandalism after Substantial Completion
 - (iii) Insurrection or acts of aggression including war
 - (c) Related Damages and Losses: Remove and replace Work which is damaged as result of defective Work, or which must be removed and replaced to provide access for correction of warranted Work.
 - (d) Warranty Reinstatement: After correction of warranted Work, reinstate warranty for corrected Work to date of original warranty expiration or to a date not less than one year after corrected Work was done, whichever is later.
 - (e) Replacement Cost: Replace or restore failing warranted items without regard to anticipated useful service lives.
3. Warranty Forms: Submit drafts to Owner for approval prior to execution. Forms shall not detract from or confuse requirements or interpretations of Contract Documents. The warranty shall be countersigned by manufacturers. Where specified, the warranty shall be countersigned by Subcontractors and installers.
4. Rejection of Warranties: Owner reserves the right to reject unsolicited and coincidental product warranties that detract from or confuse requirements or interpretations of Contract Documents.
5. Term of Warranties: For materials, equipment, systems, and workmanship, warranty period shall be one year minimum from date of Final Completion of entire Work except where:

-
- (a) Detailed Specifications for certain materials, equipment or systems require longer warranty periods.
 - (b) Materials, equipment or systems are put into beneficial use of the Owner prior to Final Completion as agreed to in writing by Owner.

E. Warranty of Title.

- 1. No material, supplies, or equipment for Work under Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver premises, together with improvements and appurtenances constructed or placed thereon by Contractor, to Owner free from any claim, liens, security interest, or charges, and further agrees that neither Contractor nor any person, firm, or corporation furnishing any materials or labor for any Work covered by Contract shall have right to lien upon premises or improvement or appurtenances thereon. Nothing contained in this paragraph, however, shall defeat or impair right of persons furnishing materials or labor under bond given by the Contractor for their protection or any rights under law permitting persons to look to funds due Contractor in hands of Owner.

1.04 Final Cleaning

- A. The Contractor shall comply with all applicable requirements in Section 01 74 00 (Cleaning and Wastewater Management).

1.05 Project Record Documents

- A. Maintain at Project site, available to Owner and Construction Manager, one (1) copy of the Contract Documents, shop drawings and other submittals, in good order.
 - 1. Mark and record field changes and detailed information contained in submittals and change orders.
 - 2. Record actual depths, horizontal and vertical location of underground pipes, duct banks and other buried utilities. Reference dimensions to permanent surface features.

3. Make annotations with erasable colored pencil conforming to the following color code:

Additions:	Red
Deletions:	Green
Comments	Blue
Dimensions:	Graphite

- B. Maintain documents separate from those used for construction.
1. Label documents "RECORD DOCUMENTS."
- C. Keep documents current.
1. Record required information at the time the material and equipment are installed and before permanently concealing.
- D. Deliver record documents with transmittal letter containing date, Project title, Contractor's name and address, list of documents, and signature of Contractor.
- E. Record documents shall be available for the Construction Manager to review to ascertain that changes have been recorded.
- F. Failure of the Contractor to keep current with the updating of the Record Documents shall be grounds for withholding monies from partial payment estimates associated with schedules specified in Section 00 72 00-5.01B for the associated work completed to an amount determined at the sole discretion of the Owner.

1.06 Project Guarantee

- A. Requirements for Contractor's guarantee of completed Work are included in Article 9 of Section 00 72 00 (General Conditions). Guarantee Work done under Contract against failures, leaks, or breaks or other unsatisfactory conditions due to defective equipment, materials, or workmanship, and perform repair work or replacement required, at Contractor's sole expense, for period of three years from date of Final Acceptance.
- B. Neither recordation of Final Acceptance nor final certificate for neither payment nor provision of the Contract or partial or entire use or occupancy of premises by the Owner shall constitute acceptance of Work not done in accordance with Contract Documents nor relieve the Contractor of liability in respect to express warranties or responsibility for faulty materials or workmanship.

-
- C. Owner may make repairs to defective Work as set forth in Section 00 72 00 (General Conditions).
 - D. If, after installation, operation, or use of materials or equipment to be provided under Contract proves to be unsatisfactory to the Owner, Owner shall have right to operate and use materials or equipment until said materials and equipment can, without damage to Owner, be taken out of service for correction or replacement. The period of use of defective materials or equipment pending correction or replacement shall in no way decrease the guarantee period required for acceptable corrected or replaced items of materials or equipment.
 - E. Nothing in this Section shall be construed to limit, relieve, or release Contractor's, Subcontractors', and equipment suppliers' liability to Owner for damages sustained as result of latent defects in equipment caused by negligence of suppliers' agents, employees, or Subcontractors. Stated in another manner, warranty contained in the Contract Documents shall not amount to, nor shall it be deemed to be, waiver by Owner of any rights or remedies (or time limits in which to enforce such rights or remedies) it may have for defective workmanship or defective materials under laws of this State pertaining to acts of negligence.

1.07 Turn-In.

- A. Contract Documents will not be closed out and final payment will not be made until all keys issued to the Contractor during prosecution of Work, pursuant to Contract Documents, are turned into the Owner.

1.08 Release of Claims.

- A. Contract Documents will not be closed out and final payment will not be due or made until Section 00 65 30 (Agreement and Release of Any and All Claims) is completed and executed by the Contractor and Owner.

1.09 Not Used**1.10 Not Used****PART 2 PRODUCTS – NOT USED****PART 3 EXECUTION – NOT USED******END OF SECTION****



Olivehurst Public Utility District

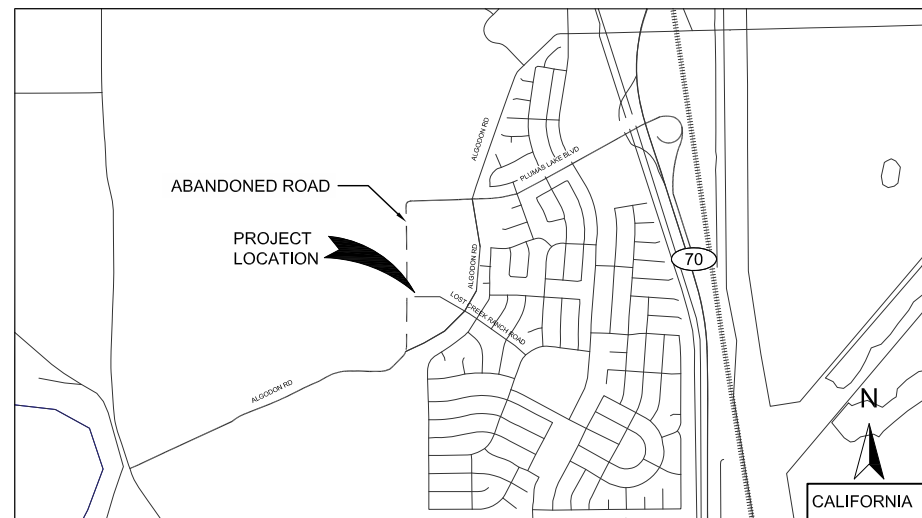
Plumas Lake Water System

Well #35 Construction

Plumas Lake, CA

BID SET

PROJECT NUMBER: 25-003



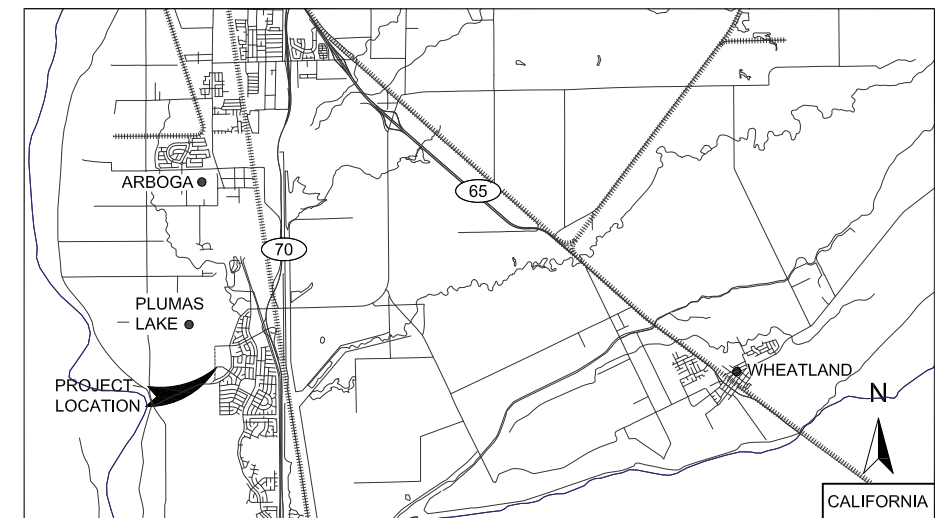
AREA MAP



3221 Fitzgerald Road, Rancho Cordova, CA, 95670
www.affinityengineering.com

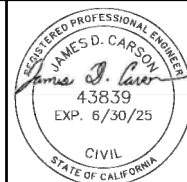
James D. Carson

James D. Carson
C43839
Principal Engineer



LOCATION MAP

CONSULTANT:
AFFINITY
ENGINEERING
3221 FITZGERALD RD, Rancho Cordova, CA, 95670
www.affinityengineering.com



NO.	REVISION DESCRIPTION	BY	DATE

CLIENT:

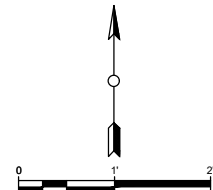
Olivehurst Public Utility District
1970 9th Avenue,
Olivehurst, CA 95961

PROJECT:
WELL #35 CONSTRUCTION

SCALE:
ATTENTION
LINE IS 2" AT FULL SIZE
(SCALE ACCORDINGLY)

HYDROGEOLOGICAL
SHEET TITLE:
COVER SHEET

SHEET NAME:
W1
SHEET NUMBER:
1 OF 5
2/13/25



TEMPORARY PIPING FOR
DICHARGE OF WELL
DEVELOPMENT AND TEST WATER

DEVELOPMENT WATER TO BE DISCHARGED ONTO
ADJACENT ORCHARD OR 300-FT BUFFER ZONE. TURBIDITY
100-500 NTUs, APPROXIMATELY 500,000 GALLONS.

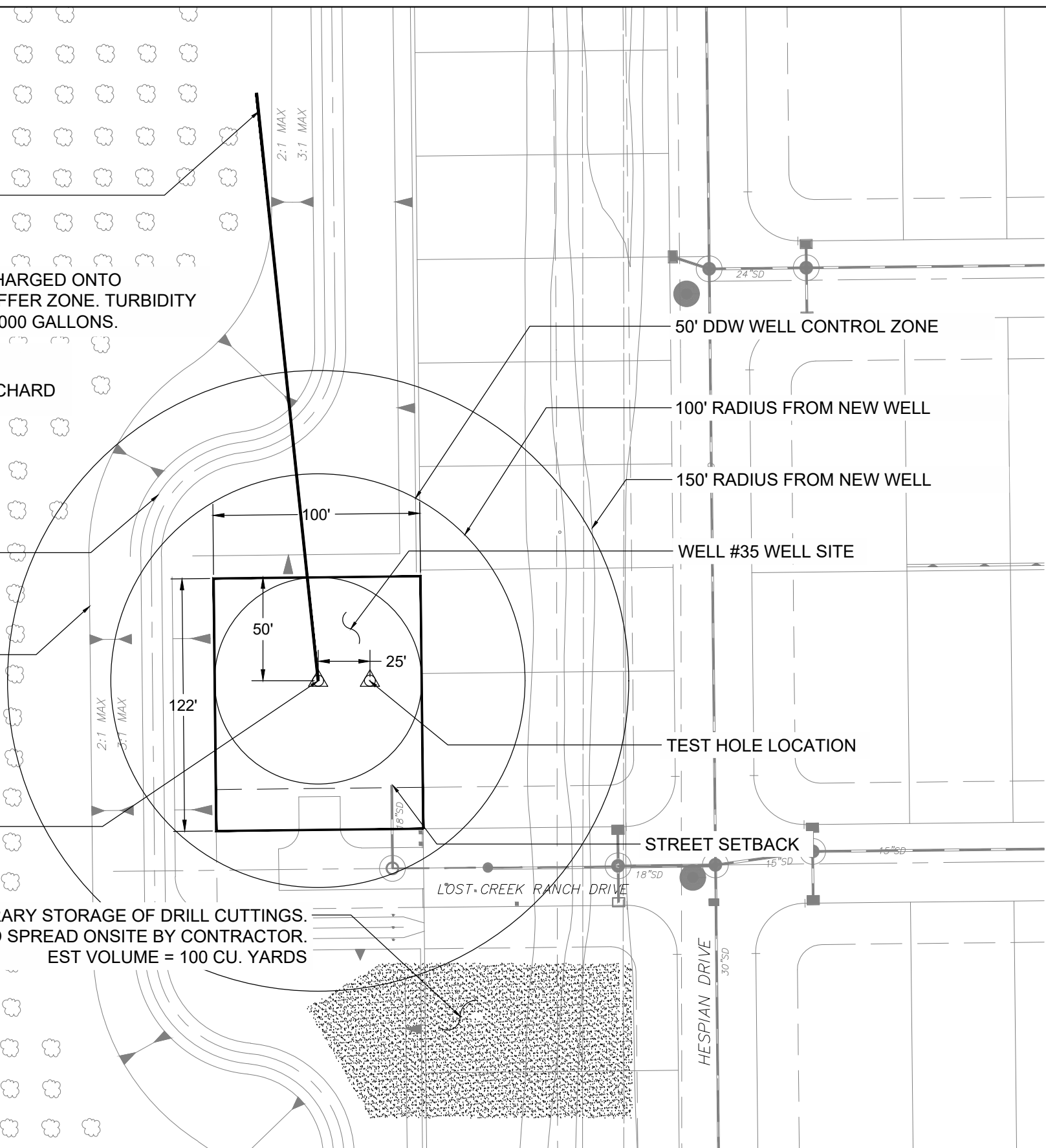
PUMP TESTING WATER TO BE
DISCHARGED ONTO ADJACENT ORCHARD

BIKE TRAIL

IRRIGATION DITCH

WELL #35 LOCATION

TEMPORARY STORAGE OF DRILL CUTTINGS.
DRY AND SPREAD ONSITE BY CONTRACTOR.
EST VOLUME = 100 CU. YARDS



CONSULTANT:

AFFINITY
ENGINEERING

3221 FITZGERALD RD, Rancho Cordova, CA, 95670
www.affinityengineering.com

REGISTERED PROFESSIONAL ENGINEER
JAMES D. CARSON
43839
EXP. 6/30/25
CIVIL
STATE OF CALIFORNIA

NO.	REVISION DESCRIPTION	BY	DATE

CLIENT:

Olivehurst Public Utility District
1970 9th Avenue,
Olivehurst, CA 95961

PROJECT:

WELL #35 CONSTRUCTION

SCALE:
1" = 30'

ATTENTION
LINE IS 2" AT FULL SIZE
(SCALE ACCORDINGLY)

HYDROGEOLOGICAL

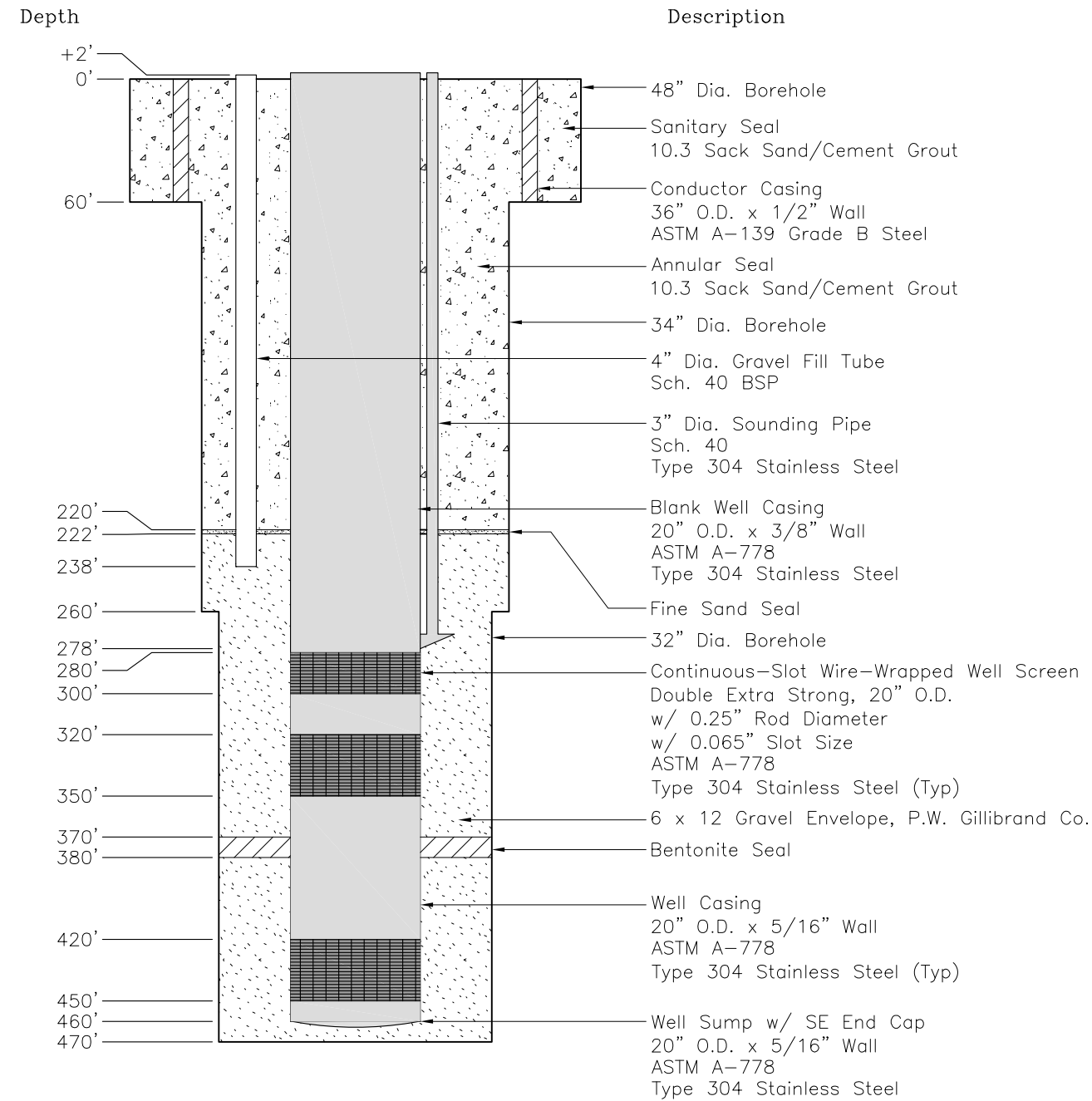
SHEET TITLE:
SITE PLAN

SHEET NAME:
W2

SHEET NUMBER:
2 OF 5

4/13/25

**OLIVEHURST PUD
WELL NO. 35
PRELIMINARY WELL PROFILE**



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ENGINEERING
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1970 9th Avenue,
Olivehurst, CA 95961

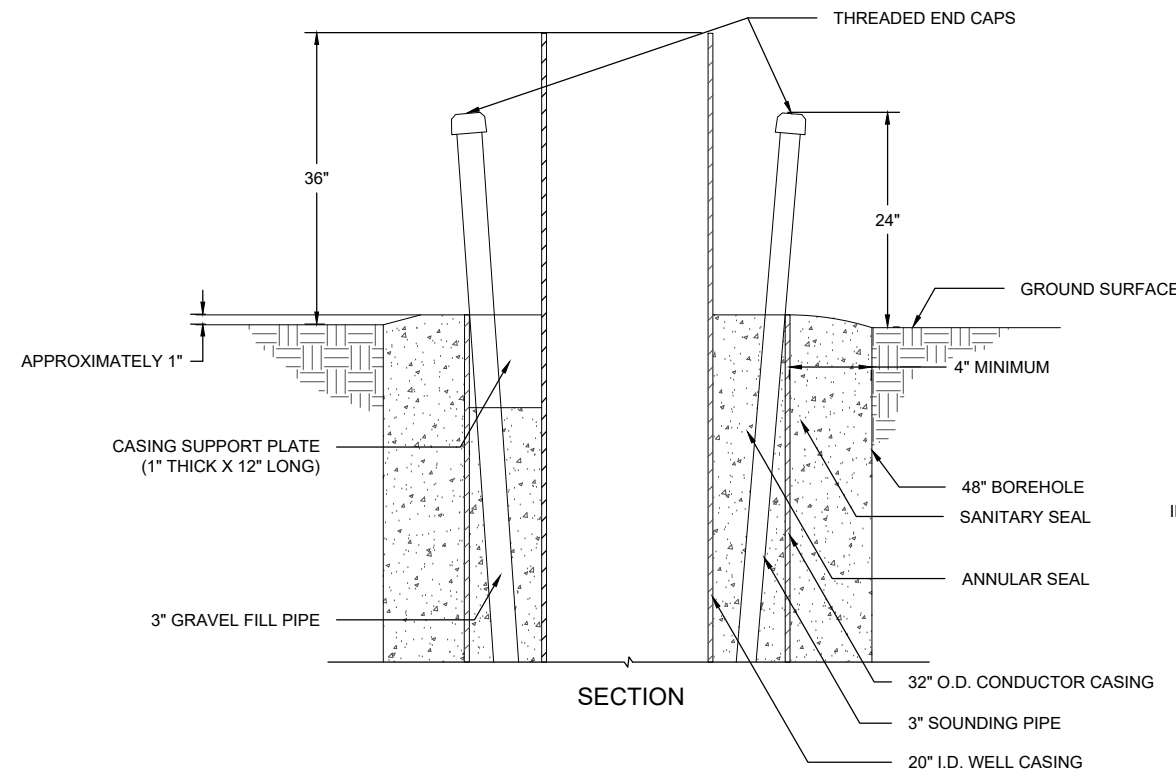
PROJECT:
**WELL #35
PRODUCTION WELL**

SCALE:
N.T.S
ATTENTION
LINE IS 2" AT FULL SIZE
(SCALE ACCORDINGLY)

HYDROGEOLOGICAL
SHEET TITLE:
PRELIMINARY WELL DESIGN

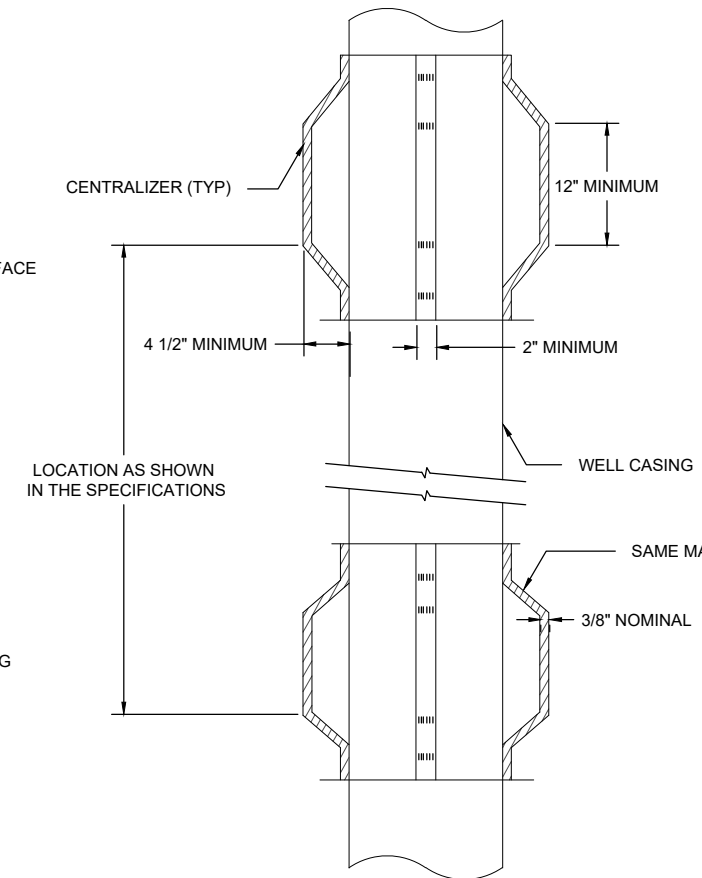
SHEET NAME:
W3
SHEET NUMBER:
3 OF 5
2/13/24

WELL CASING AND PIPES AT GROUND SURFACE



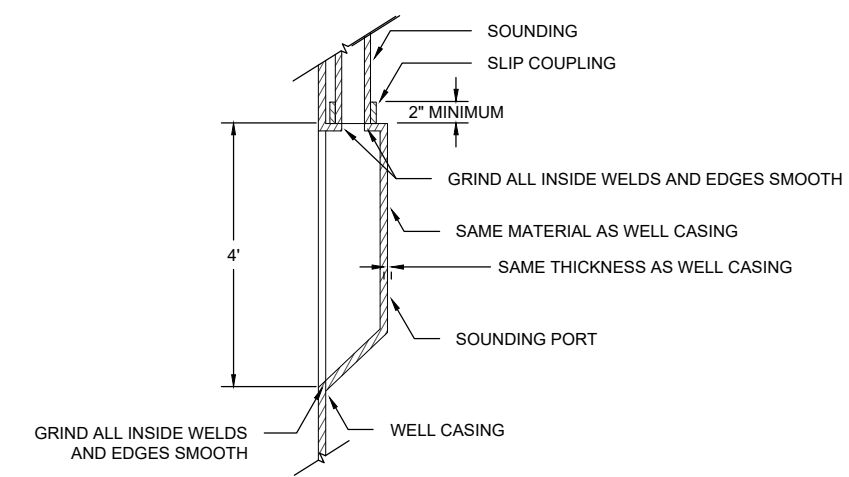
SECTION

CENTRALIZERS

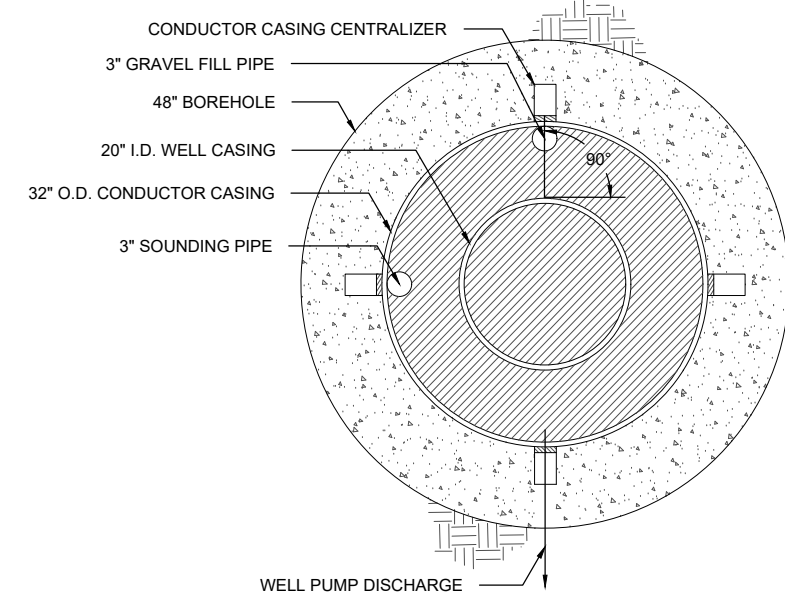


SECTION

SOUNDING BOX SECTION

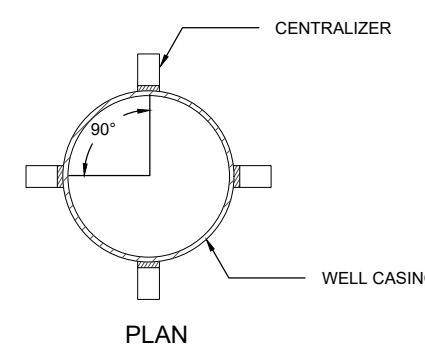


SECTION

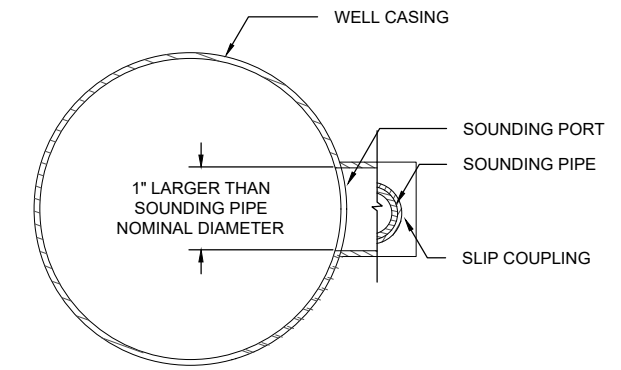


PLAN

NOTE: WELL CASING CENTRALIZERS NOT SHOWN

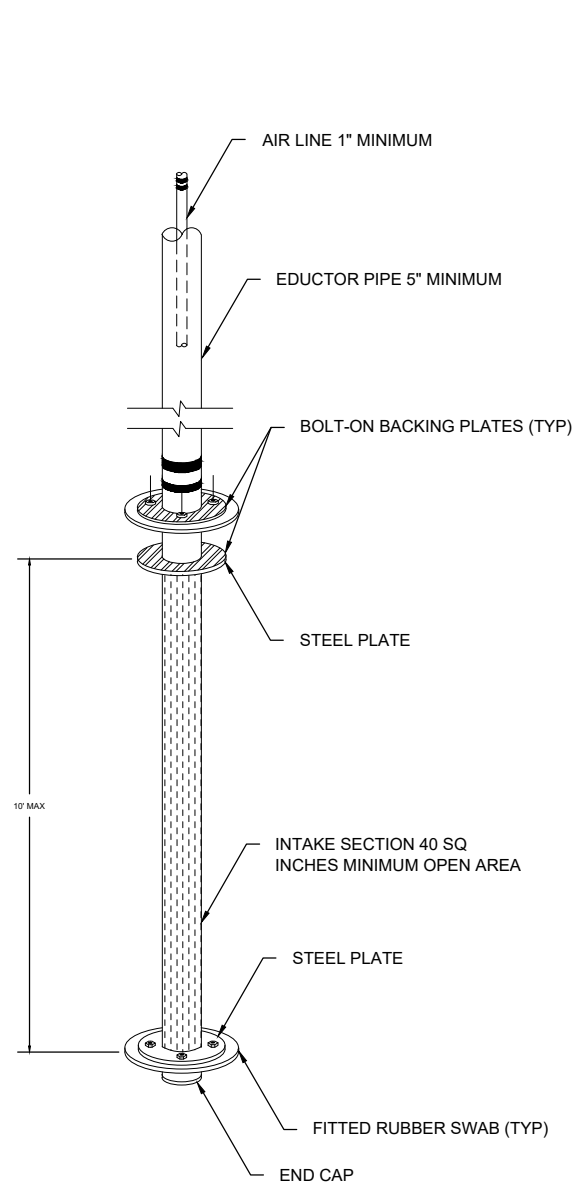


PLAN

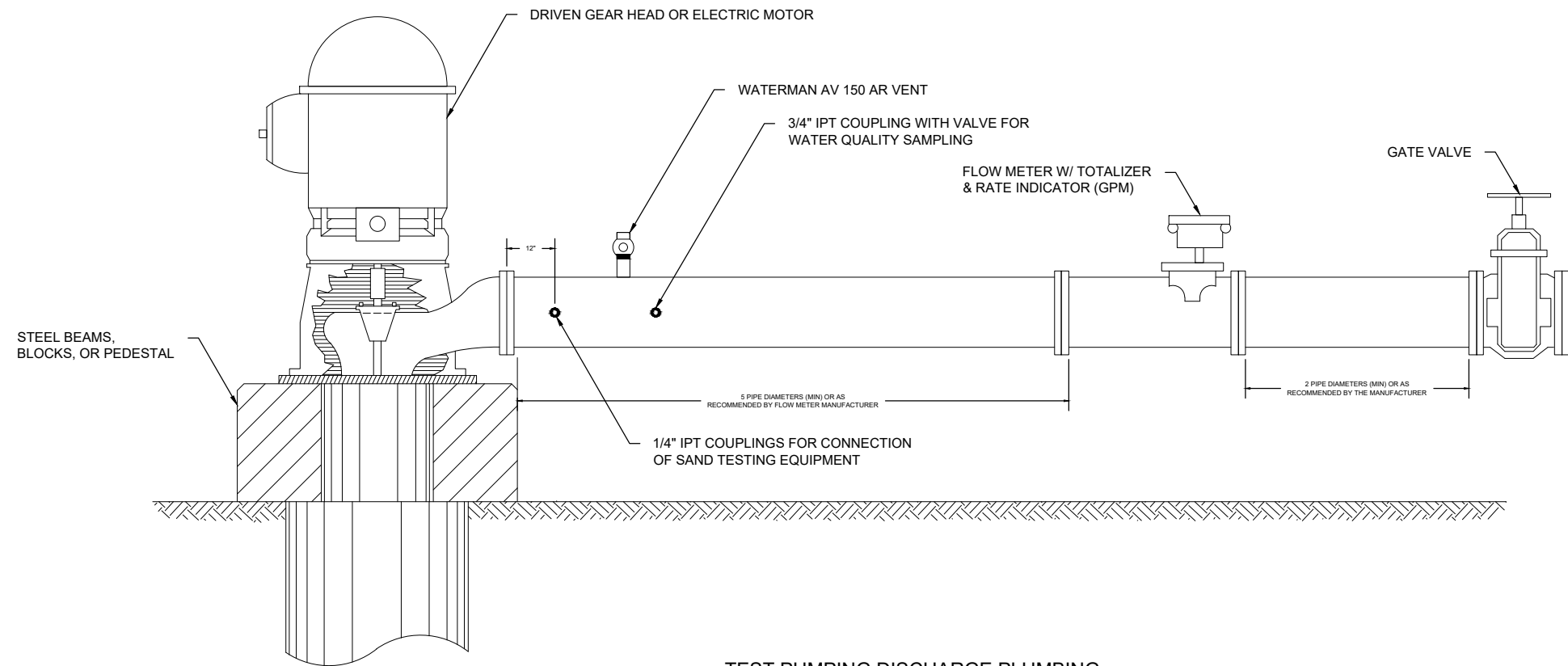


PLAN VIEW (SECTION)

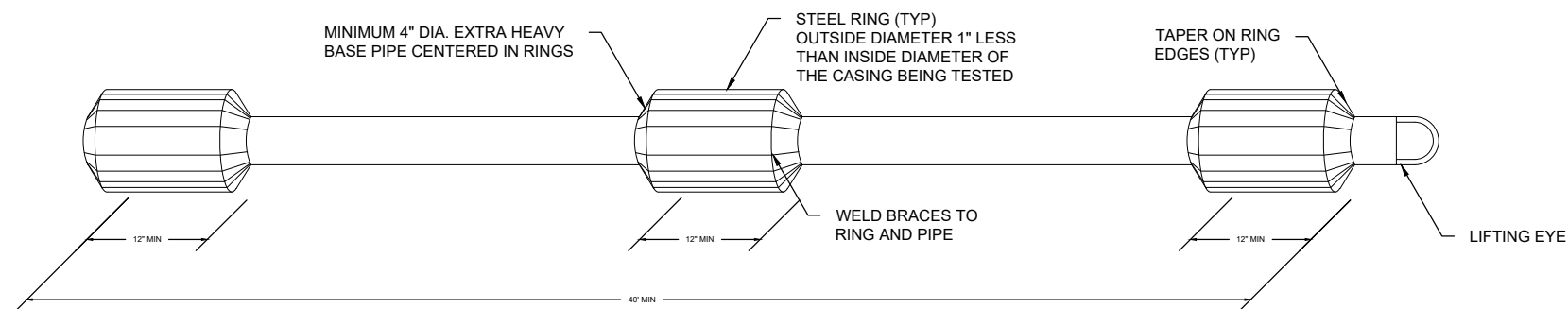
CONSULTANT: AFFINITY ENGINEERING 3221 FITZGERALD RD, Rancho Cordova, CA, 95670 www.affinityengineering.com		NO.	REVISION DESCRIPTION	BY	DATE	CLIENT: Olivehurst Public Utility District 1970 9th Avenue, Olivehurst, CA 95961	PROJECT: WELL #35 CONSTRUCTION	SCALE:	SHEET TITLE: HYDROGEOLOGICAL WELL CONSTRUCTION DETAILS	SHEET NAME: W4
								ATTENTION LINE IS 2" AT FULL SIZE (SCALE ACCORDINGLY)		SHEET NUMBER: 4 OF 5 2/13/25



DOUBLE SWAB TOOL
SCALE: N.T.S.



TEST PUMPING DISCHARGE PLUMBING
SCALE: N.T.S.



ALIGNMENT TESTING TOOL
SCALE: N.T.S.

CONSULTANT:

AFFINITY
ENGINEERING

3221 FITZGERALD RD, Rancho Cordova, CA, 95670
www.affinityengineering.com

NO.	REVISION DESCRIPTION	BY	DATE

CLIENT:

Olivehurst Public Utility District
1970 9th Avenue,
Olivehurst, CA 95961

PROJECT:

WELL #35 CONSTRUCTION

SCALE:

ATTENTION
LINE IS 2" AT FULL SIZE
(SCALE ACCORDINGLY)

HYDROGEOLOGICAL

SHEET TITLE:

WELL CONSTRUCTION DETAILS

SHEET NAME:

W5

SHEET NUMBER:

5 OF 5

2/13/25