Contract Documents and Construction Specifications

SEQUOIA RESERVOIR – INTERIOR COATING

Scotts Valley Water District
Santa Cruz County, California

OCTOBER 2019

COATING INSPECTION: BAY AREA COATING CONSULTING, INC.
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1-A NOTICE INVITING BIDS

SCOTTS VALLEY WATER DISTRICT

SEQUOIA RESERVOIR - INTERIOR RECOATING

Date Issued: October 21st, 2019
Date Published: October 22nd, 2019

Notice is hereby given that sealed bids will be received by the Scotts Valley Water District ("District") in the District Office at the time, date and place below for furnishing all labor, materials, equipment, and services for the construction of improvements designated as the Scotts Valley Water District SEQUOIA RESERVOIR - INTERIOR RECOATING at which time and place bids will be publicly opened and read.

Location: Scotts Valley Water District
2 Civic Center Drive, Scotts Valley CA 95066

Time: Before 2:00 PM, November 21st, 2019

After bids are opened, they will be referred to staff for subsequent action. The District reserves the right to reject any or all bids and to waive any errors or discrepancies. Any bids received after the scheduled closing time for receipt of bids will be returned unopened.

PROJECT DESCRIPTION

The Sequoia Reservoir - Interior Recoating Project involves providing all labor, materials, equipment and incidentals required to remove all interior coatings and repaint the reservoir interior shell, rafters, floor, ladder, overflow, interior roof plates, roof drain piping, and all other miscellaneous steel on the interior of one potable water reservoir with an NSF/UL 61 lining system. The Project further includes coordination of interior coat work with the installation by others of a Tideflex Mixing System.

REQUIREMENTS

Contractor's License
To submit a bid the Contractor must possess licenses valid in the State of California C-33 License. In accordance with the provisions of California Business and Professions Code Section
7028.15, a bid submitted to the District by a Contractor who is not licensed in accordance with applicable laws shall be considered non-responsive.

**Time Limit for Completion**
The successful bidder will have 45 calendar days to substantially complete the Sequoia Reservoir - Interior Recoating from the Notice to Proceed. Note that time required for other contractors to install the Tideflex Mixing System shall be included in this 45 calendar days. Liquidated Damages in the amount of $1,000 per day will be assessed for each calendar day the work remains incomplete beyond the time fixed above for completion pursuant to Section 2-F, Special Conditions, and Liquidated Damages.

**Mandatory Pre-Bid Conference**
A mandatory pre-bid conference will be held at 1 PM on Tuesday, November 5th at the Sequoia Tank Site. Meeting will start at the District Office (2 Civic Center Drive, Scotts Valley CA). The Pre-bid Conference and Site Visit will last approximately 1 hour including a visit to the tank site. The Tank will NOT be emptied for review, but top hatch will be opened for viewing. Attendance at the pre-bid conference is mandatory for all prospective bidders.

**Prevailing Wage and Labor Code Compliance**
The District hereby advises all bidders that the successful bidder shall: (a) Employ the appropriate number of apprentices on the job site as set forth in California Labor Code 1777.5; (b) Provide Workers’ Compensation coverage, as set forth in California Labor Code Sections 1860 and 1861; (c) Keep and maintain the records of work performed on the public works Sequoia Reservoir - Interior Recoating, as set forth in California Labor Code Section 1812; (d) Keep and maintain the records required under California Labor Code Section 1776 which shall be subject to inspection pursuant to California Labor Code Section 1776 and California Code of Regulations, Division 1, Chapter 8, Subchapter 3, Article 6, Section 16400(e); (e) Be subject to other requirements imposed by law; and (f) pay prevailing wages as required by Labor Code Sections 1770, 1773, 1773.1, 1773.6 and 1773.7 as amended.

**Notice of Public Works Registration**
Notice is hereby given that no contractor or subcontractor may be listed on a bid proposal for a public works Sequoia Reservoir - Interior Recoating unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a). No contractor or subcontractor may be awarded a contract for public work on a public works Sequoia Reservoir - Interior Recoating unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
This Sequoia Reservoir - Interior Recoating is subject to compliance monitoring and enforcement by the Department of Industrial Relations. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) if required by law.

OBTAINING DOCUMENTS

Electronic copies of all Contract Documents are available per request. All prospective bidders shall register with the District by calling 831-438-2363 or emailing engineering@svwd.org. The Contract Documents are also available on District website www.svwd.org.

CONTACT INFORMATION

Pre-Bid Inquiries. Bidders may submit pre-bid inquiries or clarification requests. Bidders are solely and exclusively responsible for submitting such inquiries or clarification requests not less than Fourteen (14) days prior to the scheduled closing date for the receipt of Bid Proposals. The District will not respond to any bidder inquiries or clarification requests unless such inquiries or clarification requests are timely submitted.

QUESTIONS CONCERNING THIS SEQUOIA RESERVOIR - INTERIOR RECOATING PROJECT SHOULD BE SUBMITTED TO THE OWNER’S REPRESENTATIVE:

Scotts Valley Water District

2 Civic Center Drive

Scotts Valley, CA 95066

Attn: David McNair – Operations Manager

(831) 600-1903

DMcNair@svwd.org

END OF DOCUMENT
1-B INSTRUCTION TO BIDDERS

SCOTTS VALLEY WATER DISTRICT

SEQUOIA RESERVOIR - INTERIOR RECOATING

GENERAL

The work to be performed is described in the Bid Documents and Plans, Drawings and Specifications titled SEQUOIA RESERVOIR - INTERIOR RECOATING. All bidders shall carefully examine the Contract Documents and satisfy themselves as to their sufficiency. Prior to submission of a bid, the bidder shall notify the District of any conflicts, errors of discrepancies in the Contract Documents prior to the submission of its bid. Intended bidders shall have visited the site of the work and familiarized themselves with the conditions there existing as well as all other conditions relating the construction and labor under which the work will be performed and affecting cost, progress or performance of the work. The submission of a bid shall be considered an acknowledgment on the part of the Bidder of its familiarity with conditions at the site of work.

PRE-BID CONFERENCE

A mandatory pre-bid conference will be held at the time and place stipulated in the Notice Inviting Bids. The conference will be conducted by the District. Subcontractors and other interested parties are invited and encouraged to attend.

POSTPONEMENT OF BID OPENING

The District reserves the right to postpone the date and time for receiving and/or opening of bids at any time prior to the date and time established in the Notice Inviting Bids. Postponement notices may be faxed or emailed and will subsequently be mailed to registered plan holders of record in the form of addenda.

INTERPRETATIONS

No oral representations or interpretations will be made to any bidder as to the meaning of the Contract Documents. Requests for an interpretation shall be made in writing and delivered to the District's Representative at least fourteen (14) days before the bids are opened.
ADDENDA

Addenda may be issued to all known plan holders during the Bid period. Any and all addenda issued shall become a part of the Contract Documents shall be acknowledged on the Bid Form, and shall be fully considered by all bidders during their preparation of bids.

SUBSTITUTIONS

No Substitutions will be granted for this project.

REQUIRED BID FORMS

Bids for the work shall be made on the forms contained in the section and shall include the following completed documents:

1-C Bid Form
1-D Bid Bond (or use form supplied by bonding company)
1-E Subcontractors List
1-F Statement of Qualifications
1-G Non-Collusion Affidavit
1-H Bidder Certifications
1-I Iran Contracting Act Certification

BID SUBMISSION

Before the deadline for the submission of bids, a complete set of bid forms listed above, shall be placed in an envelope, sealed, and addressed to the Owner’s Representative:

David McNair – Operations Manager
Scotts Valley Water District
2 Civic Center Drive, Scotts Valley CA 95066

The envelope shall reflect the name of the Project: Sequoia Reservoir - Interior Recoating. Bids shall give the prices proposed in figures and words, shall give all other information requested herein, and shall be signed by the bidder or an authorized representative. By submission of a bid, the bidder certifies that the bidder has obtained a complete set of the Contract Documents and is aware of the entire contents thereof, including all addenda.
BID OPENING

After the expiration of the time for submission of bids, all bids will be publicly opened, read, declared, and referred to staff for action.

MODIFICATION OF BIDS

Modification of a bid already received will be considered only if the modification is received prior to the time established for receiving bids.

WITHDRAWAL OF BID

Any bid may be withdrawn prior to the time established for receiving bids, provided that a written request for withdrawal of bids, executed by the bidder or his duly authorized representative, is filed with the District. The bid will be considered null and void and will be returned to the Contractor unopened. The withdrawal of a bid in such a manner will not prejudice the right of a bidder to file a new bid prior to the time established for receiving bids.

BID FORM

The Bid shall be submitted on Form 1-C-Bid Form.

BID PRICES

Bid prices shall include everything necessary for the completion of construction and fulfillment of the work described in the Contract Documents. Bid prices shall include all federal, state and local taxes including sales and use taxes. Costs for developing, submitting, and presenting bids are the sole responsibility of the bidder.

BID BOND

Bids shall be accompanied by a cashier’s check, a certified check or a bidder’s bond executed by an admitted surety in an amount not less than ten (10) percent of the aggregate of the bid amount, payable to the order of the District. The check or bond shall be a guarantee that the successful bidder, if awarded the work, will within ten (10) days after notice of its award to the successful bidder: (1) enter into a contract, (2) furnish a bond of faithful performance and a bond, (3) furnish insurance policies and endorsements and (4) prior to issuance of the final Sequoia Reservoir - Interior Recoating payment the successful bidder must submit a warranty or maintenance bond. In case of refusal or failure to enter into the Contract, the bid guaranty check or bond, as the case may be, shall be forfeited to the District, the proceeds therefrom being hereby agreed upon as liquidated damages to the District on account of the delay in the
execution of the Contract and required bonds and the performance of the work thereunder, and the necessity of accepting a higher or less desirable bid resulting from such failure or refusal to execute the Contract and the bonds as required. Upon the execution of the Contract and the approval on behalf of the District of the accompanying bonds and insurance policies and endorsements, all certified checks that accompany bids and that have not heretofore been returned will be returned, each to its maker. Form 1-D Bid Bond Form

SUBCONTRACTORS

In accordance with California Public Contracting Code Section 4100, et. seq., each bid shall have listed the name, type or trade, portion of work to be performed, and location of the place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement, or of any subcontractor licensed by the State of California who, under subcontract to the bidder, will specifically fabricate and install a portion of the work or improvement according to detailed drawings contained in the Bid Documents, in an amount in excess of one-half of one percent of the bidder’s total bid or $10,000, whichever is greater. If the Contractor fails to designate in its proposal a subcontractor for any portion of the work as required above, the bidder shall be deemed to have agreed to perform such portion of the work itself and shall not be permitted to subcontract that portion of the work without the written permission of the District in accordance with applicable law. Form 1-E-Subcontractors List

BIDDER CERTIFICATIONS

The Contractor shall complete and submit with its bid the Statement of Qualifications Form 1-F – Statement of Qualifications

NON-COLLUSION AFFIDAVIT

In accordance with Public Contract Code Section 7106, the Contractor shall complete and file with its bid the Non-Collusion Affidavit. Form 1-G Non-Collusion Affidavit

BIDDER CERTIFICATIONS

The Contractor shall complete and submit with its bid the Bidder Certifications Form 1-H -- Bidder Certifications

Iran Contracting Certification

The Contractor shall complete and submit with its bid the Iran Contracting Certification Form 1-I – Iran Contracting Act Certification
BID IRREGULARITIES

Bids which contain omissions or material irregularities of any kind may be rejected. No oral, telegraphic, facsimile or telephonic bids or modifications will be considered. The District may, however, waive any irregularities in the bid process.

AWARD

If an award is made, it will be based on the lowest responsive, responsible bid.

INSURANCE, PAYMENT BOND, AND PERFORMANCE BOND

The successful bidder shall, within ten (10) days of the notice of award, provide the insurance, and the payment and performance bonds as required in Section 4-of the Contract Award Documents.

LOCAL BUSINESS LICENSE

All Contractors shall have a local business license before performing work on the Sequoia Reservoir - Interior Recoating if required by the City of Scotts Valley.

END OF DOCUMENT
1-C BID FORM

SCOTTS VALLEY WATER DISTRICT

SEQUOIA RESERVOIR - INTERIOR RECOATING

Contractor: 

Business Address: 

Phone: Email: 

Contractor License: Class: Expiration Date: 

DIR Registration 

Pursuant to the Notice Inviting Bids, and in compliance with the Instructions to Bidders, having obtained and reviewed the Contract Documents and the Sequoia Reservoir - Interior Recoating site, the undersigned hereby proposes to furnish all work, labor, materials, transportation, equipment, and services necessary, including State of California and local sales or use taxes, license, and permit fees, for the Scotts Valley Water District’s SEQUOIA RESERVOIR - INTERIOR RECOATING project, all in accordance with the Contract Documents together with addenda issued prior to or at the time of bidding, if any, now on file with the District Representative, for the sum of

Dollars $ 

All bid entries must be filled in.

Addenda Received and Reviewed:

(Indicate with check marks in respective boxes)

Addenda Number and Date

Reviewed  

Reviewed  

Reviewed  

Reviewed  

Reviewed  

Reviewed  

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Reviewed  

Reviewed
The undersigned agrees that the enclosed cash deposit, cashier’s check, certified check, or surety bond accompanying this bid shall be left on deposit with the District, that its amount is the measure of the liquidated damages which the District will sustain by the default of the undersigned through failure to execute and deliver the above agreement, insurance and bonds within ten (10) calendar days of written notice of the award of the contract and the money or surety bond so deposited by Contractor shall be collectible and become the property of the District in case of such default.

By submission of a bid, a bidder certifies possession of duly issued and valid contractor’s license issued by the State of California, which license authorized bidder to contract to perform the type of work required by the Contract Documents. Should the bidder fail to provide below the number and classification of bidder’s State of California Contractor’s License, the District may reject this bid. Pursuant to Business and Professions Code 7028.15, the undersigned further certifies, under penalty of perjury under the laws of the State of California, that the representations made herein are true and correct.

Signed: __________________________ Date: ____________
Name: __________________________ Phone: __________________________
Email: __________________________

Signed: __________________________ Date: ____________
Name: __________________________ Phone: __________________________
Email: __________________________

Signed: __________________________ Date: ____________
Name: __________________________ Phone: __________________________
Email: __________________________

(NOTE TO BIDDERS: No bid shall be valid unless signed by the person making the bid. If the party is an individual, the same shall be signed by the individual; if the party is a partnership, the name of the partnership shall be given and signed by one of the partners; if the party is a corporation, the bid should be signed by the corporation by its properly authorized officer or officers.)

END OF DOCUMENT
1-D BID BOND

TO BE EXECUTED BY BIDDER AND

SUBMITTED WITH BID FORM

Bid Bond to be 10% of Bid.

KNOW ALL MEN BY THESE PRESENTS: THAT

__________________________________________ as Contractor and

__________________________________________ as Surety,

hereinafter are jointly and severally held and firmly bound unto the Scotts Valley Water District ("District"), each in the penal sum of ten percent (10%) of the total amount of the bid of the Contractor for the work, this sum not to exceed ________________ Dollars of lawful money of the United States to the District, the Contractor and Surety, jointly and severally, bind themselves forever firmly by these presents.

WHEREAS, the Contractor is herewith submitting its bid for the fulfillment of the Project entitled:

SCOTTS VALLEY WATER DISTRICT'S SEQUOIA RESERVOIR - INTERIOR RECOATING

NOW, THEREFORE, the condition of this obligation is such that if the Contractor is awarded the Contract, and if the Contractor within the time specified in the proposal for such Contract enters into, executes and delivers to the District an agreement in the form provided herein complete with evidence of insurance, and if the Contractor within the time specified in the proposal gives to the District the performance bond and the labor and material bond on the forms provided in the Contract Documents for the above-referenced Sequoia Reservoir - Interior Recoating, then this obligation shall be void; otherwise, the Contractor and Surety will pay unto the District the difference in money between the total amount of the proposal of the Principal and the amount which the District legally contracts with another party to fulfill the contract if the latter amount be in excess of the former, but in no event shall the Surety's liability exceed the penal sum hereof.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as Contractor and that nothing of any kind or nature whatsoever that will not discharge the Contractor shall operate as a discharge or a release of liability of the Surety.
IT IS FURTHER DECLARED by the Surety herein that it is duly admitted and authorized as a Surety to do business in the State of California.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of the Contractor, and Surety and the District and their respective heirs, executors, administrators, and successors and assigns.

CONTRACTOR

Signed: _________________________________  Signed: _________________________________
Name: _________________________________  Name: _________________________________
Title: _________________________________  Title: _________________________________

Note: Surety signature must be notarized

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<th>Name of Subcontractor and Location of Place of Business</th>
<th>Description of Work</th>
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(Bidder to attach additional sheets if necessary)

*Pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720) of the California Labor Code.

END OF DOCUMENT
1-F NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID FORM

State of California

County of Santa Cruz

______________________________________________ (name), being first duly sworn, deposes

and says that he or she is the ____________________________________________ (title)

of ____________________________________________ (name of bidder), the party making

the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed

person, partnership, company, association, organization, or corporation; that the bid is genuine

and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any

other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired,

connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall

refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by

agreement, communication, or conference with anyone to fix the bid price of the bidder or any

other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any

other bidder, or to secure any advantage against the public body awarding the contract of

anyone interested in the proposed contract; that all statements contained in the bid are true;

and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any

breakdown thereof, or the contents thereof, or divulged information or data relative thereto,

or paid, and will not pay, any fee to any corporation, partnership, company association,

organization, bid depository, or to any member or agent thereof to effectuate a collusive or

sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is

true and correct.

Name: ____________________________________________

Date: ____________________________________________

Title: ____________________________________________

END OF DOCUMENT
1-G STATEMENT OF QUALIFICATIONS

MINIMUM BIDDER QUALIFICATIONS

Bidders must be duly licensed in accordance with the California Business & Professions Code and have a history of work performance sufficient to meet the requirements of a responsible bidder in the California Public Contract Code Section 1104.

Bidders must have three (3) years of recent experience in the performance of work similar to the Sequoia Reservoir - Interior Recoating.

Bidders must demonstrate successful experience with the type of work of the Sequoia Reservoir - Interior Recoating project, to include, within the past two year, completed five (5) recoating projects of a similar nature and complexity with a contract dollar amount of at (i) least 75% of the amount of Bidder’s Bid or (ii) 125% of such amount in the aggregate.

Provide at least three (3) references for each recoating project completed by the contractor which demonstrate successful completion of a project of a similar nature and complexity to the Sequoia Reservoir - Interior Recoating project which is the subject of this bid process:

REFERENCE INFORMATION

Name of Project: ________________________________
Total Project Cost: ________________________________
Total cost of work: ________________________________
Performed by bidder: ________________________________
Date Contract Awarded: ________________________________
Owner Name: ________________________________
Contact Person: ________________________________
Address: ________________________________
Phone: ________________________________
Fax: ________________________________
E-mail: ________________________________
## Reference Information

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The undersigned contractor hereby certifies it meets the Minimum Bidder Requirements and that the contact information listed above is true, complete and correct. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: ________________________________

Contractor: ________________________________

END OF DOCUMENT
1-H BIDDER CERTIFICATIONS

TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to Owner:

STATEMENT OF CONVICTIONS

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, un-appealable 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.

CERTIFICATION OF WORKER’S COMPENSATION INSURANCE

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Labor Code Section 3700 of the Labor Code 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.

CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Labor Code 1773 of the California Labor Code, which requires the payment of prevailing wage on public Sequoia Reservoir - Interior Recoatings. Also, that the Contractor and any subcontractors under the Contractor shall comply with California Labor Code 1776, regarding wage records, and with California Labor Code 1777.5, regarding the employment and training of apprentices. It is the Contractor’s responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

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 of the California Labor Code and that Contractor and Subcontractors are eligible to bid and work on public works Sequoia Reservoir - Interior Recoatings.

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.
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 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.

CERTIFICATION OF ADEQUENCY 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.

CERTIFICATION REGARDING DIR CONTRACTOR / SUBCONTRACTOR REGISTRATION

By my signature hereunder, as the Contractor, I certify that Contractor and all Subcontractors listed on the 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. Subcontractors’ registration numbers are as indicated on the Subcontractors List.

CERTIFICATION OF BIDDER

By my signature hereunder, as the Contractor, I certify that the foregoing information is true and correct.

Bidder: ____________________________________________________________  (Name of Bidder)

Date: ______________________________________________________________  (Date)

By:  ________________________________________________________________  (Signature)

Name:  ______________________________________________________________  (Print Name)

Title:  _______________________________________________________________  (title)

END OF DOCUMENT
1-I IRAN CONTRACTING ACT CERTIFICATION

As specified in the INSTRUCTIONS TO BIDDERS, pursuant to Public Contract Code section 2204, each bidder submitting a Bid in which the Total Amount set forth on its Bid Schedule is $1,000,000 or more must also submit with its bid this IRAN CONTRACTING ACT CERTIFICATION, and the failure to submit the IRAN CONTRACTING ACT CERTIFICATION may render the bid non-responsive.

The undersigned Bidder certifies as follows (check the applicable circumstance):

□ The company submitting the accompanying bid is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b), and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

□ The company submitting the accompanying bid has previously received written permission from the District, pursuant to subdivision (c) or (d) of Public Contract Code section 2203, to submit a bid. A copy of the written permission from the District is submitted with the accompanying bid.

I, the person signing below, hereby certify that I am duly authorized to execute this certification on behalf of the Company identified below, and that I am aware that Public Contract Code section 2205 establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts.

Bidder:  ________________________________  (Name of Bidder)

Date:  ________________________________  (Date)

By:  ________________________________  (Signature)

Name:  ________________________________  (Print Name)

Title:  ________________________________  (title)

END OF DOCUMENT
SECTION 2 PROJECT SPECIFIC PLANS AND SPECIFICATIONS

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2-A DESCRIPTION OF WORK

The Contractor shall provide all labor, materials, equipment, and incidentals required to remove all the existing interior coatings and repaint Sequoia Reservoir interior shell, rafters, floor, ladder, overflow, interior roof plates, roof drain piping, and all other miscellaneous steel on the interior of one potable water reservoir with an NSF/UL 61 lining system. The full coating system shall be an NSF/UL 61 system for contact in potable water service. Contractor shall coordinate with other Contractors employed by the District to allow installation of pipe stands and Tideflex mixing system with required coating protection during installation and subsequent coating inspection/repair.

Structure: carbon steel/ welded sequoia reservoir

Year Built: 1983

Diameter: 85’

Shell Height: 32’

Capacity: 1.25 MG.

END OF DOCUMENT
2-B REPORTS AND INFORMATION ON EXISTING CONDITIONS

List attached reports and information:

2-C CEQA CONDITIONS AND MITIGATION MEASURES

List attached reports and information:

1. Not Applicable

END OF DOCUMENT
2-D PROJECT SPECIFIC PLANS AND SPECIFICATIONS

List Project Specific Plans and Specifications

1. Coating Rehabilitation of Reservoir Interior – Bay Area Coating Consulting, Inc.
2. Contractor/Coating Contractor Interaction & Compliance – Bay Area Coating Consulting, Inc.
1 COATING REHABILITATION OF INTERIOR LINING

1.01 SCOPE OF WORK

The Contractor shall provide all labor, materials, equipment and incidentals required to remove all the existing interior coatings and repaint the reservoir interior shell, rafters, floor, ladder, overflow, interior roof plates, roof drain piping, and all other miscellaneous steel on the interior of one potable water reservoir with an NSF/UL 61 lining system. The full coating system shall be an NSF/UL 61 system for contact in potable water service. Scope of work to include coordination with other Contractors employed by the District to allow installation of pipe stands and Tideflex mixing system with required coating protection during installation and subsequent coating inspection/repair.

Structure: carbon steel/ welded sequoia reservoir

Year Built: 1983

Diameter: 85’

Shell Height: 32’

Capacity: 1.25 MG.

1) The shell to roof seam shall be caulked with Sika 1-A.

2) The existing lining system on the floor and up 20’+ is hot mop enamel. Above 20’ is coal tar epoxy.

3) The District will drain the reservoir. The reservoir may have up to six inches of water and silt remaining. The Contractor shall be responsible for disposing the remaining water and silt. The Contractor shall remove the existing C/P system and replace when the interior is complete, prior to disinfection. The Contractor shall have a C/P firm verify in writing that the system has been properly installed and is in working order.

4) The District is adding a Tideflex mixing system within the interior of the tank while the tank is off-line and being rehabilitated. This work will be performed by a separate Contractor and is not part of this contract. This installation will require coordination between projects. Pipe stands will need to be installed by welding to the tank floor after the interior coating is removed, prior to coating. Installation of the Mixing System will take place after coating is complete, prior to final inspection. Installation Contractor shall provide protection of the installed coating during Mixing System installation, Coating Contractor shall provide any required repairs of the coating subsequent to
Mixing System installation. Coating Contractor will be required to coordinate timing of this work with the installation Contractor.

5) The Contractor shall have a current California C-33 license. The Contractor shall submit five projects within the last two years using plural component equipment and NSF-61 100% solids epoxy on the interior of potable water storage tanks. The information shall include name of project, size of project, name and phone number of owner or Engineer.

6) When the new interior coating has completely cured, the Contractor shall clean and disinfect the reservoir.

7) After filling the reservoir, the District shall test the reservoir water for bacteriologic and volatile organic contamination, and for aesthetic quality. The District shall not accept the project until the reservoir water meets California department of health services (DHS) and federal drinking water standards. In addition, the tank will not be accepted until the coating system is free of taste and odor associated with the coating product and does not impart any adverse aesthetic quality to District water.

8) The interior roof, rafters and shell shall be completely coated, tested, repaired and caulked prior to any operations on the floor of the tank. Pipe stands to be installed by separate Contractor prior to coating of floor of tank. Tideflex Mixing System to be installed by separate Contractor subsequent to floor coating and prior to final inspection.

9) The Contractor shall dispose of all wastes from abrasive blasting and any other wastes or debris generated during work. The Contractor shall sample, and test wastes as required by applicable regulatory agencies, and as necessary for classification of wastes prior to disposal. The Contractor shall bear all costs for waste sampling, testing, accumulation, transport, and disposal, including the cost for wastes classified as hazardous and non-hazardous.

10) The Contractor should expect that the entire surface under the existing coatings to be corroded or having mill scale and shall provide for such conditions, accordingly, including complete removal of such materials down to bare steel and providing “white metal blast cleaning” (SSPC/SP # 5) to allow for proper adhesion of the interior coating system.

11) The District shall conduct a one-year anniversary inspection and the Contractor shall provide floor protection, lighting, and scaffolding during the inspection. The Contractor shall be present at the inspection and disinfect the reservoir after repairs are complete.

12) When considering the proposed work schedule, the Contractor shall allow time for the installation of pipe stands prior to floor coating, and for installation of tideflex mixing system subsequent to coating, prior to acceptance by the District. Contractor shall
additionally allow three (3) consecutive working days for the District to fill the reservoir after the coating has cured.

13) At least two days prior to start of work, the Contractor shall arrange with the District for a pre-preparation conference at the job site to ensure that all parties are familiar with the entire project, including specifications and the manufacturer’s printed application instructions.

### 1.02 Governing Standards

1) The following standards (including the most recent update or version) shall govern the work unless specified otherwise in these specifications:

<table>
<thead>
<tr>
<th>Standard</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>SSPC-Vol.1,</td>
<td>Steel Structures Painting Manual, Good Painting Practice.</td>
</tr>
<tr>
<td>SSPC-SP 1</td>
<td>Solvent Cleaning</td>
</tr>
<tr>
<td>SSPC-SP 2</td>
<td>Hand Tool Cleaning</td>
</tr>
<tr>
<td>SSPC-SP 3</td>
<td>Power Tool Cleaning</td>
</tr>
<tr>
<td>SSPC-SP 5</td>
<td>White Metal Blast Cleaning</td>
</tr>
<tr>
<td>SSPC-SP Guide 11</td>
<td>Stripe Coating</td>
</tr>
<tr>
<td>SSPC-SP 7</td>
<td>Brush-Off Blast Cleaning</td>
</tr>
<tr>
<td>SSPC-SP 10</td>
<td>Near White Blast Cleaning</td>
</tr>
<tr>
<td>SSPC-SP 11</td>
<td>Power Tool Cleaning to Bare Metal</td>
</tr>
<tr>
<td>SSPC-AB 1</td>
<td>Mineral and Slag Abrasives</td>
</tr>
<tr>
<td>SSPC-PA 1</td>
<td>Shop, Field and Maintenance Painting</td>
</tr>
<tr>
<td>SSPS-PA Guide 3</td>
<td>Guide to Safety in Paint Application</td>
</tr>
<tr>
<td>SSPS-PA Guide 12</td>
<td>Lighting</td>
</tr>
<tr>
<td>SSPC-Guide to Vis 1-89</td>
<td>Visual Standard for Abrasive Blast Cleaned Steel</td>
</tr>
<tr>
<td>SSPC-V15 (3-93)</td>
<td>Visual Standard for Power &amp; Hand-Tool Cleaned Steel</td>
</tr>
<tr>
<td>AWWA D102-97</td>
<td>Standard for Painting Steel Water-Storage Tanks</td>
</tr>
<tr>
<td>AWWA C652</td>
<td>Disinfection of Water Storage Facilities.</td>
</tr>
<tr>
<td>ISO-8502-3</td>
<td>Preparation of Steel Substrates (Class 2)</td>
</tr>
<tr>
<td>All applicable State and Federal OSHA safety standards.</td>
<td></td>
</tr>
</tbody>
</table>
2) The Contractor shall provide a separate submittal for each material to be used in the work. At a minimum provide submittals for abrasive materials, paint systems, thinners, and any other additives.

3) The Contractor shall include the following data in the interior coating system submittal:

   A. Weight in pounds/gallon – ASTM D-2196
   B. % solids by volume – ASTM D-2369
   C. Percent solids by weight – ASTM D-2369
   D. Air cure dry time to re-coat – ASTM D-1640
   E. Minimum adhesion to steel substrate – ASTM D-4541 using a type II instrument (minimum acceptable adhesion shall be 800 p.s.i.).
   F. Adhesion between coats – ASTM D-4541
   G. Coating system
   H. Abrasives
   I. Manufacturer’s batch numbers and dates of manufacture for materials to be furnished as part of this project.
   J. Letter from dehumidification manufacturer that the equipment has been properly sized as per the specification requirements.

4) The Contractor shall include technical data documenting that the material to be provided complies with these specifications. Submittals will not be accepted until all requirements of this specification have been confirmed.

5) The Contractor shall include the following data in the manufacturer’s recommended handling and installation instructions for the proposed paint system submittal:

   A. Storage – including maximum and minimum storage temperatures
   B. Surface preparation
   C. Coating repair
   D. Application equipment
E. Mixing and application of coating system – including a table of minimum and maximum time to re-coat as a function of temperature

F. Curing – including curing time required before holiday testing, and curing time required before immersion as function of temperature and coating thickness. Minimum and maximum re-coat times.

G. Ventilation and containment system

H. Acceptable temperatures at the time of application.

I. Health and safety plan

J. Fire safety plan.

K. Disposal plan

6) The Contractor shall include the following data in the equipment submittal:

A. Details of vacuum system for removing dust and abrasive from abrasive blast cleaned surfaces.

B. The manufacturer’s latest written operation instructions including recommendations for air filter maintenance and change interval for air compressors used for work.

7) The Contractor shall include the following data in the report submittal:

A. Actual weight of blast cleaning abrasive used for field abrasive blast cleaning, submitted within 24 hours after blasting is completed.

B. Quantity of coating material used for each coat, submitted within 24 hours after completion of each coat.

C. Name of laboratories proposed to be used to test wastes and reservoirs water prior to testing any materials.

D. Laboratory test results for representative waste samples prior to removing any waste materials from the job site. At a minimum, the samples shall be tested for total concentrations of the 17 metals identified in title 22, for comparison to total threshold limit concentrations (ttlc) values. The California waste extraction test (wet) shall be performed for each analyte of each sample for which the total concentration exceeds 10 times the stlc value, if any, as specified in title 22. Toxic characteristic leaching procedure (tclp) testing shall
be performed for each analyte of each sample for which the total concentration exceeds 20 times the TCLP values, if any, specified in the Federal Resource Conservation and Recovery Act. Reactivity, corrosivity, and ignitability testing shall be performed as required by Title 22 and/or the District or representative of the disposal facility.

E. Receipts from disposal site for all wastes. Receipts shall identify disposed material and source, show quantity of disposed material in tons or cubic yards, and show method used for final disposition as buried, incinerated, and chemically treated and/or other means.

F. Quantity of thinner used for each coat and total amount used.

8) The Contractor shall include the following data in the disposal plan submittal:

A. Certification that the materials disposal plan complies with all applicable requirements of the Federal Resource Conservation and Recovery Act; Title 22 and Title 26 of the California Administrative Code and other applicable regulations of local, state and federal agencies having jurisdiction over the disposal of spent abrasive blast media, removed coating materials, and other waste, whether hazardous or non-hazardous.

B. The name and environmental laboratory accreditation program certificate number of laboratory that will sample and test spent abrasive blast media and removed coating materials. Include statement of the laboratory’s certified testing areas and analyses that the laboratory is qualified to perform.

C. Written permission to dispose of material from disposal site representative. Include name, address, and telephone number of disposal site and of representative.

D. The District shall provide written acceptance of the disposal plan prior to disposal of any wastes.

1.04 QUALITY ASSURANCE

The District has retained a coating inspection firm to oversee all quality control related to coating operations. The Inspector will report directly to the District Engineer and shall act with the Engineer’s authority in all matters related to construction. The Inspector will be an N.A.C.E. Certified Coating Inspector, who will inspect any or all phases of work to be performed as outlined herein. The Inspector shall be an addition to the District Inspector; authority shall be limited to coating related work only. The District Inspector shall remain the primary observer for all work.
on the project. The Inspector shall work for and report to the District. The Contractor shall not rely upon the Tank Inspector for documentation of environmental conditions and assuring compliance with plans and specifications.

1) The Contractor shall notify the District Engineer in advance (48 hours minimum) of all surface preparation or paint application in order to perform a preliminary examination and provide acceptance of the surface preparation and each coat prior to application of the next coat.

2) The Coating Inspector shall examine all materials, tools, and equipment to be used in the blasting and coating operations and shall have the authority to direct the Contractor to remove, replace, or repair any materials, tools, or equipment found not to be in conformance with the contract documents including the approved shop drawings and manufacturer’s recommendations. The Contractor shall be fully responsible for compliance with all safety measures, hazardous and toxic materials regulations, and site security. Observation of or failure to observe any safety efforts of the Contractor by the Inspector shall not relieve the Contractor of this responsibility nor shall any liability transfer from the Contractor to the District or the Inspector. The Contractor shall indemnify, defend, and save harmless the District and the Coating Inspector from all liability associated therewith.

3) The Contractor shall provide evidence of regular engagement in application of 100% solids coatings for at least five years prior to commencement of this work on potable water storage reservoirs.

4) The Contractor shall certify in writing that foremen and workers on-site shall be experienced and knowledgeable in preparation for and application of high-performance industrial coatings.

5) The Contractor’s workmanship shall conform to standards and recommendations of SSPS vol. 1, especially chapters 5.1 and 6.

6) The District may use any testing method deemed necessary by the District Coating Inspector to verify quality of work. The District may, but is not required to, monitor the quality of work pursuant to this section.

7) The Contractor shall ensure proper materials handling and use, including: all coating materials are labeled and used in accordance with SSPC-PA 1, paragraphs 5.1.1 thru 5.1.5, except all coating system materials without a stated shelf life shall be delivered and used within six months of the date of manufacture; and certification, from any source, that the coating system materials are still suitable for use beyond the stated shelf life or beyond
the six month period specified above will not be accepted. All equipment and materials shall be stored in a secured ventilated container.

8) The Contractor shall perform the necessary quality assurance in accordance with an approved plan. The Contractor will supply all inspection equipment. The District reserves the right to use their equipment at any time.

9) The Contractor shall comply with the following conditions in collection and analysis of wastes:

A) All testing of spent abrasive blast media and removed coating materials to classify these wastes as hazardous or non-hazardous shall be performed by a laboratory that complies with and is certified under the environmental laboratory accreditation program (ELAP) of the California department of health services.

B) Any laboratory performing analysis shall provide for comparison to TTLC, STLC, TCLP limits, and RCA limits, and to all other applicable regulatory limits. Laboratory shall retain samples at least ninety (90) calendar days after all analyses are complete.

C) The Contractor shall ensure collection of as many representative samples as required by the representative of the disposal facility, but not less than 4 total.

D) The Contractor shall ensure the following: each sample shall have an identifying sample number assigned when the sample is taken; each sample number shall be included on the sampling chain of custody and in all reports, correspondence, and other documentation related to the sample; each sample shall have a sampling chain of custody; and, each chain of custody show the name and organization of each person having custody of the sample, and also show the sample number, job name and location, time of day and date sample was taken, material sampled, and tests to be performed.

E) The Contractor shall notify the District at least 24 hours prior to sampling collection for the purpose of District verification of samples collected.

F) Manufacturer’s representative: the Contractor shall, at no cost to the District, provide a qualified technical representative of the coating system manufacturer at the job-site as required by the District to resolve problems related to the coating system or the application of the system.
1.05 DELIVERY, STORAGE, AND HANDLING

1) The Contractor shall deliver materials as follows:
   
   A. Delivery of abrasive grit shall be in original labeled moisture-proof bags or airtight bulk containers. Abrasives shall not be reused.
   
   B. Delivery of coating system materials shall be in original, unopened containers with seals unbroken and labels intact. Labels shall identify type of material, color, and batch number. No material shall exceed six months from the original batch manufacturing date (no exceptions).

2) The Contractor shall store materials as follows:
   
   A. Store materials in a single, approved location.
   
   B. Store coating system materials in enclosed, secure, and ventilated structures, and maintain temperature inside the structure within the temperature range recommended by the manufacturer.
   
   C. Keep storage location clean, neat, and free of fire hazards.
   
   D. All operating equipment shall be placed into secondary containment to prevent accidental spills.

3) The Contractor shall handle materials as follows:

   A. Avoid spilling thinners, solvents, paint products or other materials that contain toxic substances. All compressors and operating equipment shall be placed in secondary containment. All sewer or site drains shall be covered.

4) Remove discarded thinners, solvents, and paint products from the job-site daily.

1.06 SAFETY

1) The Contractor shall comply with all federal, state, and local applicable safety regulations and requirements. All scaffolding shall be equipped with interior stairways. No exterior ladders will be allowed.
1.07 EXISTING INTERIOR COATING

1) The District assumes present coating system on the floor and up 20‘+- is hot mop enamel. Above 20’ is coal tar epoxy, and is the original coating system provided at the time of tank erection and fabrication.

2) The Contractor shall bear all cost associated with stripping, handling, storing, testing, transport, and disposal of all waste. It shall be the Contractor’s responsibility to estimate the quantity and classification of waste associated with work.

1.08 WARRANTY

1) Anniversary inspection requirements and failure criteria shall be in accordance with AWWA D-102, section 9, except as modified herein. The total warranty period shall be two years from the final acceptance date.

2) The District will conduct a first anniversary warranty inspection approximately one year following final acceptance of the work, including inspection of the interior and exterior of the tank. The District will establish the date of the inspection and will notify the Contractor at least thirty (30) calendar days in advance of the inspection.

3) The Contractor shall furnish ventilation, scaffolding, and lighting equipment as necessary for any warranty inspections, and shall be present for such inspections. The District will provide an inspection report to the Contractor detailing the number and types of failures observed, the percentage of surface area where failures have occurred, and the names of the persons making the inspections.

4) The District shall consider any location where coating has delaminated, peeled, blistered, or cracked; and any location where rusting is evident as failure of the coating system. In addition, the District shall consider photographs or reports of the coating imperfections or failures as acceptable evidence of failure.

5) The Contractor shall be liable for all remedial work including repair of all failures by removing the deteriorated coating, cleaning the surface, and recoating with the same system in accordance with this section. The District may allow surface preparation of small failures (areas less than 1 sq ft.) By cleaning to bare metal in accordance with appropriate SSPC-SP standards, however, the method of repair is at the sole discretion of the District.

6) The District will prepare a schedule for remedial work completion, to be no more than thirty (30) calendar days after the submittal of the inspection report to the Contractor. Upon failure of the Contractor to commence remedial work within ten calendar days after the starting date established by the District, the District may at its option, retain
another Contractor to perform the remedial work. The Contractor shall be liable for actual cost of all such remedial work plus a 20 percent District administrative cost.

7) The Contractor shall bear the expense of all warranty inspections of the remedial work required by the District. The Contractor shall disinfect the reservoir after the inspection and repairs.

1.09 PRODUCT FOR INTERIOR COATING SYSTEMS MATERIALS

1) The Contractor shall provide the following new interior coating systems consisting of a thin film epoxy on the rafters, roof plates, and down 6” onto the shell (Devoe 233h or Sherwin Williams’s Tank Clad B-62). The floor, pipe stands, shell, ladder, roof supports, and overflow shall be coated with Devoe 234p or Sherwin Williams Sherplate PW 100% solids epoxy recommended for corrosion protection of steel water storage tanks.

2) The Contractor shall not use or allow to come in contact with any portion of the tank interior, any coating system and/or any thinners or additives which have not been approved and listed by the national sanitation foundation, standard 61 (NSF 61) for use in potable water reservoirs. Minimum adhesion value (ASTM D-4541) for the lining system using a type two instrument shall be 800 p.s.i. the interior roof, rafters and shell shall be completely coated, caulked and tested prior to abrasive blasting on the floor plates.

3) The Contractor shall provide coating “certified non-lead” (less than 0.06 percent lead by weight in the dried film) as defined in part 1303 of the consumer products safety act.

1.10 ABRASIVES

1) The Contractor shall use abrasive grit for field blast cleaning conforming to the following:

2) Produce a surface profile of 3.5 to 4.5 mils for the floor, pipe stands, shell, roof supports, ladder, and over flow.

3) Produce a surface profile of 1.5 to 2.5 mils for the roof plates, rafters, and down onto the shell 1’.

4) New, clean and free of contaminates, and containing no hazardous materials.

5) Certified by California air resources board, executive order g-565.

6) Conform to all applicable requirements of the local air quality District.

7) Kleen blast is approved. No sand abrasives are allowed.
8) The Contractor shall use abrasive grit for field blast cleaning conforming to the following:

9) Produce a surface profile of 3.5 to 4.5 mils for the floor, shell, roof supports, ladder, and overflow.

10) Produce a surface profile of 1.5 to 2.5 mils for the roof plates, rafters, and down onto the shell 1’.

11) New, clean and free of contaminants, and containing no hazardous materials.

12) Certified by California air resources board, executive order g-565.

13) Conform to all applicable requirements of the local air quality District.

14) Kleen blast is approved. No sand abrasives are allowed.

1.11 QUALITY CONTROL

1) The Contractor shall provide adequate lighting, without shadows, during all phases of work to ensure that work is performed as specified and that the entire work area is illuminated.

2) The Contractor shall provide ground supported scaffolding and lighting (SSPC guide12), as determined by the Inspector, to facilitate visual and instrument inspection by the Inspector of each phase of the work and of the completed work, as so placed as directed to minimize glare and shadows. Work will be rejected if proper lighting is not achieved for a proper inspection. All scaffolding shall be equipped with stairways, no exterior ladders.

3) The Contractor shall provide personnel to move scaffolding and furnish other assistance to District Inspectors as required.

4) The District Coating Inspector will examine surfaces after abrasive blast cleaning to verify that all deposits of contaminants have been removed as per surface clean as per iso 8502 (class 2). The Contractor shall blow down and vacuum all surfaces prior to District inspection. Tank floors shall be vacuumed.

5) The Contractor shall verify at a minimum of two times daily that air supply is free of oil and moisture contamination (ASTM D-4285). The Contractor shall use effective oil and water separators in all main compressor airlines and shall be placed as close as practicable to the equipment. Prior to using compressed air, the Contractor shall test
the quality of air downstream of the separators at suitable outlets by blowing the air on clean white blotter for 2 minutes to check for any contamination, oil, or moisture.

6) The Contractor shall perform the following daily: measure air temperature, humidity, relative humidity, and metal surface temperature, and determine dew point and relative humidity prior to abrasive blasting or painting. The Contractor shall provide portable temperature and humidity recorders to provide continuous permanent hard copy of the reservoir conditions and, repeat measurements and determination of dew point as often as the District Inspector deems necessary but not less often than every four hours at the start of preparation operations and run constantly until final cure.

7) The Contractor shall maintain a written record of measurements and dew points, and time that measurements were taken, keep such record on-site, and make records available to District Inspector on request.

8) The Contractor shall furnish 1 roll of Testex tape 1.5 to 4.5 mils x-course prior to the start of abrasive blasting. The District Coating Inspector may evaluate surface preparation using field abrasive blasting standards, and Testex tape. Evaluation may include inspection of blasted surfaces for dust and abrasive residue, using clear adhesive coated tape. Evaluation will be made immediately prior to coating application.

9) The Contractor shall verify cleanliness of all spray application equipment prior to, or no later than, time of mixing coating material.

10) The Contractor shall measure wet film thickness during coating application of coating to ensure adequate coating thickness, taking at least one measurement for each 100 square feet of application area. The Contractor shall measure dry film thickness after each coat using a non-destructive magnetic dry film thickness gauge.

11) The District Coating Inspector may, but is not required to, also measure coating thickness, at random locations, after each coat. SSPC –PA 2 (level 1) is only to be used for the calibration of dry film thickness gauges. This is a minimum maximum dry film thickness specification. Dry film thickness readings will not be averaged. All inspection equipment shall be supplied by the Contractor. All equipment shall have current calibration certificates. The District reserves the right to use their own equipment at any time.

12) The District Coating Inspector will evaluate cleanliness of coated surface immediately prior to application of a subsequent coat.

13) The Contractor shall test all coated surfaces for pinholes (NACE SPO-188) and holidays after application of the final coat in accordance with the following:
A. Perform test in presence of the District Coating Inspector.

B. Perform test after coating has cured as recommended by the manufacturer.

C. Use an appropriate detector, such as Elcometer #236 or as approved by the District representative.

D. Re-test after coating repairs.

E. The District may hire a third-party Inspector to inspect Contractor’s work, but the ultimate responsibility for the quality of the Contractor’s work and the performance of contractual obligations remains with the Contractor.

1.12 LIMITING ENVIRONMENTAL CONDITIONS

1) The Contractor shall apply coatings only when conditions are within the limits prescribed by the manufacturer and shall not apply coatings when the following conditions exist:

A. Metal temperature is less than 60 degrees F.

B. Relative humidity is greater than 45 percent.

2) Contractor shall not abrasive blast or apply coatings when air temperature is less than 5 degrees F above dew point.

1.13 DEHUMIDIFICATION

1) The Contractor shall provide dehumidification as required to establish and maintain the specified temperature and relative humidity inside the reservoir twenty fours a day, seven days a week until final cure. The Contractor shall complete any blasting, coating and testing operations within the duration of time as specified. The District shall not provide a time extension for weather delay. The Contractor shall bear all cost and liability for work resulting from dehumidification equipment failure, breakdown, power failure, or down time.

2) The Contractor shall provide dehumidification continuously from start of white metal (sp #5) abrasive blasting, until a minimum of three (3) days after application of final coat and all repairs are completed, or for a longer period as recommended by the coating system’s manufacturer. The Contractor shall submit a letter from the dehumidification manufacture that the equipment has been properly sized for this project prior to any
abrasive blasting operations. A minimum of one air change per hour is required. Working hour meters are required on the dehumidification units.

3) The Contractor shall provide dehumidification equipment consisting of a solid desiccant (not liquid, granular, or loose lithium chloride) design having a single rotary desiccant bed capable of continuous operation, fully automatic with drip-proof electrical controller. Air heaters alone are not acceptable as dehumidification units.

4) The Contractor shall ensure that relative humidity of processed air from dehumidification unit not exceed forty five percent.

5) The Contractor shall ensure dehumidification equipment provides a minimum of two complete air changes inside the reservoir every sixty minutes.

6) The Contractor shall ensure areas adjacent to the surface that is to be blasted and coated are not exposed to a relative humidity greater than forty-five percent at any time during blasting, cleaning, coating, or curing.

7) The Contractor shall ensure that during blast cleaning and coating, and for 96 hours after final coat and all repairs are completed, dehumidification units maintain an air and steel temperature of 60 degrees F minimum inside the reservoir.

8) The Contractor shall ensure dehumidification equipment is placed as close to reservoir manhole as possible.

9) The Contractor shall ensure cleaning of dehumidification filters prior to start of dehumidification and weekly cleaning thereafter.

10) The Contractor shall ensure dehumidification tubing is maintained as follows:

11) Mechanically connected and sealed with duct tape at joints.

12) Extended to the center of the reservoir and attached to a diffuser that will distribute air equally throughout reservoir.

13) Have no dust or other foreign matter inside tubing.

14) The Contractor shall provide and maintain 24-hour strip chart recorder for humidity and temperature and place humidity and temperature measuring devices inside reservoir at the start of abrasive blasting operations.
1.14 PREPARATION

1) The Contractor shall prepare surfaces to be coated in accordance with the coating manufacturer’s instructions but not less than specified herein.

2) During blast cleaning operations, inlet, outlet, overflow, and drain openings in bottom shall be covered with plywood bulkheads, or other approved barriers, to prevent entry of spent abrasive, removed coating or other foreign materials.

3) The contractor shall coordinate with the Tideflex Mixing System installation Contractor to protect coated surfaces during installation of Mixing System. Contractor shall provide time and materials to repair any damage to coating resulting from installation of the Mixing System; Contractor shall be compensated for such time and materials.

4) The Contractor shall clean surfaces including removal of all visible oil, grease, dirt, welding residue, and other contaminants from areas to be coated (SSPC/SP#1); inspection using a black light to locate oil and grease; and removal of slag and weld metal accumulation and splatters by chipping or grinding as required in NACE SPO-178.

5) The Contractor shall provide blast cleaning including: removal of existing coating, under film corrosion, corrosion, and other corrosion products from all areas to be coated; and, preparation of all surfaces to be coated by abrasive blast cleaning to SSPC-SP 5 white metal with a surface profile of 3.5 to 4.5 mils for the 100% solids epoxy and 1.5 to 2.5 mils for the thin film epoxy.

6) The Contractor shall ensure complete abrasive blast cleaning of metal subsequent to installation of pipe stands and prior to application of coating system. The Contractor will provide a hold back of 5” into the existing coating.

7) The Contractor shall not reuse interior abrasive blast media unless the media is specifically designed for reuse, if steel abrasive is used the working mixture shall be a minimum of 75% grit and 25% shot. The Contractor shall be fully aware of the different required anchor profiles that are required for different products.

8) The Contractor shall ensure maintenance of abrasive blasting equipment including:

   A. Installation of an oil moisture separator in the airline between compressor and blast machine.

   B. Installation of an air cooler/dryer in the airline between the compressor and the oil and moisture separator.

   C. Use of venturi nozzle.
9) The Contractor shall ensure all surfaces to be blast cleaned are electrically grounded during blast cleaning. All air and blast lines will have cable whip checks installed.

10) The Contractor shall provide exhaust air cartridge type dust collectors to prevent discharge of dust to outside air. No dust socks are allowed.

11) The Contractor shall mask-off and protect all exposed machined metal surfaces, plastic, and other surfaces not to be painted or that may be damaged by abrasive blasting or tying in to coating systems.

12) The Contractor shall remove all dust and abrasive from freshly blasted surfaces by use of a District approved vacuum system. When the Contractor is painting the roof plates, rafters, knuckle, shell and roof support there shall be no more than 1” of remaining grit on the floor during coating application.

13) The Contractor shall dispose of abrasive blast media and other waste materials off-site and in accordance with approved material disposal plan and discard material directly from reservoir to a portable container and remove container from site. The Contractor shall ensure media is not placed on ground or other intermediate location. No abrasives shall be reused at any time.

1.15 APPLICATION

1) The Contractor shall adhere to general application requirements as follows:

   A. mix and apply all coatings in accordance with the manufacturer’s recommendations and instructions, the applicable requirements of SSPC-PA 1, and as specified herein.

   B. Obtain Inspector’s evaluation and approval of steel surface preparation immediately prior to application of first coat.

   C. Obtain Inspector’s evaluation and approval of cleanliness of previous coat immediately prior to application of a subsequent coat.

   D. Contractor shall provide ratio testing at the beginning of each application.

   E. Completely coat all surfaces above shell prior to coating shell. The floor and pipe stands will be abrasive blasted and coated after the shell, roof, roof supports, and rafters are completely caulked, tested, and repaired.

   F. For each portion of the reservoir-shell, roof, and floor, and pipe stands, complete application.
G. Apply coatings by plural component spray except:

H. Areas of less than 2 square inches may be brushed, or the roof and rafters.

I. Required brush striping of edges, welds, nuts, bolts, rafter edges, and roof plate edges. The thin film stripe coat will be applied as a totally independent coat by brush and allowed to dry prior to application of the finish coat. The stripe coat will be the same as the system being applied. No other products shall be allowed for stripe coats.

J. Apply coatings at a temperature recommended by manufacturer. Prior to mixing, coating materials shall be not less than 90° F. Use explosion-proof inline heaters, as necessary.

K. Scaffolding or other support system shall be free of abrasive blast media, dirt, and other foreign matter prior to coating application. The Contractor should be fully aware that most 100% epoxies can produce amine blush which must be removed prior to over coating and disinfection.

L. Finish coat shall be uniform in color and gloss over the entire surface. Finish coat shall be smooth to touch with no sags, runs, dry spray, over-spray, cracks, pinholes or other surface defects and must be even in color and appearance. When coating is applied, the previously coated area will be masked off to prevent overspray onto newly painted surfaces.

M. Coating should not be applied closer than 6 inches from an unprepared surface.

N. The Contractor shall apply a totally independent brush coat and allowed to dry to all welds, plate edges, rafter edges, nuts, bolts, and hard to reach areas prior to application of the finish coat.

2) The Contractor shall provide color as follows: (thin film epoxy / Devoe/233h or Sherwin Williams Tank Clad)

   A. First coat: Buff

   B. Second coat: White

3) The Contractor shall provide color as follows: (thick film epoxy/ Devoe 234p or Sherwin Williams Sherplate PW)

   A. White

4) The Contractor shall provide a dry film thickness (DFT) as follows: (thin film epoxy)
A. First coat: 8.0 mils minimum to 10.0 mils maximum

B. Finish coat: 8.0 mils minimum to 10.0 mils maximum

1.1 -minimum total DFT: 16.0 mils

1.2 -maximum total DFT: 20.0 mils

5) The Contractor shall remove areas of paint in excess of allowable mils specified.

6) The Contractor shall provide a dry film thickness (DFT) as follows: (thick film epoxy)

   A. First coat: 25.0 mils minimum to 35.0 mils maximum

   1.3 -minimum total DFT: 25.0 mils

   1.4 -maximum total DFT: 35.0 mils

7) The Contractor shall provide additional coats to achieve specified minimum dry film thickness.

8) The Contractor shall provide application equipment as follows:

   A. Airless spray pumps in compliance with manufacturer’s requirements, having an anti-freeze device, and fluid filter.

   B. Use fluid tip size recommended by manufacturer.

   C. Use clean fluid lines not previously used to apply zinc-rich or water-based coating materials.

   D. Clean equipment using only products recommended by the coating manufacturer.

   E. Blow lines to remove all thinners prior to painting.

   F. Barcol hardness testing is required eight hours of each application of the 10% solids epoxy.

   G. Each application a sample shall be sprayed onto plastic and marked with the date and time of application including the batch number. This sample shall retained be given to the project Engineer.
H. Plural component coatings: after each component of the plural component coating system has been thoroughly heated, the Contractor shall perform a paint pump ratio test prior to each application in the presence of the Inspector.

I. The Contractor shall place two new see-through containers with preprinted volumetric marks on a flat surface. The hose valve for each component shall be opened simultaneously and each component flow rate shall be allowed to stabilize by pouring the discharging materials into separate disposable containers. After the flow is stabilized, the hoses shall be transferred to the pre-printed volumetric containers and the valves shall be shut off after one of the containers has been filled, depending on the mixing ratio recommended by the manufacturer. If the volumetric quantity of coating in the containers does not match the manufacturer’s recommendation, the Contractor shall reduce or increase the pressure and temperature until it meets the specified mixing ratio. No spraying shall be performed until the ratio test result has been accepted by the Inspector.

J. All plural component pump gauges shall be in working order prior to any application, if gauges are not working, they shall be immediately replaced. All gauges shall be in the zero position when pump is off. If the pump error alarm goes off the Contractor shall immediately shutdown and repair the pump.

9) The Contractor shall provide coating repairs as follows:

A. Touch-up or refinish all chipped, abraded, or otherwise unsatisfactory portions of the work in accordance with the manufacturer’s recommendations. These repairs shall include any damage to the coating caused by installation of the Tidelflex Mixing System. The Contractor should be fully aware that high solids epoxies can amine blush.

B. Re-coating or touch-up of areas that have cured beyond the maximum time recommended by the manufacturer require the following special preparation.

C. Sweep blast area and 3-inches into the surrounding area. Sweep blast under low pressure to uniformly abrade surface and feather edges. Feather edges by sanding or other means acceptable to the Inspector.

D. Remove abrasive blast residue from blasted area with special attention to marginal areas of intact coating.

E. All repairs will be masked off.
1.16 INTERIOR CURING AND CLEANING

1) The Contractor shall ensure curing of all coatings by forced heated air ventilation for a minimum of 72 (ventilating) hours at seventy degrees, or longer if recommended by the manufacturer after the final coating application and repairs are completed. Curing shall include providing ventilation at a rate of at least one complete air change every four hours.

2) Equipment shall have a time recorder that provides a cumulative record of operating time.

3) Deliver air from ventilating fan to center of reservoir through continuous flexible duct that is not reduced in area from the fan outlet.

4) Prior to re-installation of roof vent covers removed during forced air ventilation, the Contractor shall ensure cleaning as follows:

5) Clean dust and abrasive-blasting residue from the roof ventilation screens and top of rafter lips.

6) The Contractor shall have the District flush the inlet line prior to cleaning operations. Thoroughly wash down with water all interior surfaces, including but not limited to, roof, rafters, walls, floor, piping and supports. All amine blush must be removed prior to putting the reservoir into service. The Contractor shall steam clean surfaces where necessary.

1.16 SHELL TO ROOF JUNCTION GAP AND RAFTER CAULKING

1) Prior to finish coat is cured (finger nail depression test), the Contractor shall completely fill and seal all voids, bolt holes. Voids and around the entryways and the floor roof pedestals with Sikaflex–1A caulking or approved substitute to provide a tightly adherent, smooth and continuous seam of caulk. This application may be performed after to the application of epoxy or as directed by the manufacture.

1.17 MANWAY GASKET REPLACEMENT AND VENT SCREENS

1) The Contractor shall supply new manway gaskets for tank manways. The vent screens shall be replaced with new vent screens at per AWWA D-100. The Contractor shall install
new C/P hand hole liner grommet manufactured by Dive/Corr. (562-439-8287) after the exterior coating has cured.

1.18 RESERVOIR DISINFECTION

1) Upon complete curing, the Contractor shall submit in writing to the District certification that the coating is cured and ready to be placed into service for disinfection and testing. Reservoir cleaning and disinfection shall not commence without written certification. All amine blush must be removed prior to disinfection.

2) After all other work has been completed, the Contractor shall ensure that the interior of the reservoir is thoroughly cleaned and disinfected in accordance with the most current edition of AWWA C652, disinfection of water storage facilities. The Contractor shall ensure the reservoir is disinfected in accordance with chlorination method 2, which requires spray wash of the reservoir interior with a 200-mg/ml chlorine solution. The District will assist the Contractor in filling the reservoir and the Contractor shall allow three (3) consecutive working days for the owner to fill the reservoir.

3) The Contractor shall furnish all cleaning and disinfection materials and all equipment and labor necessary for the cleaning and disinfecting operations.

4) After the first 24 hours have elapsed once the tank is full, the District will take a sample of the water to be used for bacteriological contaminants. If the results of this test are negative, the tank will be considered satisfactorily disinfected. If the results are positive, the tank shall be drawn down to that depth that will permit the addition of sodium hypochlorite to a final concentration of 10-mg/l. This depth will be determined upon an evaluation of the chlorine residual provided for in this section of these project special provisions.

5) The Contractor shall ensure that any water used in cleaning and in disinfection of the reservoir, is discharged in a manner acceptable to the District and the appropriate water pollution control agency. The Contractor shall ensure all water discharged is de-chlorinated.

1.19 SOAK PERIOD & TESTING FOR VOLATILES ORGANIC COMPOUNDS

1) The Contractor shall ensure that water in the reservoir is allowed to soak for five (5) days after the reservoir has been filled to the over-flow level and disinfected.

2) After the five-day soak period the District will sample and submit a single sample to a certified laboratory to test the water for presence of organic chemical contaminants (e.g. TCE, PCE, etc.) Possibly having leached from the new paint system. The sample is to be tested in accordance with EPA method 524.2. The water sample will be collected by the
District in the presence of the Contractor and should be a true representation of the water in the reservoir at the time.

3) The Contractor shall be liable for all cost associated with re-testing water if reservoir water draining and refilling is necessary.

4) The District Engineer shall evaluate and determine acceptability of the aesthetic quality of the water as a condition of final acceptance of the work. Constituent levels found from sample results which are at or below regulated maximum contaminant levels specified by state and federal standards shall not be the sole basis for tank acceptance.

5) The District Engineer may reject all work, or a portion thereof based on any adverse taste or odor detected or other conditions affecting the aesthetic quality of the water.

1.20 DISPOSAL OF EXISTING COATING AND SPENT ABRASIVE BLAST MEDIA

1) The Contractor shall dispose of spent abrasive blast media and removed coating materials in accordance with a District approved disposal plan.

2) The Contractor shall coordinate and pay all costs for sampling and testing of spent abrasive blast media and removed coating materials in order to document waste class. Minimum sampling and testing requirements are listed previously in this section.

3) Prior to removal of hazardous wastes off-site, the Contractor shall allow adequate time for District to review laboratory test results, as well as the time required to obtain a hazardous waste generator’s U.S. EPA ID number, if required the District will provide the Contractor with written notice to dispose of all or a portion of the spent abrasive blast media and/or removal coating materials as hazardous waste, if so determined by the District that such disposal is required.

4) The Contractor shall be responsible for all costs associated with accumulating, transporting, and disposing of spent abrasive blast media and removed coating materials.

1.21 CLEAN-UP

1) Upon completion of the work, the Contractor shall make a detailed inspection of all work.

2) The Contractor shall be solely responsible for all paint over-spray or fugitive dust fallout claims.

3) The Contractor shall remove all spattering, spits, and blemishes.
4) Upon completion, the Contractor shall remove all staging, tarps, scaffolding, and containers from the site, including but not limited to: paint and thinner containers and excess paint and thinner (to be disposed of in conformance to all current regulations); paint spots removed and the entire job site cleaned; all damage to surfaces resulting from the work from this section to be cleaned, repaired or refinished to the complete satisfaction of the District. All cleanup shall be completed within 7 calendar days starting at the last day of holiday testing of the reservoir. The Contractor shall allow adequate time for District for review of laboratory test results, as well as the time required to obtain a hazardous waste generator’s U.S. EPA ID number if required.

5) The District will provide the Contractor with written notice to dispose of all or a portion of the spent abrasive blast media and/or removed coating materials, as required.

6) The Contractor shall bear all costs associated with site clean up.

1.22 OMISSIONS

1) Care has been taken to delineate herein those surfaces to be coated. However, if the coating requirements have been inadvertently omitted from this section or any other section of the specifications, it is intended that all metal surfaces unless specifically exempted herein, shall receive a first-class protective system equal to that given the same type surface pursuant to these specifications.
2 CONTRACTOR/COATING INSPECTOR INTERACTION & COMPLIANCE

2.01 INSPECTION

1) The District has retained a Coating Inspection firm to oversee all quality control related to coating operations. The Tank Inspector will report directly to the District Engineer and shall act with the Engineer’s authority in all matters related to tank construction. The Inspector will be an N.A.C.E. certified Coating Inspector, who will inspect any or all phases of work to be performed as outlined herein. The Tank Inspector shall be an addition to the District Inspector; authority shall be limited to tank related work only. The District Inspector shall remain the primary observer for all work on the project. The Tank Inspector shall work for and report to the District. The Contractor shall not rely upon the Tank Inspector for documentation of environmental conditions and assuring compliance with plans and specifications.

1) The Contractor shall notify the District Engineer in advance (48 hours minimum) of all surface preparation or paint application in order to perform a preliminary examination and provide acceptance of the surface preparation and each coat prior to application of the next coat.

2) The Coating Inspector shall examine all materials, tools, and equipment to be used in the blasting and coating operations and shall have the authority to direct the Contractor to remove, replace, or repair any materials, tools, or equipment found not to be in conformance with the contract documents including the approved shop drawings and manufacturer’s recommendations. The Tank Inspector will also observe the Contractor’s safety activities throughout blasting and coating operations and the Contractor shall immediately rectify any deficiencies noted in that observation. The Contractor shall be fully responsible for compliance with all safety measures, hazardous and toxic materials regulations, and site security. Observation of or failure to observe any safety efforts of the Contractor by the Tank Inspector shall not relieve the Contractor of this responsibility nor shall any liability transfer from the Contractor to the District or the Tank Inspector. The Contractor shall indemnify, defend, and save harmless the District and the Tank Inspector from all liability associated therewith.

3) The SSPC-VIS1 pictorial surface standards along with dry film and wet film thickness gauges will be used by the Coating Inspector to determine acceptability of the paint application. The Contractor shall provide necessary testing equipment to perform the above-mentioned tests.

4) The Contractor shall afford the Tank Inspector all reasonable facilities and assistance in monitoring the coating and priming operations. The Contractor shall provide weekly copies of their daily work reports to the tank Coating Inspector. Such reports shall include, but not be limited to, the day and date of work performed, the relevant weather
conditions, the type and amount of work performed, all work related to the safety of the operation, and personnel assigned to work actually performed.

5) To facilitate adequate inspection of all surfaces, the Contractor shall provide scaffolding or rigging necessary for the Coating Inspector to perform dry film thickness readings, and visual holiday inspection as required by these specifications and reference standards. The Contractor shall provide personnel to move scaffolding or rigging at the instructions of the Engineer.

6) The tank Coating Inspector shall have authority to direct the Contractor to suspend operations when environmental conditions fall outside the manufacturer’s recommended parameters. The Contractor shall comply with these directions and shall not proceed until the tank Coating Inspector determines environmental conditions are sufficient to proceed. Failure to suspend coating operations as directed or restarting work without the direction of the tank Coating Inspector shall be cause for rejection of work so performed.

7) The Contractor shall immediately remove and replace all such work in accordance with these project special provisions and directions of the Tank Inspector. No additional compensation will be allowed for work resulting from failure to comply with the Tank Inspector or for surfaces not otherwise conforming to the provisions of these project special provisions.

2.02 COATING INSPECTOR AUTHORITY

1) The Tank Coating Inspector shall have authority to direct the Contractor to suspend operations when environmental conditions fall outside the manufacturer’s recommended parameters.

2) The Contractor shall comply with directions and shall not proceed until the tank Coating Inspector determines environmental conditions are sufficient to proceed. Failure to suspend coating operations as directed or restarting work without the direction of the tank Coating Inspector shall be cause for rejection of work so performed.

3) The Contractor shall immediately remove and replace all such work in accordance with these project special provisions and directions of the Coating Inspector.

4) No additional compensation will be allowed for work resulting from failure to comply with the Tank Inspector or for surfaces not otherwise conforming to the provisions of these project special provisions.
2.03 SAFETY

1) The Contractor shall provide a safe work environment at all times. In the event the Coating Inspector notes any safety deficiencies, the Contractor shall immediately rectify noted deficiencies.

2) The Contractor shall be fully responsible for compliance with all safety measures, hazardous and toxic materials regulations, and site security. Observation of or failure to observe any safety deficiencies of the Contractor by the Coating Inspector shall not relieve the Contractor of this responsibility nor shall any liability transfer from the Contractor to the District or the Coating Inspector.

3) The Contractor shall save harmless the District and the Coating Inspector from all liability associated therewith.

2.04 INSPECTION ASSISTANCE

1) To facilitate adequate inspection of all surfaces, the Contractor shall provide scaffolding or rigging necessary for the Coating Inspector to perform dry film thickness readings, and visual holiday inspection as required by these specifications and reference standards.

2) The Contractor shall provide personnel to move scaffolding or rigging at the instructions of the Coating Inspector.

2.05 NOTIFICATION

1) The Contractor shall notify the Coating Inspector in advance (48 hours minimum) of all surface preparation or paint application in order to perform a preliminary examination and provide acceptance of the surface preparation and each coat prior to application of the next coat.

2.06 ACCEPTABILITY FOR PAINT APPLICATION

1) The SSPC-VIS1 pictorial surface standards along with dry film and wet film thickness gauges will be used by the Coating Inspector to determine acceptability of the paint application.

2) The Contractor shall provide necessary testing equipment to perform the above-mentioned tests.
2.07 REPORTING

1) The Contractor shall afford the Coating Inspector all reasonable facilities and assistance in monitoring the coating and priming operations.

2) The Contractor shall provide weekly copies of daily work reports to the tank Coating Inspector. Such reports shall include, but not be limited to, the day and date of work performed, the type and amount of work performed, all work related to the safety of the operation, and personnel assigned to work actually performed.

END OF DOCUMENT
2-E ADDENDA

List and attach Addenda

1. Not Applicable
MODIFICATIONS TO THE GENERAL CONDITIONS

Time Allowed for Completion

Due to time constraints on completing the Project, the Contractor shall submit all required bonds and evidence of insurance within ten (10) days of the date the Contract is awarded. The Owner intends to issue a Notice to Proceed within fifteen (15) days of the date the Contract is awarded.

Substantial Completion of this Project shall be completed within Contract Period consecutive calendar days from the date established in the Notice to Proceed for the commencement of the work.

Final Completion shall occur within Contract Period consecutive calendar days from the date established in the Notice to Proceed for the commencement of the work.

Damages for Delays

Since Sequoia Tank is the Districts largest storage reservoir, it is imperative to the get the Tank back on-line after interior recoating is completed. For the period of time that any portion of the work remains unfinished after the time fixed for an interim milestone and/or Substantial Completion, as modified by extensions of time granted by the Owner, it is understood and agreed by the Contractor and the Owner that the Contractor shall pay the Owner the damages listed below.

<table>
<thead>
<tr>
<th>Substantial Completion</th>
<th>One Thousand Dollars ($1,000.00)/Day</th>
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<tbody>
<tr>
<td>Final Completion</td>
<td>One Thousand Dollars ($1,000.00)/Day</td>
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SUBSTANTIAL COMPLETION

Substantial completion of the Project requires that the following portions of the Work must be completed in accordance with the requirements of the Contract Documents.

Completion of the work as required by the Contract Documents to allow the Owner to occupy and utilize the Project for its intended purpose.
Completion of the Corrective Work Item List.

Training has been completed for all electrical, mechanical and instrumentation systems.

All testing required by the Contract and Specifications has been successfully completed.

All process equipment shall be installed and operational.

All instrumentation and control systems, local and remote, are fully tested and functional. All interlocked functions between equipment items are tested and documented.

All alarms are fully functional, tested and demonstrated to properly associate locally, remotely and in the SCADA system.

All items related to health and safety of Owner operations and maintenance staff, including warning signs, guardrails, and safety equipment shall be complete.

Portions of the Work not essential to the system operation, which can be completed without interruption of system operations, may be completed after the Work is substantially complete, and may include the following items:

Final Site Clean-Up

All record drawings have been submitted, updated, reviewed and approved.

Completion of the Final Punch List prepared by the Construction Manager.

CONTRACT ADMINISTRATION

The following project representatives are hereby designated by the Owner:

Owner Representative:  (NAME)

Design Consultant:  (NAME)

Construction Manager:  (NAME)

All communications to and from the Contractor shall be routed through the Owner’s Representative.

END OF DOCUMENT
SECTION 3 STANDARD SPECIFICATIONS

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3-A GENERAL TECHNICAL REQUIREMENTS

3-A.01 Mobilization

(A) General

Mobilization shall include but not be limited to, all work necessary to move onto the job site all personnel, equipment, tools, and materials, establish all offices, buildings, and temporary site facilities, temporary sanitary facilities, prepare and maintain record drawings, provide emergency response, and generally prepare for construction. Contractor shall be aware of coordination requirements related to allowing time for installation of pipe stands prior to floor coating and of Tideflex Mixing System prior to final inspection and acceptance.

(B) Project Office

The Contractor shall establish and maintain for the duration of the project, a project office located within an approximate one (1) hour drive of the project site. The project office shall be established and operational within five (5) working days of the effective date of the Notice to Proceed or prior to commencing work, whichever is the earlier.

The project office shall be equipped with electrical service; Wi-Fi service; a conference table and chairs seating not less than six (6) people; two (2) desks and a plan table each with appropriate chairs.

(C) Field Office

Where provided for in the Contract Documents, the Contractor shall establish and maintain for the duration of the project, a field office located at the project site for use of his supervisory personnel. The field office shall be equipped with electrical service; wi-fi service; a conference table and chairs seating not less than six (6) people; two (2) desks and a plan table each with appropriate chairs.

Additionally, when provided for in the Contract Documents, the Contractor shall establish and maintain for the duration of the project, a similar but separate office located adjacent to the Contractors project office for use of the Engineer’s field observation personnel. The Engineer’s office shall be equipped with electrical service; telephone service consisting of a minimum of a Wi-Fi connection; one (1) desk and a plan table each with appropriate chairs; and one lockable filing cabinet. The Contractor shall be solely responsible for arrangements for utility services for both offices.
The Contractor shall suitably grade an area sufficient to park not less than six (6) light trucks and/or passenger vehicles. The parking area shall be not more than 50 LF from the farthest of the two offices. The parking area and its access drive shall be surfaced with aggregate base material, crushed rock or other appropriate material. The Contractor shall maintain the parking area to provide a stable free draining parking surface, and shall take appropriate measures to minimize dust.

The field office shall be established and operational within five (5) working days of the effective date of the notice to proceed or prior to commencing work on the project, whichever is the earlier.

(D) Bulletin Board

Where provided for in the Contract Documents, the Contractor shall install a bulletin board in a conspicuous location at the field office or on the job site for the posting of such notices as may be required by regulatory agencies. Said bulletin board shall be a minimum of 2-LF by 4-LF in size, constructed of substantial material such as plywood, mounted on posts and protected against the weather and vandalism. The Engineer shall have access to this bulletin board at all times for the posting of notices at such times as work is not in progress on the site.

(E) Record Drawings

Record drawings shall be kept on file in the project office. Record drawings shall be updated continuously throughout the course of the work. Record Drawings shall be reviewed monthly by the District Representatives to verify plans are being kept up-to-date. The District may withhold progress payment until Record drawings have been deemed current by District Representatives. Upon completion of work, the Contractor shall submit all copies of record drawings to the District in a hard copy and digital format.

(F) Emergency Response

The Contractor shall maintain an emergency telephone number and shall be able to have competent personnel to the project site within one (1) hour or that time provided for in the Contract Documents from the time a call is placed to the emergency telephone number.

(G) Measurement and Payment

Mobilization shall be considered a lump sum item. The contract lump sum price for Mobilization shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work necessary for the movement of personnel,
equipment, supplies and incidentals to the project site; the establishment and maintenance of the project and Engineer’s offices (including payment of regular utility charges); maintenance of record drawings; and for all other work and operations which must be performed prior to beginning work on the various contract items on the project site. The method of establishing relative completion of this item for partial payments shall be as provided for in Section 5-A-General Conditions, “Contract Administration” of these contract documents.

3-A.02 Existing Facilities

(A) General

The Contractor is hereby advised that certain facilities may exist within the limits of work. Such facilities may include but are not limited to, existing water works, sanitary sewerage, storm drainage, traffic signals, natural gas, electric, telephone, cable television, highway structures, and buildings. The Contractor shall at all times protect those facilities not indicated to be removed, whether or not shown to be protected, and shall only remove those facilities indicated to be removed in accordance with the Contract Documents, the directions of the Engineer, and the direction of the owner of the facilities. Where the existing facility interferes with the Contractor in the performance of his work under the Contract, the Contractor shall bear full responsibility for the location, protection, and relocation or restoration of such facility, in accordance with the requirements of the owner of such facility.

The presence of such facilities shown on the Project Plans and provided for in the Contract Documents is for the convenience of the Contractor in preparing his proposal and planning his work and is prepared from the best information available to the Engineer at the time of preparation. The District makes no warranty, expressed or implied, as to the adequacy, completeness, and accuracy of such information. The Contractor shall satisfy himself with regards to the existence of such facilities and their impact on his operation.

Where such facilities are found to exist in locations other than those marked by the owner of such facilities, the Engineer may consider the Contractors request for an extension in time or additional compensation. Such compensation shall be contingent upon the Contractors conformance with the provisions of Section 5-A General Conditions “Differing Site Conditions” of these contract documents.

(B) Measurement and Payment

No separate measurement will be made for work relating to existing facilities. Payment for protecting and adjusting these facilities shall be considered as included in the contract unit or
lump sum price for other items of work and no additional compensation will be allowed therefor.

3-A.03 Clearing and Grubbing

(A) General

Work under this section shall be performed in accordance with "Existing Highway Facilities" and "Clearing & Grubbing" in the current CALTRANS Standard Specifications.

Clearing and grubbing shall consist of removing and disposing of all objectionable material from within the limits of work as defined by the Contract Documents. Objectionable material shall be that material which interferes with the prosecution of or would otherwise be detrimental to the work, including but not limited to, paving materials, trees, brush and vegetation, unsuitable soils, debris, trash, rubbish, minor structures such as sheds, shelters and fences, and all extraneous water within the work limits.

(B) Preservation of Property

The Contractor shall take precautions to protect all public and private properties and improvements not indicated to be removed including but not limited to, utilities and structures, trees, landscaping, roadways, drainage courses, and buildings encountered within or adjacent to the project limits. The Contractor shall also protect all existing facilities indicated to be removed until the Engineer deems that the function of such facilities has passed to the improvements provided for under the Contract or that such function is no longer required.

Only those trees and plants designated for removal shall be removed.

(C) Final Cleaning Up

Nothing herein shall be construed as relieving the Contractor of his responsibility for final clean-up of the project. Items which are required to be salvaged, including traffic signs and any other items so noted on the Plans, shall be carefully removed and delivered to the District. Except as otherwise provided in the Project Special Provisions, all other materials removed are the property of the Contractor and shall be disposed of by him at his expense in a manner approved by the Engineer.

Burning will not be permitted.
(D) Disposal

Surplus excavated material shall become the property of the Contractor and shall be disposed of outside the project boundary in accordance with the provisions outlined in "Disposal of Materials" in the current CALTRANS Standard Specifications.

(E) Drainage

Throughout the prosecution of the work under the Contract, the Contractor shall keep all the work areas free of all water including but not limited to, rainwater, groundwater, and leachate and shall take precautions to prevent runoff onto adjacent properties. These precautions shall include but not be limited to dikes, berms, channels, diversions, pumping equipment, and other facilities necessary to control runoff. All work areas shall be constructed or provided with proper and adequate drainage facilities to avoid trapped and/or ponded water which may cause failure of or damage to constructed improvements or adjacent properties.

(F) Measurement and Payment

The contract unit or lump sum price for Clearing and Grubbing shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work in clearing work areas, disposing of objectionable materials, and providing drainage and no additional compensation will be allowed therefor.

Any change in the quantity or extent of work to be performed under clearing and grubbing caused by the issuance of a Contract Change Order will be paid in accordance with the provisions of Section 5 Contract Administration of these contract documents.

3-A.04 Safety

(A) General

The Contractor shall bear full responsibility for compliance with all applicable safety and health standards, rules, regulations, and orders established by the State of California Department of Occupational Safety and Health (Cal-OSHA) and the Federal Department of Occupational Safety and Health (OSHA).

In the event of an emergency, the Engineer may direct the Contractor to use other equipment, personnel, or methods when, in the opinion of the Engineer, the use of improper or insufficient personnel, materials, or methods would present a hazard to the public or expose the Districts facilities to a risk of damage. The Engineers direction shall only be in the interest of stopping unsafe practices and shall not be construed as superintendence of the Contractors forces.
(B) Safety Plan

When provided for in the Contract Documents and whenever the Contract Documents provide for extended trenching operations in excess of 5-LF in depth, the Contractor shall have prepared by an engineer registered in the State of California (hereinafter referred to as the Safety Engineer), a Safety Plan for safety measures on the project. This Safety Plan shall include but not be limited to, the following:

- Traffic control requirements for the delivery of materials;
- Storage and handling of delivered materials, including but not limited to installation as required;
- Shoring plans for all excavations including but not limited to underground tanks, tank ventilation, retaining walls, vaults, and piping;
- Provisions for compliance with the OSHA requirements for Permit-Required Confined Spaces;
- Any other plans required for compliance with those regulatory agencies having jurisdiction over the work.

(C) Safety Inspections

The Safety Engineer for this Safety Plan shall make periodic inspections of the site and the work to ensure compliance with these requirements and to make any adjustment or revision to the original safety plan required by field conditions or the Contractor’s work. A report of each inspection shall be submitted to the Engineer within one working day of the inspection. No work or element of work noted in the Safety Plan or this report shall be commenced without the approval of the Safety Engineer. Any work or condition not in compliance with these requirements shall be immediately corrected to the Safety Engineers satisfaction or suspended until such time as compliance can be met. Suspended work shall not recommence until receipt of written notice from the Safety Engineer to the Engineer that corrective action has been taken to his satisfaction.

(D) Site Investigations

The Contractor and his Safety Engineer are encouraged to perform their own site investigations to satisfy themselves as to the conditions on-site including if desired, additional subsurface investigations. No additional compensation will be considered for changed conditions that might reasonably have been foreseen by such investigation. Arrangements for site investigations may be arranged through the Engineer or the District.

(E) Measurement and Payment
When the Contract Documents provide a proposal item for Safety Plan or Trench Safety, the contract lump sum price for Safety Plan or Trench Safety shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work in preparing the Safety Plan, implementing the Safety Plan, constructing embankment shoring and performing safety inspections and no additional compensation will be allowed therefor.

When the Contract Documents do not provide a proposal item for Safety Plan or Trench Safety, compliance with applicable safety laws, regulations, and ordinances shall be considered as incidental to other items of work and included in the contract unit or lump sum price for such items of work and no additional compensation will be allowed therefor.

3-A.05 Traffic Control

(A) Description

The Contractor shall provide a traffic control system commensurate with public safety and the requirements of agencies having jurisdiction over the work (City of Scotts Valley or Santa Cruz County). All work shall be in accordance with the CALTRANS Manual of Traffic Controls, these Standard Specifications, and the Contract Documents. All traffic control systems shall be installed and operated in accordance with these Standard Specifications and the requirements of agencies having jurisdiction over the work. The exact spacing of elements of the traffic control plan may be adjusted to account for the field conditions as found. No elements shall be installed without the prior written approval of the Engineer.

The Contractor shall perform all traffic control measures required by the Contract Documents, encroachment permits, and as directed by the Engineer as provided for elsewhere herein.

When provided for in the Contract Documents, the Contractor shall prepare a Traffic Control Plan that delineates the traffic control measures anticipated by the Contractor, those required by agencies having jurisdiction over the work area, and any special provisions cited in the Contract Documents.

(B) Traffic Control System

In general, the traffic control system used shall be in general conformance with the provisions of Standard Plan No. T12, “Traffic control system for lane closure on multilane conventional highways” and Standard Plan No. T13, “Traffic control system for lane closure on two lane conventional highways” of the current CALTRANS Standard Specifications. Specific placement of all signs, barricades, cones, delineators, and flaggers shall be adjusted to reflect conditions found in the field while maintaining the intent of such standard plans.
When provided for in the Contract Documents, the Contractor shall have a Traffic Safety Plan prepared by an engineer registered in the State of California as a Traffic Engineer.

Throughout the term of the contract, the Contractor shall maintain all traffic control measures, including but not limited to, construction area signs, flaggers, cons and delineators, and other measures required by the Contract Documents, encroachment permits, the Traffic Engineer, and the Engineer as provided for elsewhere in these Standard Specifications.

The Contractor shall maintain all traffic control equipment and procedures in good working order throughout the life of the contract and shall promptly repair or replace any elements of the traffic control plan damaged or displaced during construction, due to any cause, at the direction of the Engineer.

(C) Encroachment Permit Requirements

All work on public rights-of-way shall be subject to the Encroachment Permit conditions of the Agencies of jurisdiction. The Contractor shall be thoroughly familiar with such permit conditions in preparing his proposal. Throughout the Contract, the Contractor shall comply with all requirements and conditions of such permits regarding traffic control in and around the limits of work.

(D) Construction Area Signs

(1) Description - Construction area signs shall include all temporary signs necessary for the control of traffic through or around the work area, including both stationary mounted and portable signs as defined herein. The Engineer shall make the sole determination of what type of sign or signs may be used for construction traffic control.

(2) Stationary-Mounted Signs - Stationary-mounted signs shall be installed on wood posts in general conformance with Standard Plan No. T12, “Traffic control system for lane closure on multilane conventional highways” and Standard Plan No. T13 “Traffic control system for lane closure on two lane conventional highways” of the current CALTRANS Standard Specifications. The exact spacing of stationary-mounted signs shall be adjusted as required by field conditions agencies having jurisdiction over the work areas. All elements of the traffic control system shall be shown on the traffic control plan.

All stationary-mounted signs shall be constructed of sheet aluminum base material not less than 0.063-inch thick. Reflective sheeting shall meet current CALTRANS Standard Specifications for Reflective Sheeting Aluminum Signs. Used signs may be considered satisfactory if the sheeting has not deteriorated due to weathering, vandalism, or other causes that impair
visibility or legibility. The colors of reflective sheeting shall be in accordance with the Manual of Traffic Controls, and shall not have faded to the point where there is a discernible difference between the daytime and nighttime when viewed under vehicle headlamps on low-beam.

Legends may be applied by the screening process or by the use of pressure sensitive cut-out sheeting. Size and spacing of letters and symbols shall be in accordance with CALTRANS sign specifications sheets available from the CALTRANS Central Office of Business Management.

(3) Portable Signs - Portable signs shall be 3 types; rigid, flexible, and flashing.

(a) Rigid Portable Signs

Rigid portable signs shall be in accordance with Section 3-A.05, “Traffic Control” (2) Stationary-Mounted Signs of these Standard Specifications and mounted on portable folding or non-folding barricades, Type I, II, or III in accordance with the “Manual of Traffic Controls” published by the CALTRANS. Rigid portable signs may be permitted by the Engineer as a substitute for stationary-mounted signs where, in the opinion of the Engineer, use of stationary-mounted signs would be impracticable due to field conditions. When rigid portable signs are substituted for stationary-mounted signs, only Type III barricades shall be used and they shall be counterweighted with a sufficient number of sandbags to prevent their displacement. The Contractor may submit an alternative design for a substitute to the stationary-mounted sign but shall not install such substitute without the written approval of the Engineer. The Contractor shall not substitute portable, rigid signs for stationary-mounted signs without the express written direction of the Engineer unless such substitution is provided for in the Contract Documents.

As required by field conditions, the rigid portable barricades shall be counterweighted with a sufficient number of sandbags or other weights to prevent displacement or overturning due to weather and traffic conditions found in the field.

Solid materials such as concrete masonry units, concrete debris or other materials that could become a hazard if struck by traffic shall not be used to ballast portable barricades.

(b) Flexible Portable Signs

Flexible portable signs shall be fabricated from cotton drill, flexible industrial nylon mesh fabric, or other fabric material approved by the Engineer. Size, legend, and color shall be in accordance with Section 3-A.05, “Traffic Control” (2) Stationary-Mounted Signs of these Standard Specifications.
Flexible, portable signs shall be mounted on commercially fabricated stands approved by the Engineer. Such stands shall position the sign a minimum of 5-LF above the roadway surface and shall be so constructed as to withstand displacement or upset due to wind or traffic activity. If necessary, the base of the stand shall be counter-weighted by a sufficient number of sandbags or other weights to ensure stability in the weather and traffic conditions found in the field.

Solid materials such as concrete masonry units, concrete debris or other materials that could become a hazard if struck by traffic shall not be used to ballast portable signs.

Flexible, portable signs shall only be used for daily operations and shall not be used to control traffic during periods when the Contractor has ceased operations for the day.

(c) Flashing Arrow and Message Boards

Flashing arrow and message boards shall be used to enhance the conveyance of traffic control information to drivers approaching the work areas. Each flashing arrow or message board shall be in accordance with the provisions of “Flashing Arrow Signs” of the CALTRANS Standard Specifications and “Lighting Devices” of the “Manual of Traffic Controls” published by CALTRANS.

(4) Traffic Cones, Portable Delineators, and Portable Barricades - Wherever required by the Contract Documents, the Traffic Control Plan, or the Engineer, the Contractor shall provide cones, delineators, or portable barricades to define the work areas.

(a) Traffic Cones and Delineators

Traffic cones and portable delineators shall be fabricated from highly pigmented fluorescent orange polyvinyl material.

The base of each traffic cone shall be integral to the top. The base may be orange or black in color and shall be of sufficient weight to minimize displacement or overturning due to either or traffic conditions found on site. Additional weight may be added by sand bags or other low profile, pliable material. The overall height of the cone shall be at least 28 inches with a minimum bottom inside diameter of 10.5 inches. Traffic cones shall be capable of direct or glancing impact from a vehicle without damage to either the vehicle or the traffic cone. The base shall be square or rectangular to prevent rolling. Traffic cones shall be as manufactured by Services and Materials Company or approved substitute.

Portable delineators shall be fabricated of material of sufficient rigidity to remain upright when unattended and collapsible or flexible upon direct or glancing impact from a vehicle without
damage to either the vehicle or the portable delineator. The base shall be square or rectangular to prevent rolling.

The vertical portion of the portable delineator shall be not less than 3-inches in width or diameter. The minimum height shall be 37-inches above the pavement surface. A minimum of two (2) reflective bands each not less than three (3) inches wide shall be mounted a minimum of 1 ½ inches apart at least one of the bands is between 30 and 36-inches above the road surface. Portable delineators shall be manufactured by Services and Specialties Company or approved substitute.

(b) Reflective Bands

Reflective bands shall be silver-white in color and fabricated from flexible sheeting having not less than the following dry reflectance values at a 0.2 and 0.5 degree divergence angle, expressed in units of candlepower per foot candle per square foot as determined by California Test 642. The wet reflectance values shall be not less than 90 percent of the dry values when tested in accordance with the Federal Highway Administration Specification FP-79, Section 718.01.

<table>
<thead>
<tr>
<th>Divergence Angle (degrees)</th>
<th>Incidence Angle (degrees)</th>
<th>Dry Reflectance Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.2</td>
<td>-4</td>
<td>250</td>
</tr>
<tr>
<td>0.2</td>
<td>30</td>
<td>95</td>
</tr>
<tr>
<td>0.5</td>
<td>-4</td>
<td>200</td>
</tr>
<tr>
<td>0.5</td>
<td>30</td>
<td>60</td>
</tr>
</tbody>
</table>

Only one type of portable delineator shall be used on the project.

(c) Barricades

Barricades fabricated in accordance with “Barricade Characteristics” and “Typical Barricades” of the Caltrans Manual of Traffic Controls shall be placed adjacent to all open excavations, stockpiles material, or equipment left unattended with the permission of the Engineer. Barricades left in-place during periods of darkness shall be equipped with battery-operated flashing amber lights in accordance with Section 3-A.05 “Traffic Control” (d) Portable Flashing Beacons of these Standard Specifications. Each lit barricade shall be inspected and tested for flasher operation daily and repaired or maintained as necessary. Illuminated and/or
reflectorized cones and delineators shall not be used in lieu of portable barricades for night traffic control.

(d) Portable Flashing Beacons

Portable flashing beacons shall consist of a lighting unit, a flasher unit, a standard, a battery power source, and a base. The units shall be assembled to form a complete, self-contained flashing unit which can be delivered to the job site and placed in immediate operation.

The lens shall have a visible diameter of 6-inches of plastic or glass conforming with ANSI Standard D-10.1 for yellow traffic signal lens.

The flasher shall be capable of a sustained 50 to 60 flashes per minute.

The battery power source shall be mounted in the base and the base shall be capable of attachment to a Type I, Type II, or Type III portable barricade.

The portable flashing beacons shall be Flex-O-Lite, as manufactured by Flex-O-Lite, Incorporated or approved substitute.

(E) Flaggers

The Contractor shall provide flaggers to direct traffic through the work area in addition to the construction area signs whenever necessitated by the field conditions, the Traffic Plan, or directed by the Engineer. Flaggers shall be equipped with all safety clothing and communication equipment required by the Industrial Safety Orders of the State of California and the current edition of the CALTRANS publication “Instructions to Flaggers”. Flaggers shall be dedicated to traffic control and shall not be assigned any other duties while acting as flaggers.

Paddle signs used by flaggers shall be in accordance with Section 3-A 05, “Traffic Control” (2) Stationary-Mounted Signs of these Standard Specifications. The sign shall be handhold able for extended periods of time at a height of 5-LF above the pavement surface. A rod-mounted flagger sign may be used instead of the paddle-type at any time and shall always be used where prolonged queuing is anticipated. When flaggers are out of sight of each other, both shall be equipped with two-way radio equipment with channels dedicated solely to the flagging operation. Additionally, in areas where full road closure controlled by flaggers is necessary, an additional person shall be stationed at the actual site of work equipped with a radio on the same channel or frequency as the flaggers. This person shall act as the liaison between the flaggers and the construction operation and shall keep the flaggers informed of the status of
the operation. This person shall also be dedicated to the flagging operation. As necessary, flaggers may direct the foreman or superintendent to temporarily suspend operations to permit passage of traffic.

Queue times shall be kept as short as possible and in no case longer than 15 minutes. Emergency vehicles, school buses, and other vehicles that demonstrate an emergency need shall be passed through immediately.

(F) One-Way Traffic, Lane Closures, and Detours

The Contractor shall maintain at least one lane open to traffic at all times while construction activities are in progress. The Contractor shall provide all flaggers necessary to control vehicles through the work area. Flaggers shall be located at each end of the work area and shall be able to maintain communications via visual signal or two-way radio communication at all times. The Superintendent or his appointee shall oversee the construction activities to ensure that the flaggers are fully informed of all traffic conditions at all times.

Except as provided for in the District Contract documents, no streets may be closed or detours made without the express written approval of the Engineer and the Agency of jurisdiction over the work areas. If the Contractor proposes to close lanes on multi-lane streets or detour public traffic around work areas, he shall submit a plan for such detour at least 4-working days or that period provided for in the Contract Documents prior to his proposed schedule to commence detours or lane closures. This plan shall include but not be limited to, the following information:

- Limits of detour or lane closures;
- Reason for detour or lane closure;
- Duration of detour or lane closure;
- Signing and controls for detour and lane closure;
- Additional information that will assist in the review of the plan.

No lane closure or detour shall be effectuated without the express written permission of the Engineer and the Agency of jurisdiction. When a Traffic Control Plan is provided for in the Contract Documents, the plan for detours and lane closures shall be included in such Traffic Control Plan.

(G) Pedestrian Access

The Contractor shall provide pedestrian access through the work areas at all times. This access may move from one side of the street to the other as construction activities require.
Contractor shall be responsible for the safety of all pedestrians transiting the work areas at all times.

(H) Access to Adjacent Properties

The Contractor shall maintain access to adjacent properties at all times during construction. When construction activities require that such access be interrupted, the Contractor shall first notify all property owners and/or tenants that their access will be interrupted, the commencement and duration of the interruption, and request that the property owners and/or tenants provide the Contractor with any special access requirements such as but not limited to, those of the elderly or the disabled. The access to all adjacent properties shall be restored whenever construction activities are not in progress, at the end of each work day, and over all weekends or holidays. The access shall be restored by the closure of the excavation, removal of materials and equipment, or installation of steel plates to transition over construction activities.

The Contractor shall notify the property owner and/or tenant at least 24-hours in advance of interrupting access by personally contacting the property owner and/or tenant. Door hangers may be used to provide this notification. The Contractor shall notify the Engineer of all instances where disruption of access will be required and of the notification of the property owners and/or tenants.

The requirement for notification 24-hours in advance may be waved when the following conditions are met:

The duration of interruption is less than 2-hours;

- The property owners have been notified immediately prior to commencing the interruption;
- The Contractor assists the property owner and/or tenant to leave the property prior to commencing the interruption;
- The Contractor accommodates any request for assistance by the property owner and/or tenant in accessing the property;
- The property owner and/or tenant is unavailable at the time of commencing the interruption and during the interruption.

(I) Open Trenches

No trenches shall be left open overnight or when construction activities are not in progress. Each trench shall be backfilled to the surface or covered with steel plates if backfilling is impracticable. The Contractor shall not open more trench than can be successfully completed.
and backfilled in one day. Where this requirement may be impracticable, the Contractor shall request permission from the Engineer to extend the trench to its practical limit and to cover it with steel plates.

Open trenches parallel to traveled lanes shall be marked with cones, delineators, or portable folding barricades during active construction operations. There shall be a sign at each end of the trench warning of an open trench. The Contractor shall be responsible for the safety of all persons having access to an open trench including but not limited to the general public, the Contractors personnel, and employees and agents of agencies having jurisdiction over the work areas.

(J) Measurement and Payment

(1) Lump Sum Basis - When traffic control is provided for in the Contract Documents to be paid for as a lump sum item, the contract lump sum price shall include full compensation for all labor, materials, equipment, and tools and for doing all work in establishing traffic control through and around the work areas. It shall include but not be limited to, the Traffic Control Plan, all construction area signs, cones, delineators, portable barricades, flashing lights, and flaggers and the notification, installation, maintenance, and equipage necessary for the control of traffic through and around the work site.

(2) Work under Time and Materials Basis - When traffic control is provided for in the Contract Documents to be paid on a time and materials basis, the Contractor shall maintain all records and receive all approvals from the Engineer for the establishment and maintenance of traffic control through and around the work areas. The Contractor shall submit records in accordance with 6-3 Measurement and Payment for all labor, materials, equipment, and tools and for doing all work in establishing and maintaining the traffic control system through and around the work areas. Such records shall include but not be limited to, the Traffic Control Plan, all construction area signs, cones, delineators, portable barricades, flashing lights, and flaggers and the notification, installation, maintenance, and equipage necessary for the control of traffic through and around the work site.

(3) Incidental Basis - When a pay item for traffic control is not included in the Contract Documents, all costs for such traffic control shall be considered as incidental to other items of work and all costs associated with traffic control shall be included in the contract unit or lump sum prices for other items of work and no additional compensation will be allowed therefor.
3-A.06 Erosion Control

(A) General

At all times during the prosecution of the work on a project, the Contractor shall take all measures necessary to prevent damage to the work areas or adjacent properties due to the erosion of materials caused by the effects of weather. Such measures shall include but not be limited to, channelization, berms, dikes, catchment structures, sedimentation basins, silt fences, and seeding in accordance with these Standard Specifications, the Contract Documents, and agencies having jurisdiction over the site of the work. Contractor shall coordinate erosion control work as described in this section with any other contractors employed by the District to complete this project.

(B) Erosion Control Plan

The Contractor shall have an erosion control plan for the management of storm runoff within the work areas. Such plan for work involving the mass grading of soils shall include drawings that show the overall site of work, the routing and control of runoff through the work areas, sedimentation basins, and other pertinent details.

The Contractor shall have the erosion control plan for mass grading areas prepared by a Registered Civil Engineer and comply with the Regional Water Quality Control Board’s Storm Water Pollution Prevention Plan Requirements (SWPPP).

An erosion control plan will not be required for the construction of pipelines; however, the Contractor shall take such measures as are necessary to prevent the erosion of the trench line or adjacent property. Such measures shall be approved by the Engineer prior to commencing construction.

(C) Maintenance

The Contractor shall be responsible for the inspection and maintenance of all erosion control facilities constructed as part of the project. In anticipation of any forecast storm, the Contractor shall inspect and, as appropriate, restore all erosion control facilities to ensure that optimum protection is provided. During any storm or storms that continue more than one day, the Contractor shall inspect and restore all erosion control measures on a daily basis, including weekends and holidays as necessary. The Contractor shall provide all materials, equipment, and personnel necessary to accomplish erosion control.
Upon completion of all work on the project and, as appropriate, successful germination of erosion control seeding, the Contractor shall remove all erosion control measures and structures and restore the site to its original condition, insofar as practicable.

If the Engineer determines that the implementation of erosion control measures constitutes an emergency, the Contractor shall have responsible personnel on the site within one hour of verbal notification by the Engineer and shall immediately commence work on such erosion control measures as are required by current conditions. If the Engineer determines that forces other than the Contractors must be mobilized due to a condition posing an imminent hazard to life or property, he will authorize the mobilization of such forces as are necessary for the protection of life and property.

In determining unavoidable delays in accordance with Section 5-A General Conditions of these Contract documents, erosion control work will not be considered constructive work on the project in the calculation of the number of hours worked to make that determination.

(D) Seeding

Areas including but not limited to, cut slopes, fill slopes, building pads, and mass grading that are to be left in an exposed condition upon completion of all work shall be seeded by the hydro-mulch process with a mixture of grasses and seed conforming with the requirements of the Santa Cruz County Erosion Control Mix in the proportions listed in Table 2-02.

<table>
<thead>
<tr>
<th>Seed</th>
<th>Percentage by Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blando Brome Grass</td>
<td>42.50%</td>
</tr>
<tr>
<td>Hycon Rose Clover</td>
<td>34.18%</td>
</tr>
<tr>
<td>Zorro Fescue</td>
<td>8.21%</td>
</tr>
<tr>
<td>Creeping Red Fescue</td>
<td>14.01%</td>
</tr>
<tr>
<td>Various</td>
<td>1.10%</td>
</tr>
</tbody>
</table>

If the Contractor wishes to use an alternative mixture, he shall submit the mixture to the Engineer for approval prior to proceeding with the seeding operation.

The seed shall be thoroughly mixed with inert fiber material, fertilizer (16-20-0) and water and applied under pressure with a nozzle. The selection of agitator, air pressure, and nozzle size
shall be the responsibility of the Contractor. The total application rate for erosion control seeding shall not be less than 35 pounds per acre. Inert fiber shall be applied with the seeding at a rate of at least 2,000 pounds per acre. Fertilizer shall be applied at the rate of 350 pounds per acre.

Except as provided for in the Contract Documents, the Contractor shall be responsible for providing adequate watering of the seed mix until such time as the site evidences adequate germination. Such evidence shall be the presence of healthy, vigorous plants over the entire site. Areas in excess of 100 square-feet evidencing poor or non-existent germination shall be reseeded where directed by the Engineer.

(E) Measurement

Except where provided in the Contract Documents to be paid on a unit price or lump sum price basis, erosion control measures shall be considered as incidental to other items of work and no measurement will be made thereof.

Where provided in the Contract Documents to be paid for on a unit price basis by area, the quantities of erosion control will be determined by measurement of the area to be treated for erosion control to the nearest 10 square-feet or 1 square-yard.

(F) Payment

Where provided for in the Contract Documents to be paid for as a unit price or lump sum price item, the contract unit or lump sum price for Erosion Control shall include full compensation for providing all materials and equipment and for performing all work involved in Erosion Control including but not limited to, erosion control plans, grading, channelization, sedimentation basins, seeding, maintenance and inspection, and emergency response as provided for in these Standard Specification, the Contract Documents, and as directed by the Engineer.

3-A.07 Utility Marking Systems

(A) General

Wherever provided for in the Contract Documents, the Contractor shall mark the improvements in accordance with the colors shown in Table 2-03. Buried pipelines and facilities may be marked by the use of pigmented pipe materials, epoxy coated pipe and fittings, detectable locator tape, above grade flexible marking post, painted covers or such other marking system as may be provided for in the Contract Documents.
The Contractor shall submit color chips for approval in accordance with Section 6-D Submittals of the District Construction Documents prior to applying or installing any markings. All paint and coating materials shall be applied in accordance with the Manufacturer’s recommendations. The specific color cited herein shall be considered as the basis of comparison by which the submitted color will be evaluated.

### TABLE 2-03
Colors for Utility Marking

<table>
<thead>
<tr>
<th>Product</th>
<th>Color</th>
<th>Equivalent Color Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Ameron</td>
</tr>
<tr>
<td>Raw Water</td>
<td>Med. Grey</td>
<td>GR-2</td>
</tr>
<tr>
<td>Potable Water</td>
<td>OSHA Safety Blue</td>
<td>BL-6</td>
</tr>
<tr>
<td>Recycled Wastewater</td>
<td>OSHA Safety Purple</td>
<td>- -</td>
</tr>
<tr>
<td>Backwash Water</td>
<td>Buff Brown</td>
<td>BR-3</td>
</tr>
<tr>
<td>Chlorine (NaCl)</td>
<td>Haze Green</td>
<td>GN-5</td>
</tr>
<tr>
<td>Caustic (NaOH)</td>
<td>Deep Yellow</td>
<td>YE-4</td>
</tr>
<tr>
<td>Meta-Bisulfite (H2SO2)</td>
<td>OSHA Safety Black</td>
<td>BK-2</td>
</tr>
<tr>
<td>Poly Ortho Phosphate (PO)</td>
<td>OSHA Safety White</td>
<td>WH-2</td>
</tr>
<tr>
<td>Gaseous Product (Gas, Oil, Diesel, Steam, Chemical)</td>
<td>OSHA Safety Yellow</td>
<td>YE-3</td>
</tr>
<tr>
<td>Electric</td>
<td>OSHA Safety Red</td>
<td>RD-2</td>
</tr>
<tr>
<td>Communications (Telephone, CATV, Fiber Optic)</td>
<td>OSHA Safety Orange</td>
<td>OR-2</td>
</tr>
<tr>
<td>Wastewater, Storm Drain</td>
<td>OSHA Safety Green</td>
<td>GR-6</td>
</tr>
<tr>
<td>Compressed Air</td>
<td>Ivory</td>
<td>YE-2</td>
</tr>
</tbody>
</table>

\(^1\) Lead free

\(^2\) Rust-Oleum Colors are for Labor Saver Hard Hat Industrial Coatings.

Underground utility installations shall be marked with a detectable underground utility marking tape in colors conforming with the American Public Works Association Uniform Color Code or that of the local One Call Locating Agency.
(B) Measurement and Payment

No separate measurement will be made for work relating to marking systems. Payment for installing and painting marking systems shall be considered as included in the contract unit or lump sum price for other items of work and no additional compensation will be allowed therefor.

END OF DOCUMENT
3-B POTABLE WATER SYSTEM

3-B IS NOT APPLICABLE TO THIS PROJECT

END OF DOCUMENT
3-C RECYCLED WATER SYSTEM

3-C  IS NOT APPLICABLE TO THIS PROJECT

END OF DOCUMENT
3-D SITE WORK

3-D. IS NOT APPLICABLE TO THIS PROJECT
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4-A NOTICE OF INTENT TO AWARD

DATED:

TO: Contractor

ADDRESS:

CONTRACT WITH: Scotts Valley Water District

PROJECT NAME: SEQUOIA RESERVOIR – INTERIOR RECOATING

The Contract Sum of your contract is sum in words Dollars ($ ).

You must comply with the following conditions precedent by 5.00 p.m. of the 10th Day following the date of this Notice of Award.

Deliver to Owner one (1) fully executed counterpart of the Contract (4-B) executed by you.

Deliver to Owner one (1) original of the Performance Bond (4-C), executed by you and your surety.

Deliver to Owner one (1) original of the Labor and Material Payment Bond (4-D), executed by you and your surety.

Deliver to Owner one (1) original set of the insurance certificates with endorsements required under the Supplementary Conditions - Insurance.

Deliver to Owner one (1) original of the Guaranty, executed by you.

Failure to comply with these conditions within the time specified will entitle Owner to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid security forfeited.

After you comply with the conditions in this Notice of Award, Owner will return to you one fully signed counterpart of the Agreement.

Before you may start any work at the site, you must attend a preconstruction conference. The preconstruction conference may be arranged through Scotts Valley Water District staff. Questions regarding bonds and insurance may be directed to Piret Harmon, General Manager of Scotts Valley Water District. All other inquiries regarding the Project should be directed to David McNair – Operations Manager with Scotts Valley Water District.
Upon commencement of the Work, you and each of your Subcontractors shall certify and provide Owner copies of payroll records on forms provided by the Division of Labor Standards Enforcement, in accordance with California Labor Code §1776.

OWNER

Scotts Valley Water District

By: ________________________________

Piret Harmon, General Manager
4-B AGREEMENT

This agreement, dated this [date] day of [Month], 2019, by and between [Name of Contractor] whose place of business is located at [Address of Contractor] (“Contractor”), and the Scotts Valley Water District (“Owner”), acting under and by virtue of the authority vested in Owner by the laws of the State of California.

WHEREAS, Owner, on the [date] day of [Month, Year] awarded to Contractor the following Contract:

SEQUOIA RESERVOIR – INTERIOR RECOATING

at

SEQUOIA RESERVOIR SITE

Scotts Valley, CA 95066

Now, therefore, in consideration of the mutual covenants hereinafter set forth, Contractor and Owner agree as follows:

SCOPE OF WORK OF THE CONTRACT

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

Price for Completion of the Work
Owner shall pay Contractor the following Contract Sum (Contract Sum) for completion of Work in accordance with Contract Documents as set forth in Contractor’s Bid, attached hereto.

The Contract Sum includes all allowances (if any).

COMMENCEMENT AND COMPLETION OF WORK

Contractor shall commence Work on the date established in the Notice to Proceed (Commencement Date).

Owner reserves the right to modify or alter the Commencement Date.

COMPLETION OF WORK

Contractor shall achieve Substantial Completion of the entire Work within 30 Days from the
Commencement Date.

Contractor shall achieve Final Completion of the entire Work 45 Days from the Commencement Date.

PROJECT REPRESENTATIVES

Owner’s Project Manager
Owner has designated Bay Area Coating Consultants, Inc. as its Project Manager to act as Owner’s Representative in all matters relating to the Contract Documents.

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 Owner, to accept work, and to make decisions or actions binding on Owner, and shall have sole signature authority on behalf of Owner.

Owner may assign all or part of the Project Manager’s rights, responsibilities, and duties to a Construction Manager, or other Owner Representative.

Contractor’s Project Manager
Contractor has designated [________ or other] as its Project Manager to act as Contractor’s Representative in all matters relating to the Contract Documents.

Architect/Engineer

Bay Area Coating Consultants, Inc. furnished the Plans and Specifications and shall have the rights assigned to Architect/Engineer in the Contract Documents.

Architect/Engineer has designated [_____] as its project manager, to act as its representative for receiving and making communications authorized under the Contract Documents.

LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK

As liquidated damages for delay Contractor shall pay Owner One Thousand dollars ($1,000.00) for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.

Measures of liquidated damages shall apply cumulatively.

Limitations and stipulations regarding liquidated damages are set forth in Document 2-F.
Contract Documents
Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

SECTION 1 BID DOCUMENTS
1-A Notice Inviting Bids
1-B Instruction to Bidders
1-C Bid Form
1-D Bid Bond
1-E Subcontractors List
1-F Non-Collusion Affidavit
1-G Statement of Qualifications
1-H Bidder Certifications
1-I Iran Contracting Art Certification

SECTION 2 PROJECT SPECIFIC PLANS AND SPECIFICATIONS
2-A Description of Work
2-B Reports and Information on Existing Conditions
2-C CEQA Conditions and Mitigation Measures
2-D Project Specific Specifications
2-E Addenda
2-F Special Conditions and Liquidated Damages

SECTION 3 DISTRICT STAND SPECIFICATIONS
3-A General Technical Requirements
3-B Potable Water System
3-C Recycled Water System
3-D Site Work
3-E Lining Specifications

SECTION 4 AWARD DOCUMENTS
4-A Notice of Intent to Award
4-B Agreement
4-C Performance Bond
4-D Payment Bond
4-E Maintenance Bond
4-F Contractor’s Insurance Certificates and Endorsements
4-G Warranty and Guaranty
4-H Contractor’s W-9 Form
4-I Notice to Proceed
SECTION 5 GENERAL CONDITIONS
5-A General Conditions
5-B Prevailing Wages & Labor Compliance
5-C Insurance and Indemnification

SECTION 6 CONTRACT ADMINISTRATION
6-A Pre-Award Substitution
6-B Information and Procedures Instructions
6-C Modification Procedures
6-D Submittals
6-E Measurement and Payment
6-F Project Meetings
6-G Progress Meeting
6-H Testing and Inspection
6-I Contract Close-Out
6-J Dispute Resolution Procedures

SECTION 7 PROJECT FORMS
7-A Pre-Bid Request for Substitution
7-B Proposal Request
7-C Submittal Transmittal
7-D Change Order Request
7-E Field Order
7-F Change order
7-G Escrow Agreement for Security Deposits In lieu of Retention

There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in the Contract Documents.

MISCELLANEOUS

It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

Pursuant to Labor Code Section 1771.1(a), 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. Contractor covenants that any additional or substitute Subcontractors
will be similarly registered and qualified.

In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, 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 Owner tenders final payment to Contractor, without further acknowledgment by the parties.

Notice of prevailing wage requirements. Notice is hereby given that pursuant to labor code 1771, prevailing wages are required to be paid for any work which is a “public work” as defined in labor code section 1720(a). The work of this contract is a public work.

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 deemed included in the Contract Documents and on file at Owner’s Office, and shall be made available to any interested party on request. Pursuant to California Labor Code 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Santa Cruz, 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 Santa Cruz, State of California.
IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

CONTRACTOR: [CONTRACTOR’S NAME]

By: ___________________________ (Signature)

______________________________  (Print Name)

______________________________  (Title)

By: ___________________________ (Signature)

______________________________  (Print Name)

______________________________  (Title)

OWNER: [NAME OF OWNER]

By: ___________________________ (Signature)

______________________________  (Print Name)

______________________________  (Title)

END OF DOCUMENT
4-C PERFORMANCE BOND

Whereas, the Scotts Valley Water District ("District") and ("Contractor") have entered into a Construction Contract dated Date whereby Contractor has agreed to construct certain improvements for the project known as SEQUOIA RESERVOIR – INTERIOR COATING; and

WHEREAS, Contractor desires to construct, install and complete the Work as described in the Contract; and

WHEREAS, Contractor is required under the terms of the Contract to furnish and maintain a bond for the faithful performance of the Work described in the Contract.

NOW THEREFORE, we, Contractor and a California admitted surety ("Surety"), are held and firmly bound unto the District, and for the benefit of any and all persons who may suffer damages by breach of the conditions hereof, in the penal sum of dollars, $ (100% of the Contract Amount) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the terms, covenants, conditions, and provisions of the Contract, which is incorporated herein and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, as to installation and completion of said public improvements and in all respects according to their true intent and meaning, and shall indemnify and save harmless District, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by District in successfully enforcing such obligations, all to be taxed as costs and included in any judgment rendered.

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

IN WITNESS WHEREOF, the Contractor and Surety have duly executed this instrument on the date and year set forth below.

CONTRACTOR

Signed: __________________________

Name: __________________________

Title: __________________________

SURETY

Signed: __________________________

Name: __________________________

Title: __________________________

Note: Surety signature must be notarized

END OF DOCUMENT
4-D PAYMENT BOND

WHEREAS, the Scotts Valley Water District ("District") and ("Contractor") have entered into a Construction Contract dated, ("Contract") whereby Contractor has agreed to construct certain improvements for the project known as (Project Name) ; and

WHEREAS, Contractor desires to construct, install and complete the Work as described in the Contract; and

WHEREAS, under the terms of said Contract, Contractor is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the District to secure the claims to which reference is made in Civil Code Section 9550 et seq.

NOW THEREFORE, we, Contractor and a California admitted surety ("Surety"), are held and firmly bound unto the District, and all contractors, subcontractors, laborers, material, men and other persons employed in the performance of the aforesaid Contract and referred to in the aforesaid Civil Code in the sum of WRITE OUT DOLLAR AMOUNT dollars, $ (100% of the Contract Sum), lawful money of the United States, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the District in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Civil Code Section 9550 et seq, so as to give a right of action to them or their assigns in any suit brought upon this bond. Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.
IN WITNESS WHEREOF, the Contractor and Surety have duly executed this instrument on the date and year set forth below.

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>SURETY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signed:</td>
<td>Signed:</td>
</tr>
<tr>
<td>Name:</td>
<td>Name:</td>
</tr>
<tr>
<td>Title:</td>
<td>Title:</td>
</tr>
</tbody>
</table>

Note: Surety signature must be notarized
4-E MAINTENANCE BOND

WHEREAS, the Scotts Valley Water District ("District") and (“Contractor”) have entered into a Construction Contract dated, (“Contract”) whereby Contractor has agreed to construct certain improvements for the project known as (Project Name) ; and

WHEREAS, the Contractor is required under the terms of the Contract to furnish a Maintenance Bond for the correction of any defects due to defective materials or workmanship in the work performed under the Contract.

NOW THEREFORE, we, Contractor and a California admitted surety (“Surety”), are held and firmly bound unto the District, and for the benefit of any and all persons who may suffer damages by breach of the conditions hereof, in the penal sum of $ WRITE OUT DOLLAR AMOUNT dollars, $ lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The conditions of this obligation are such that if, during the maintenance period of two (2) years from the date of acceptance by the District of the work required to be performed under the Contract, the Contractor, upon receiving written notice of a need for repairs which are directly attributable to defective materials or workmanship, shall diligently take the necessary steps to correct said defects within ten (10) days from the date of said notice, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

If any action shall be brought by the District upon this bond, a reasonable attorneys' fee, to be fixed by the Court, shall be and become a part of the District’s judgment in any such action.
IN WITNESS WHEREOF, the Contractor and Surety have duly executed this instrument on the date and year set forth below.

CONTRACTOR

Signed: ________________________________

Name: ________________________________

Title: ________________________________

SURETY

Signed: ________________________________

Name: ________________________________

Title: ________________________________

Note: Surety signature must be notarized

END OF DOCUMENT
4-F CONTRACTOR’S INSURANCE CERTIFICATES AND ENDORSEMENTS

[Contractor to Provide]

Insurance Certificates and Endorsements shall comply with the requirements in

Section 5 Insurance and Indemnification

END OF DOCUMENT
4-G WARRANTY AND GUARANTY

TO: The Scotts Valley Water District (“Owner”), in connection with the construction of the: Sequoia Reservoir – Interior Recoat

project located at: Sequoia Reservoir site California (“Project”), the undersigned Contractor guarantees all construction performed on this Project and also guarantees all labor, materials, equipment incorporated therein.

Contractor hereby grants to Owner for a period of two (2) 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.

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. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within two (2) years, or longer if specified, from the date of Final Acceptance of the Work completed.

If within two (2) years after the date of Final Acceptance of the Work completed, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work 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.

Inspection of the Work shall not relieve 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, 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.

The foregoing Guaranty is in addition to any other warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor’s duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of the Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

Dated:  

Contractor:  

Signature:  

Print Name:  

Title:  

Street Address:  

END OF DOCUMENT
4-H CONTRACTOR’S W-9 FORM

END OF DOCUMENT
4-I NOTICE TO PROCEED

Date: ____________________________ , 2019
To: __________________________________ (Contractor)
Address: ___________________________________________________________

CONTRACT FOR: SCOTTS VALLEY WATER DISTRICT

You are notified that the Contract Time under the above Contract will commence to run on performing your obligations with respect to Work at the project site described in the Contract Documents. In accordance with the Agreement, the dates of Substantial Completion and Final Completion for the entire Work are ____________________________ , 2019 respectfully.

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

1. Submit certified Safety Program and related Submit copies of applicable permits

OWNER

By: __________________________________________________________________________

Its: __________________________________________________________________________

END OF DOCUMENT
SECTION 5 GENERAL CONDITIONS

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5-B PREVAILING WAGES AND LABOR COMPLIANCE .......................................................... 27
5-C INSURANCE AND INDEMNIFICATION ............................................................................. 38
5-A GENERAL CONDITIONS

NOTICE TO PROCEED

The Contractor shall not commence Work on the Project until the Owner issues a Notice to Proceed with the Work. The Contractor shall complete the Work within the time set forth in the Construction Contract, time being of the essence, subject to the delay provisions set forth in this Contract.

CONTRACT ADMINISTRATION

The Owner Representative will provide administration of the Contract as hereinafter described. Hereinafter, the term Owner Representative is the General Manager of the Owner and any and all representatives working under the direction of the Owner Representative.

The Owner Representative has the authority to act on behalf of the Owner on change orders, field orders, progress payments, Contract decisions, the acceptability of the Contractor's work, or early possession.

The Owner Representative has the authority to accept or reject requests for progress payments which have been submitted by the Contractor and recommended by the Owner Representative.

The Owner Representative has the authority to make the final determination of the acceptability of the Work. The Owner's Representative also has the authority to accept or reject recommendations regarding correction of defective work.

The Owner Representative will observe the progress, quality, and quantity of the Work to determine, in general, if the Work is proceeding in accordance with the provisions of the Contract Documents. The Owner Representative shall not be responsible for construction means, methods, appliances techniques, sequences, or procedures, or for safety precautions and programs in connection with the work.

In accordance with the provisions detailed elsewhere in these General Conditions, the Owner's Representative will make decisions relative to all matters of interpretation or execution of the Contract Documents.

CONSTRUCTION SCHEDULE

The Owner Representative has the authority to review and recommend acceptance of the progress schedule submitted by the Contractor at the start of the Work and subsequent significant revisions for conformance to the specified sequence of work and logic.
The Owner Representative, with the assistance of the Design Consultant, will conduct inspections to determine the dates of substantial completion of the Work and final completion of the Work, and will receive and forward to the Owner, for the Owner’s review, written warranties, and related documents required by the Contract and assembled by the Contractor.

OWNER’S RIGHT TO USE OR OCCUPY

The Owner reserves the right, prior to Substantial Completion, to occupy, or use, any completed part or parts of the Work, providing these areas have been approved for occupancy by the Owner. Subject to applicable laws, the exercise of this right shall in no way constitute an acceptance of such parts, or any part of the Work, nor shall it in anyway affect the dates and times when progress payments shall become due from the Owner to the Contractor or in any way prejudice the Owner’s rights in the Contract, or any bonds guaranteeing the same. The Contract shall be deemed completed only when all the Work contracted has been duly and properly performed and accepted by the Owner.

Prior to such occupancy or use, the Owner and Contractor shall agree in writing regarding the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents.

In exercising the right to occupy or use completed parts of the Work prior to the Substantial Completion thereof, the Owner shall not make any use which will materially increase the cost to the Contractor, without increasing the Contract Amount, nor materially delay the completion of the Contract, without extending the time for completion.

OWNER’S RIGHT TO CARRY OUT THE WORK

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of the Contract, and fails within five (5) days after receipt of written notice from the Owner to commence and continue correction of such neglect or deficiency with diligence and promptness, the Owner may, and without prejudice to any other remedy, make good such default, neglect or failure.

The Owner also reserves the right to perform any portion of the work due to an emergency threatening the safety of the Work, public, Owner, and any property or equipment.

In either case, a Change Order shall be issued unilaterally deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies and/or for performing such work, including compensation for the Design Consultant’s, the Owner Representative’s,
and Owner’s additional services made necessary by such default, neglect, failure or emergency.

OWNER’S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

The Owner reserves the right to perform work related to the Project with the Owner’s own forces and to award separate contracts in connection with the Project or other work on the Project site. If the Contractor claims that delay, damage, or additional cost is involved because of such action by the Owner, the Contractor shall make such claim as provided elsewhere in the Contract Documents.

When separate contracts are awarded for different portions of the Project or other work on the Project site, the term “Contractor” in the Contract Documents in each case shall mean the contractor who executes each separate Contract.

RESPONSIBILITY OF THE OWNER

The Owner shall not be held responsible for the care or protection of any material or parts of the work under this Contract prior to final acceptance.

STATUS OF CONTRACTOR AND SUBCONTRACTORS

It is stipulated and agreed that the Contractor shall be an independent contractor in the performance of this Contract and shall have complete charge of persons engaged in the performance of the Work. The Contractor shall perform the Work in accordance with its own means, methods, and appliances subject to compliance with the requirements of the Contract.

Subcontractors will not have or be recognized as having a direct relationship with the Owner. The persons engaged in the work, including employees of subcontractors and suppliers, will be considered employees of the Contractor and their work shall be subject to the provisions of the Contract. References in the Contract Documents to actions required of subcontractors, manufacturers, suppliers, or any person other than the Contractor, the Owner or the Owner Representative shall be interpreted as requiring that the Contractor shall require such subcontractor, manufacturer, supplier or person to perform the specified action.

The Contractor shall not employ any subcontractors that are not properly licensed in accordance with State law. Prior to commencement of any work by a subcontractor, the Contractor shall submit verification to the Owner Representative that the subcontractor is properly licensed for the work it will perform.

Contractor shall be fully responsible to Owner for the performance, acts, and omissions of its subcontractors, and of persons directly or indirectly employed by them. Each subcontract shall
expressly incorporate by reference the terms of this Contract, including the following provisions:

Each subcontractor shall carry insurance as required by the Contract Documents, and provide evidence of such insurance, as provided herein.

Each subcontractor shall be obligated to defend, indemnify, and hold the Owner harmless from all claims arising from the subcontractor’s portion of the Work in the same manner as Contractor.

Each subcontract shall acknowledge the Owner’s right to suspend or terminate the Contract and waive any right to anticipate profits in the event of such termination.

USE AND PROTECTION OF OWNER’S SITE AND ADJACENT PROPERTY

Subject to the approval of the Owner, the Contractor may use portions of the Owner’s site for storage of construction equipment, materials and field offices. The Owner will not accept any responsibility for damage to or loss of the Contractor’s equipment or materials stored on any Project related site caused by vandalism, nature, or otherwise, suffered by the Contractor.

Protection of all construction equipment, stores, and supplies shall be the sole responsibility of the Contractor. Where additional workspace is desired by the Contractor or where the Owner cannot provide the space to the Contractor, it shall be the Contractor’s sole responsibility and expense to obtain such a space for its use.

All workers or representatives of the Contractor, subcontractors or suppliers are admitted to the Site only for the proper execution of the Work in accordance with the Contract Documents. Furthermore, no persons may occupy property owned by the Owner outside the limit of the Work without the express written permission of the Owner Representative.

The Contractor shall enforce any instructions from the Owner Representative regarding combustible materials, placement of signs, danger signals, barricades, radios, noise, dust, and smoking. Upon completion of the Work, the Contractor shall remove all temporary barricades, signs and related materials.

The Contractor shall determine safe loading capacities and shall not overload any structure, building, pipe or other existing facility beyond its safe capacity during construction. In addition to any requirements imposed by law, the Contractor shall shore up, brace, underpin and protect as may be necessary all foundations and other parts of all existing structures, facilities and improvements on the Site or adjacent to the Site which are in any way affected by the Contractor’s excavations or other operations connected with the Work. Prior to commencing
any work which in any way affects adjoining or adjacent land or buildings thereon, or public utilities, the Contractor shall notify the Owner Representative to discuss responsibilities for properly notifying the owners/occupants of adjacent land and the protective measures taken by the Contractor. Upon request of the Owner Representative, the Contractor shall meet with the recipient of any notice or attend local public meetings as proper public outreach on local impacts caused by the completion of the Work.

The Contractor shall take all necessary precautions to protect existing facilities against the effects of all weather and environmental elements and Contractor shall be strictly liable for failure to protect any facility.

All existing improvements and facilities shall be protected from any damage resulting from the operations, equipment or workers of the Contractor.

The Contractor shall take all steps necessary to protect all structures, buildings, land and other facilities from fires and sparks originating from the Work. The Contractor shall comply with all laws and regulations regarding fire protection and shall comply with all instructions given by the fire department with jurisdiction.

Any damage to existing conditions, or to any other improvement or property above or below the ground surface, whether public or private, arising from the Contractor’s operations or performance of the Work shall be repaired within forty-eight (48) hours by the Contractor without expense to the Owner, unless disruption of the Owner’s operations or creation of a safety hazard has occurred, in which case damage will be repaired immediately. The forty-eight (48) hour non-emergency repair response time may be extended only if agreed to in writing by the Owner and/or private property owner. Any delays to the project completion times caused by such repairs shall be considered non-compensable and no further extension of the Contract Time will be granted therefor. Should the Contractor fail to timely repair damage caused by its operations or performance in accordance with this section, the Owner may take steps to protect property and life, in its sole discretion, and deduct the entire cost of such work from amounts due or that may become due to the Contractor. No prior notice to the Contractor shall be necessary for the Owner to take such action.

COMPLIANCE WITH LAWS

Public Works Contract
The Owner is a public agency and is subject to the provisions of law relating to public contracts. It is agreed that all provisions of law applicable to public contracts are a part of these Contract Documents to the same extent as though set forth herein.
Compliance with Laws
The Contractor, shall at its own cost and expense, observe and keep itself and its subcontractors fully informed of all existing and future legislated State and Federal Laws and City and County ordinances and regulations which in any manner affect those engaged or employed in the Work, or the materials and equipment used in the Work, or which in any way affect the conduct of the Work, and all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Drawings, Specifications, or in any other part of this Contract, in relation to any such law, ordinance, regulation, order or decree, the Contractor shall immediately report the same to the Owner Representative in writing. The Contractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees; and shall protect, indemnify, defend and hold harmless the Owner, the Owner Representative, the Design Consultant, and all of their officers, officials, employees, agents, volunteers, and servants against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor itself, its employees, subcontractors, suppliers or others acting on the Contractor’s behalf.

Prevailing Wages, Labor Compliance, Apprenticeship
All Contractors and Subcontractors providing workers or performing work on the Project shall comply with California Labor Code Sections 1771.1, 1771.7 and all other applicable labor requirements in Section 5-B Prevailing Wages and Labor Compliance.

Workers’ Compensation Insurance
The Contractor and all subcontractors are required to comply with the requirements of California Labor Code Section 3700 concerning Workers Compensation Insurance in accordance with the Workers’ Compensation Insurance and Safety Act and all other applicable requirements in Section 5-C Workers’ Compensation Insurance.

SAFETY
The Contractor shall be solely and completely responsible for conditions of the job site, including the safety of all persons and property during the performance of the Work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), the California Occupational Safety and Health Act (CalOSHA), and all other applicable Federal, State, County, and local laws, ordinances, codes, including but not limited to the requirements set forth below, and any regulations that may be detailed in other parts of these Contract Documents. In the event of conflicting requirements, the most stringent requirement as it pertains to the Contractor’s
safety responsibility shall be followed by the Contractor. The Contractor shall indemnify, defend and hold Owner and Owner Representative, Design Consultant and their respective officers, officials, employees, agents, and volunteers or other authorized representatives harmless to the full extent permitted by law concerning liability related to the Contractor’s safety obligations.

The Contractor shall maintain a Drug-Free workplace policy within the Project site for the safety of its employees, the Owner’s, Owner Representative’s, and Design Consultant’s employees and the public. The Drug-Free workplace policy shall be posted on the Construction site. The Contractor shall notify the Owner Representative of any criminal drug statute violation occurring on the site not later than five (5) days after the Contractor becomes aware of such violation.

The Contractor’s compliance with requirements for safety and/or the Owner Representative’s review of the Contractor’s Safety Program shall not relieve or decrease the liability of the Contractor for safety. The Owner Representative’s review of the Contractor’s Safety Program is only to determine if the above-listed elements are included in the program.

SAFETY STANDARDS

Asbestos-Related Work - All work involving asbestos-containing material must be performed in accordance with California Labor Code, Sections 6501.5 through 6510, inclusive, and California Administrative Code, Title 8, Section 5208 and all other pertinent laws, rules, regulations, codes, ordinances, decrees and orders.

PUBLIC SAFETY AND CONVENIENCE

In accordance with the provisions of Section 6500 of the Labor Code, the Contractor shall conduct his work so as to ensure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the Work and to ensure the protection of persons and property. No road or street shall be closed to the public except with the permission of the Owner’s Representative and the proper governmental authority. Fire hydrants on or adjacent to the Work shall be accessible to firefighting equipment. Temporary provisions shall be made by the Contractor to ensure the use of sidewalks, private and public driveways and proper functioning of gutters, sewer inlets, drainage ditches and culverts, irrigation ditches and natural watercourses. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend Owner from any and all liability, including attorneys’ fees and costs of litigation, arising from any failure to comply with this section by Contractor or its privities.
COMPLIANCE WITH ENVIRONMENTAL LAWS

During construction, the Contractor shall comply with all pertinent requirements of Federal, State, and local environmental laws and regulations, including, but not limited to, the Federal Clean Air Act, State and local air pollution and noise ordinances, and construction site erosion control regulations, if applicable.

PROVISIONS FOR HANDLING EMERGENCIES

It is possible that emergencies may arise during the progress of the Work, which may require special treatment or make advisable extra shifts of labor forces to continue the Work for twenty-four (24) hours per day. These emergencies may be caused by damage or possible damage to nearby existing structures or property by reason of the work under construction, or by storm, accidents, or leakage. The Contractor shall be prepared in case of such emergencies to make all necessary repairs and shall promptly execute such work when required by the Owner Representative. The determinations made by the Owner Representative for handling emergencies shall be final and conclusive upon the parties. Upon start of the Work, Contractor shall provide means for immediate emergency notification of Contractor's designated representative and designated emergency alternates.

COOPERATION WITH OTHER CONTRACTORS

This Section shall serve as notice to the Contractor that the Owner may let other contracts for other work at or near the site of this work. The Contractor shall afford other contractors reasonable opportunity for the delivery and storage of their materials and the execution of their work, and shall properly connect and coordinate its work with theirs. Should construction be underway by other forces or by other contractors within or adjacent to the limits of the work or in the vicinity of the work to be done under this Contract, the Contractor shall so conduct its operations as to interfere to the least possible extent with the work of such other forces or contractors. Any difference or conflicts which may arise between the Contractor and any other forces or contractors, creating delays or hindrance to each other, shall be adjusted as determined by the Owner's Representative.

CONTROL OF WORK AND MATERIAL

The means, methods, and appliances adopted by the Contractor shall be planned and executed to produce the highest-grade quality of work and will enable the Contractor to complete the Work in the time agreed upon. The Owner and the Owner Representative shall not supervise, direct, or have control over, or be responsible for, Contractor's means, methods and appliances of construction or for the safety precautions and programs incident thereto, or for any failure
of Contractor to comply with laws and regulations applicable to the furnishing or performance of Work. However, if at any time the means, methods and appliances appear inadequate or of inferior quality, the Owner Representative may order the Contractor to improve their character or efficiency, and the Contractor shall conform to such order; failure of the Owner Representative to order such improvement of methods of efficiency will not relieve the Contractor from its obligation to perform satisfactory work and to finish the Work in the time agreed upon.

CHARACTER OF WORKERS

None but competent superintendents, forepersons and workers shall be employed on the Work. The Contractor shall remove from the Work any person who commits trespass, possesses firearms or other weaponry, is under the influence or is in the possession of alcohol or other illegal drugs/controlled substance, or is, in the opinion of the Contractor or Owner Representative, disorderly, dangerous, insubordinate, incompetent, or otherwise objectionable. Such discharge shall not be the basis of any claim for compensation or damages against the Owner, its officers, officials, employees, agents, and volunteers, the Design Consultant, the Owner Representative, and their partners, officers, employees, agents or any of its officers or representatives.

SUPPLY OF SUFFICIENT WORKERS

The Contractor shall at all time employ qualified workers sufficient to prosecute the Work at a rate and in a sequence and manner necessary to complete the Work within the Contract Time(s). This obligation shall remain in full force and effect notwithstanding disputes or claims of any type.

MATERIALS AND WORKMANSHIP

Unless otherwise indicated in these Specifications, or favorably reviewed by the Design Consultant, materials and equipment for the construction work shall be the best grade in quality of a manufacturer regularly engaged in the production of such materials and equipment or materials and equipment of comparable character. All materials must be of the specified quality and equal to approved samples, if samples have been submitted. All work shall be done and completed in the best workmanlike manner, obtainable in the local market. All permanent materials and equipment shall be new unless otherwise specified.

All defective work or materials shall be promptly removed from the premises by the Contractor, whether in place or not, and shall be replaced or renewed in such manner as the Owner Representative may direct. All materials and workmanship of whatever description shall be
subjected to the inspection of and rejection by, the Owner Representative if not in conformance with the Contract Documents. The decision of the Owner Representative is final and conclusive upon the parties.

Any defective material or workmanship, or any unsatisfactory or imperfect work which may be discovered before the final acceptance of the work or within one (1) year thereafter, shall be corrected immediately upon the receipt of notice from the Owner Representative, without extra charge, notwithstanding that it may have been overlooked in previous inspections and estimates. Failure to inspect work shall not relieve the Contractor from any obligation to perform sound and reliable work as herein described.

UTILITY LOCATION

It shall be the Contractor’s responsibility to determine the exact location and depth of all utilities, including service connections. The Contractor shall not be entitled to additional compensation or time extensions for work necessary to avoid interferences nor for repair to damaged utilities if the Contractor does not expose all such existing utilities as required by this section. Temporary or permanent relocation or alteration of utilities desired by the Contractor for its own convenience shall be the Contractor’s responsibility and it shall make arrangements and bear all costs for such work.

PROGRESS OF THE WORK

Time is of the essence in the performance of this Contract. The Contractor shall prosecute the work so that the various portions of the project shall be complete and ready for use within the time specified in the Contract Documents. It is expressly understood and agreed by and between the Contractor and the Owner that the Contract Time for completion of the work described herein is a reasonable time taking into consideration the general climatic and economic conditions and other factors prevailing in the locality and the nature of the work. The Contractor is hereby advised that the Contractor’s bid is to be based on the entire Contract Time and the Contractor shall include its field and home office overhead costs in the bid for the entire Contract Time.

NOTICE OF DELAYS

When the Contractor foresees a delay in the prosecution of the Work and, in any event, immediately upon the occurrence of a delay, the Contractor shall notify the Owner Representative in writing of the probability of the occurrence of the delay, and its cause. The Contractor shall provide this notice no later than two (2) calendar days after the occurrence of such delay, including weather delays as specified herein. The Contractor shall take immediate
steps to prevent, if possible the occurrence or continuance of the delay. The Contractor agrees that no claim shall be made for delays which the Owner Representative is not notified of within the time specified herein. Contractor further agrees that Contractor shall not be permitted any additional time for completion of the Work or any additional compensation as a result of delay unless Contractor notifies the Owner Representative of the delay within the time specified herein.

Non-Excusable Delays
Non-excusable delays in the prosecution of the Work shall include delays which could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its subcontractors, at any tier level, or suppliers. The Contractor shall receive no compensation or time extension for such delay.

Excusable Delays
Excusable delays in the prosecution or completion of the Work shall include delays which result from causes beyond the control of the Contractor and Owner and which could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its subcontractors, at any tier level, or suppliers. The Contractor shall receive no compensation for such delay.

Abnormal Delays
Delays caused by fire, unusual storms, floods, tidal waves, earthquakes, strikes, labor disputes, freight embargoes, and shortages of materials shall be considered as excusable delays insofar as they prevent the Contractor from proceeding with the Work for at least five (5) hours per day toward completion of the current critical activity item(s) on the latest favorably reviewed progress schedule.

Weather Delays
Should inclement weather conditions or the conditions resulting from weather prevent the Contractor from proceeding with seventy-five (75%) percent of the normal labor and equipment force for at least five (5) hours per day toward completion of the current critical activity item(s) on the latest favorably reviewed progress schedule it shall be a weather delay day. The Contractor may be granted a time extension for such delay.

Material Shortages
Upon the submission of satisfactory proof to the Owner Representative by the Contractor, shortages of material may be acceptable as grounds for granting a time extension. In order that such proof may be satisfactory and acceptable to the Owner Representative, it must be demonstrated by the Contractor that the Contractor has made every effort to obtain such
materials from all known sources within reasonable reach of the proposed Work. Only the physical shortage of material, caused by unusual circumstances, will be considered under these provisions as a cause for extension of time, and no consideration will be given to any claim that material could not be obtained at a reasonable, practical, or economical cost or price, unless it is shown to the satisfaction of the Owner Representative that such material could have been obtained only at exorbitant prices entirely out of line with current rates, taking into account the quantities involved and usual practices in obtaining such quantities. A time extension for a shortage of material will not be considered for material ordered or delivered late or whose availability is affected by virtue of the mishandling of procurement. The above provisions apply equally to equipment to be installed in the work.

TIME EXTENSIONS

Non-Excusable Delays
The Owner, at its sole option, may grant an extension of time for milestone or completion dates for non-excusable delays if the Owner deems it is in its best interest. If the Owner grants an extension of time for non-excusable delays, the Contractor agrees to pay the Owner's actual costs, arising from the delay, including charges for engineering, inspection, and administration incurred during the extension, as determined by Owner.

Excusable or Compensable Delays
If the Contractor is delayed in the performance of its work due to Excusable or Compensable Delays, then milestone and Contract completion dates may be extended by the Owner for such time that, in the Owner Representative's determination, the Contractor's completion dates will be delayed, provided that the Contractor strictly fulfills the following: The Contractor shall provide timely notification and submit in writing a request for an extension of time to the Owner Representative stating at a minimum the probable cause of the delay and the number of days being requested. The Owner may require a time impact analysis. If requested by the Owner Representative, the Contractor shall promptly provide sufficient information to the Owner Representative to assess the cause or effect of the alleged delay, or to determine if other concurrent delays affected the Work.

Weather Delays
The Contractor may be granted a non-compensable time extension for weather caused delays which meet the criteria above. Should the Contractor fail to fulfill any of the foregoing, which are conditions precedent to the right to receive a time extension, the Contractor waives the right to receive a time extension.

It is understood and agreed by the Contractor and Owner that time extensions due to excusable
or compensable delays will be granted only if such delays involve an impact to the critical path that would prevent completion of the whole Work within the specified Contract time.

LIQUIDATED DAMAGES

Should the Contractor fail to complete the Work within the time specified in the Contract, as extended in accordance with this section if applicable, the Contractor shall forfeit and the Owner may recover liquidated damages. Owner and the Contractor recognize that time is of the essence of this Contract and that the Owner will suffer financial loss if the Work is not completed within the time specified in the Contract. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage which the Owner will sustain in the event of and by reason of the Contractor’s failure to fully perform the Work or to fully perform all of its contractual obligations that have accrued by the time for completion. It is, therefore, agreed in accordance with California Government Code Section 53069.85 that the Contractor will forfeit and pay to the Owner liquidated damages in the amount set forth in the Contract Documents, per day for each and every calendar day that expires after the time for completion in the Contract Documents. It is further understood and agreed in accordance with California Government Code Section 53069.85 that the liquidated damages sum specified in this provision is not manifestly unreasonable under the circumstances existing at the time this Contract was made, and that the Owner may deduct liquidated damages sums in accordance with this provision from any payments due or that may become due the Contractor. Liquidated damages will continue to accrue at the stated rate until substantial completion of the Work. Accrued liquidated damages may be deducted by the Owner from amounts due or that become due to the Contractor for performance of the Work.

SUSPENSION OF WORK

If the Contractor fails to correct defective work, Supply of Sufficient Workers, or fails to carry out the Work in accordance with the Contract Documents or any other applicable rules and regulations, the Owner, by a written order of the Owner’s representative or signed personally by an agent specifically so empowered by the Owner, in writing, may order the Contractor to stop the work, in its entirety or any portion thereof. In the event of a suspension of only a portion of the work, the Contractor is obligated to perform the portion of the work not suspended. The Suspension of Work shall remain in effect until the condition or cause for such order has been eliminated. The Owner’s concurrence that the condition or cause has been eliminated will be provided to the Contractor in writing. This right of the Owner to stop and suspend the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. All delays in the Work
occasioned by such stoppage shall not relieve the Contractor of any duty to perform the Work or serve to extend the time for its completion. Any and all necessary corrective work done in order to comply with the Contract Documents shall be performed at no cost to the Owner.

In the event that a suspension of Work is ordered, as provided in this paragraph, the Contractor, at its expense, shall perform all work necessary to provide a safe, smooth, and unobstructed passageway through construction for use by public, pedestrian, and vehicular traffic, during the period of such use by suspension. Should the Contractor fail to perform the Work as specified, the Owner may perform such work and the cost thereof may be deducted from partial payments and/or final payment due to the Contractor under the Contract.

The Owner shall also have authority to suspend the Work wholly or in part, for such period as the Owner may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the Work. Such temporary suspension of the Work will be considered justification for time extensions to the Contract in an amount equal to the period of such suspension if such suspended work includes the current critical activity on the latest favorably reviewed progress schedule.

RIGHT TO TERMINATE CONTRACT

If at any time the Contractor is determined to be in material breach of the Contract, notice thereof in writing will be served upon the Contractor and its sureties, and should the Contractor neglect or refuse to propose and effect a means for a satisfactory compliance with the Contract, as directed by the Owner Representative, within the time specified in such notice, the Owner or the Owner’s Representative in such case shall have the authority to terminate the operation of the Contract.

Upon such termination, the Contractor shall discontinue the Work or such parts of it as the Owner may designate. Upon such termination, the Contractor’s control shall terminate and thereupon the Owner or its fully authorized representative may take possession of all or any part of the Contractor’s materials, tools, equipment, and appliances upon the premises and use the same for the purposes of completing the Work and hire such force and buy or rent such additional machinery, tools, appliances, and equipment, and buy such additional materials and supplies at the Contractor's expense as may be necessary for the proper conduct of the Work and for the completion thereof; or the Owner may employ other parties to carry the Contract to completion, employ the necessary workers, substitute other machinery or materials and purchase the materials contracted for, in such manner as the Owner may deem proper; or the Owner may annul and cancel the Contract and release the Work or any part thereof. Any excess of cost arising therefrom over and above the Contract Price will be charged against the
Contractor and its sureties, who will be liable therefor.

In the event of such termination, all monies due to the Contractor or retained under the terms of this Contract shall be held by the Owner; however, such holdings will not release the Contractor or its sureties from liability for failure to fulfill the Contract. Any excess cost over and above the Contract Amount incurred by the Owner arising from the termination of the operations of the Contract and the completion of the Work by the Owner as above provided shall be paid for by the Contractor. The Contractor shall be entitled to credit against such excess costs and contract funds held by the Owner. Any contract funds remaining after all valid claims for completion of the Work have been paid shall be paid to the Contractor sixty (60) days after completion of the Work.

If at any time before completion of the work under the Contract, it shall be determined by the Owner that reasons beyond the control of the parties hereto render it impossible, impractical, undesirable, or otherwise against the interests of the Owner to complete the work, or if the work shall be stopped by an injunction of a court of competent jurisdiction or by order of any competent authority, the Owner may, upon ten (10) days written notice to the Contractor, discontinue the work and terminate the Contract for its convenience. Upon service of such notice of termination, the Contractor shall discontinue the work in such manner, sequence, and at such times as the Owner Representative may direct. The Contractor shall have no claim for damages for such discontinuance or termination, nor any claim for anticipated profits on the work thus dispensed with, nor any other claim except for the work actually performed in accordance with the Contract Documents up to the time of discontinuance, including any extra work ordered by the Owner Representative to be done, nor for any claim for liquidated damages.

CHANGE ORDERS

Without invalidating the Contract and without notice to sureties or insurers, the Owner through the Owner Representative, may at any time or from time to time, order additions, deletions, or revisions in the Work; these will be authorized by Field Order or Change Order. By the acceptance of a Change Order, the Contractor waives any claim for additional time, not included in the Change Order, for the work covered by that Change Order. Additional or extra work performed by the Contractor without written authorization of a Field Order or Change Order will not entitle the Contractor to an increase in the Contract Amount or an extension of the Contract Time.

Compensable extra work shall be that work required for the completed project, but not shown, detailed or specified in the Contract Documents. Such work shall be governed by all applicable
provisions of the Contract Documents. In giving instructions, the Owner Representative shall have authority to make minor changes in the Work, not involving extra cost, and not inconsistent with the purposes of the Work; but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Owner through the Owner Representative, and no claim for an addition to the Contract Amount and/or Contract Time shall be valid unless so ordered.

In case any change increases or decreases the work shown, the Contractor shall be paid for the work actually done at a mutually agreed upon adjustment to the Contract Price.

If the Contractor refuses to accept a Change Order, the Owner may issue it unilaterally. The Contractor shall comply with the requirements of the Change Order. The Owner shall provide for an equitable adjustment to the Contract Price and/or Contract Time, and compensate the Contractor accordingly. If the Contractor does not agree that the adjustment is equitable, it may submit claim through a dispute resolution procedure.

DIFFERING SITE CONDITIONS

Pursuant to Public Contract Code Section 7104, the Contractor shall promptly, and before such conditions are disturbed, notify the Owner Representative in writing, of any:

Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

Subsurface or latent physical conditions at the site differing from those indicated in the Contract Documents.

Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The Owner shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work the Owner shall cause to be issued a change order under the procedures relating to Change Orders.

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

PAYMENT

General
The Contractor shall accept the compensation, as herein provided, as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed Work and for performing all work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the Work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the Work, also for all expenses incurred in consequence of the suspension or discontinuance of the Work as herein specified; and for completing the Work according to the Contract Documents. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material.

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

Full compensation for conforming to all of the provisions of the Contract Documents shall be considered as included in the prices paid for the various Contract items of work and no additional compensation will be allowed therefor.

Payment of Taxes
The Contractor shall pay and shall assume exclusive liability for all taxes levied or assessed on or in connection with its performance of this Contract, whether before or after acceptance of the work, including, but not limited to, State and local sales and use taxes, Federal and State payroll taxes or assessments, and excise taxes, including any taxes or assessments, levied or increased during the performance period of the work. No separate allowance will be made therefor, and all costs in connection therewith shall be included in the total amount of the Contract price.

Progress or Partial Payments
In consideration of the faithful performance of the Work prosecuted in accordance with the Contract Documents, the Owner will pay the Contractor for all such work installed on the basis of unit prices and/or percentage completion.

Payments will be made by the Owner to the Contractor on estimates duly certified and approved by the Owner Representative, based on the Lump Sum or unit price value of
equipment installed and tested, labor and materials incorporated into said permanent work by the Contractor during the preceding month, and acceptable materials and equipment on hand (materials and equipment furnished and delivered to the site by the Contractor and not yet incorporated into the work accompanied by an approved invoice). Payments will not be made for temporary construction unless specifically provided for in the Contract Documents.

Partial payments will be made monthly based on work accomplished as of a day mutually agreed to by the Owner and the Contractor.

The Contractor shall submit a completed and signed progress payment request form with its estimate of the work completed during the prior month and the work completed to date in a format corresponding to the unit price schedule and accepted cost breakdown. Additionally, the Contractor shall submit a detailed statement of the Contractor's request for payment of acceptable materials and equipment on hand. Each payment request shall list each Change Order executed prior to date of submission, including the Change Order Number.

Contractor shall certify each payment request stating that the Contractor has met all requirements of the Contract Documents for all amounts included in the payment request and that all work included in the payment request has been performed in accordance with the Contract Documents.

Upon receipt of Contractor's requests for payment, the Owner shall act in accordance with the following: The Owner Representative shall review the submitted estimates, as soon as practicable after receipt for the purpose of determining that the estimates are a proper request for payment, and shall prepare a certified estimate of the total amount of work done and acceptable materials and equipment on hand.

If requested, the Contractor shall provide such additional data as may be reasonably required to support the partial payment request. The Owner Representative will adjust or correct the payment request and will be available to meet and discuss the partial payment request prior to its resubmittal(s). When the Contractor's estimate of amount earned conforms to the Owner Representative's evaluation, the Contractor shall submit to the Owner Representative a properly completed and signed progress payment request. The Owner Representative will submit the recommended progress payment request for the Owner's approval and processing. Payment will be made by the Owner to the Contractor in accordance with Owner's normal accounts payable procedures; the Owner shall retain retention from the payment.

Each progress payment request and the final payment request shall be deemed "proper" only if it is submitted on the form approved by the Owner, with all of the requested information.
completely and accurately provided by the Contractor and such completed progress payment request form or final payment request form is accompanied by (i) certified payrolls of the Contractor and all Subcontractors, of any tier, for laborers performing any portion of the Work for which a progress payment or final payment is requested; (ii) duly completed and executed Conditional Waiver and Release Upon Progress Payment or Final Payment forms in accordance with California Civil Code 8132 for all Subcontractors of any tier, and Material Suppliers covering the progress payment or final payment requested; (iii) duly completed and executed Unconditional Waiver and Release Upon Progress Payment forms in accordance with California Civil Code 8136 and 8138 for all Subcontractors of any tier, and Material Suppliers covering the Progress Payment received by the Contractor under the prior progress payment request.

Right to Withhold Amounts
The Owner will withhold from each of the partial payments and retain as part security, five (5) percent of the amount earned until the final payment in accordance with Public Contract Code Section 7201.

Other Withholds
In addition to the amount which the Owner may otherwise retain under the Contract, the Owner may withhold a sufficient amount or amounts of any payment or payments otherwise due to the Contractor, as in its judgment may be necessary to cover:

A. For defective work not remedied.
B. A reasonable doubt that the Contract can be completed for the balance then unpaid.
C. Damage to another contractor or third party, or to property.
D. Cost of insurance arranged by the Owner due to cancellation or reduction of the Contractor’s insurance.
E. Failure to make proper submissions, as specified herein.
F. Payments due to the Owner from the Contractor.
G. Reduction of Contract Amount because of modifications.
H. The Contractor’s neglect or unsatisfactory prosecution of the Work including additional engineering and administrative costs related to construction and/or shop drawing errors and the failure to clean up.
I. Provisions of law that enable or require the Owner to withhold such payments in whole or in part.
J. Stop Notice claims filed by Contractor’s subcontractors, of any tier, or its material
suppliers.

K. Failure of Contractor to submit Operation and Maintenance Manuals.

L. Failure to comply with legal, environmental or other regulatory requirements.

M. When the above reasons for withholding amounts are removed, payment will be made to the Contractor for amounts withheld because of them.

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

AUDIT AND EXAMINATION OF RECORDS

The Owner may examine and audit at its own cost and expense all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontract job cost reports and other Work related data of the Contractor, subcontractors engaged in performance of the Work, and suppliers providing supplies, equipment and other materials required for the Work, including computations and projections related to bidding, negotiating, pricing or performing the Work or Contract modifications and other materials concerning the Work, including, but not limited to, Contractor daily logs, in order to evaluate the accuracy, completeness, and currency of cost, pricing, scheduling and any other Work-related data. The Contractor will make available all such Work-related data at all reasonable times for examination, audit, or reproduction at the Contractor’s business office at or near the Worksite, and at any other location where such Work-related data may be kept until three years after final payment under the Contract.

Pursuant to California Government Code Section 8546.7, if the amount of public funds to be expended is in excess of $10,000, this Contract will be subject to the examination and audit of the State Auditor, at the request of the Owner, or as part of any audit of the Owner, for a period of three (3) years after final payment under the Contract.

SECURITY SUBSTITUTION FOR WITHHOLDS

Pursuant to Public Contract Code Section 22300 (the provisions of which are hereby incorporated herein by reference), the Contractor may substitute securities for any moneys withheld by the Owner as retention. Section 7 – Project Forms.
WARRANTY OF TITLE

No material, supplies, or equipment for the Work under this 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 the seller or supplier. The Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by the Contractor, to the Owner free from any claims, liens, security interests, or charges. The Contractor further agrees that neither the Contractor nor any person, firm, or corporation furnishing any materials or labor for any work covered by this Contract shall have any right to a lien upon the premises or any improvement or appurtenances thereon, provided that this shall not preclude the Contractor from installing metering devices and other equipment of utility companies or of municipalities, the title of which is commonly retained by the utility company or the municipality. In the event of the installation of any such metering device or equipment, the Contractor shall advise the Owner as to the legal Owner thereof.

SUBSTANTIAL COMPLETION

When the Contractor considers that the Work or portion of the Work is substantially complete, the Contractor shall notify the Owner Representative in writing. Upon receipt of the notification, the Owner Representative, the Owner, the Design Consultant and/or their authorized representatives will make inspection, to determine if the Work and administrative requirements are sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. If items are found which prevent such use or occupancy, the Owner Representative shall notify the Contractor in writing of such items by issuing a Corrective Work Item List.

Upon the completion of such corrective work, the Contractor shall so notify the Owner Representative in writing. The Owner Representative, the Owner and/or the Design Consultant shall inspect the Work to determine its acceptability for Substantial Completion and for determination of other items which do not meet the terms of the Contract. Upon verification that the Work is substantially complete the Owner Representative shall prepare a Certificate of Substantial Completion and the Punch List. The Certificate shall establish the date of Substantial Completion and the responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, commencement of warranties required by the Contract Documents, and shall fix the time, not to exceed sixty (60) days, within which the Contractor shall finish all items on the Punch List or remaining work or administrative
requirements accompanying the Certificate. When the preceding provisions have been approved by both the Owner and the Contractor, they shall sign the Certificate to acknowledge their written acceptance of the responsibilities assigned to them in such Certificate. By such acknowledgment, the Owner has the right to retain, in accordance with applicable law, withheld monies due the Contractor to pay the Owner's actual costs including, but not limited to, charges for engineering, inspection, and administration incurred due to the failure to complete the Punch List within the time period provided in the Certificate of Substantial Completion, which costs the Owner may deduct from amounts due or that may become due the Contractor under the Contract.

FINAL CLEANUP

On all building projects and wherever else applicable, besides final site cleanup, the following special cleaning shall be performed at the completion of the Work:

A. Putty stains and paint shall be removed from glass; the glass shall be washed inside and outside. Care shall be exercised so as not to scratch glass.

B. Marks, stains, fingerprints, and other soil and dirt shall be removed from painted, decorated, or stained work.

C. Waxed woodwork shall be cleaned and polished.

D. Hardware shall be cleaned and polished of all traces; this shall include removal of stains, dust, dirt, paints, and blemishes.

E. Spots, soil, paint, plaster, and concrete shall be removed from tile; tile work shall be washed afterwards.

F. Fixtures, equipment, and visible piping and ducts shall be cleaned, and stains, paint, dirt, and dust shall be removed.

G. Temporary floor protections shall be removed; floors shall be cleaned, waxed, and buffed.

H. Dust, cobwebs, and traces of insects and dirt shall be removed.

I. Marred surfaces shall be repaired, patched, and touched up to specified finish to match adjacent surfaces.

J. All interior spaces including inside cabinets shall be vacuum cleaned.

K. Air handling filters and light bulbs shall be replaced if units were operated during construction. Ducts, blowers, and coils shall be cleaned if air-handling units were
operated without filters during construction.

L. All other cleaning applicable to the work performed on the Project in order to convey to the Owner a sanitary, orderly, and aesthetically acceptable facility.
FINAL INSPECTION AND PAYMENT

Upon completion of the Work, including all items on the Punch List, and upon completion of final cleaning, the Contractor shall so notify the Owner Representative in writing. Upon receipt of the notification, the Owner Representative, the Owner and/or their authorized representatives will make the final inspection, to determine the actual status of the Work in accordance with the terms of the Contract. If materials, equipment, workmanship or administrative requirements are found which do not meet the terms of the Contract, the Owner Representative shall prepare a Final Inspection List of such items and submit it to the Contractor. Following completion of the work to correct all items in the Final Inspection List, the Contractor shall notify the Owner Representative. The Owner Representative shall, in turn, notify the Owner that the Work has been completed in accordance with the Contract. Final determination of the acceptability of the Work shall be made by the Owner. After completion of the work, but prior to its acceptance by the Owner, the last partial payment will be made to the Contractor.

After receipt of the last partial payment, but prior to acceptance of the Work by the Owner, the Contractor shall send a letter to the Owner Representative. The letter, pursuant to California Public Contract Code Section 7100, shall state that acceptance of the final payment described below shall operate as and shall be, a release to the Owner, the Owner Representative, the Design Consultant, and their duly authorized agents, from all claim of and/or liability to the Contract arising by virtue of the Contract related to undisputed contract amounts. Disputed Contract claims in stated amounts previously filed as provided in, Resolution of Disputes may be specifically excluded by the Contractor from the operation of the release.

Following receipt of all required submittals and the Owner Representative's written statement that construction is complete and recommendation that the Owner accepts the project, the Owner will take formal action on acceptance.

Within ten (10) days of the acceptance by the Owner of the completed work embraced in the Contract Documents, the Owner will cause to be recorded in the office of the County Recorder a Notice of Completion.

Within sixty (60) days after recording the Notice of Completion of the Work involved in the Contract, the Owner will pay the Contractor in lawful money such sums of money as may be due the Contractor and are undisputed including all sums retained but excluding such sums as have previously been paid the Contractor. This payment will constitute the final payment to the Contractor under this Contract. Upon receipt of such payment, the Contractor shall send Owner an "unconditional waiver and release upon final payment" properly executed in
accordance with California Civil Code Section 8136.

The Owner will pay the Contractor in lawful money such sums of money as may be due the Contractor including all sums retained but excluding such sums as have previously been paid to the Contractor and as may be needed to cover outstanding stop notices. This payment will constitute the final payment to the Contractor under this Contract.

In the event of a dispute between the Owner and the Contractor, the Owner may in accordance with Public Contract Code Section 7107 withhold from the final payment an amount of 150 percent of the disputed amount.

WARRANTY AND GUARANTY

The Contractor guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein. Contractor hereby grants to County for a period of two 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. 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. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one year, or longer if specified, from the date of Final Acceptance of the Work completed. If within two year after the date of Final Acceptance of the Work completed, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be Defective, Contractor shall promptly, without cost to County and in accordance with County’s written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by County 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, County 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, County shall have all rights and remedies granted by law. Inspection of the Work shall not relieve 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, 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. The foregoing Guaranty is in addition to any manufacturer's warranty. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of the Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor. Contractor shall provide a Warranty Bond to secure the performance of the Warranty and Guaranty set forth herein.

PUBLIC RECORDS ACT

Except as otherwise provided herein, all records, documents, drawings, plans, specifications, and all other information relating to the conduct of Owner's business, including information submitted by the Contractor ("Records"), shall become the exclusive property of Owner and shall be deemed public records. Said Records are subject to the provisions of the California Public Records Act (Government Code § 6250 et. seq.). The Owner's use and disclosure of its records are governed by this Act.

END OF DOCUMENT
5-B PREVAILING WAGES AND LABOR COMPLIANCE

Contractor and Subcontractors are responsible for complying with each and every applicable prevailing wage law and labor compliance requirements.

LABOR COMPLIANCE PROGRAM

Pursuant to public contract code section 221600, owner’s labor compliance shall be monitored by the California Department of Industrial Relations.

All Contractors and Subcontractors providing workers or performing work on the Project shall comply with California Labor Code Sections 1771.1, 1771.7 and all other applicable labor requirements.

All contractors and subcontractors providing workers or performing work on the project shall comply with all applicable wage and hour laws.

WAGE RATES

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 owner’s offices located at 2 Civic Center Drive, Scotts Valley, CA 95066. Upon request, the owner will make available copies to any interested party.

Contractor shall post the applicable prevailing wage rates at each Project construction site.

NO DUTY TO CONTRACTOR OR SUBCONTRACTOR

The duty of owner to carry out its labor compliance program runs solely to the director of the California Department of Industrial Relations and not to any worker, contractor, subcontractor or other party.

PAYMENT OF PREVAILING WAGE RATES

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 (1) work of a similar character in the locality in which the Work is performed and (2) 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 insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, a provision that each 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 California Labor Code.

The Contractor is responsible for ascertaining and complying with all current general prevailing wage rates for each craft, classification, or type of worker needed to execute the Contract including any rate changes that take effect during the term of the Contract.

The 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, a provision that each Subcontractor shall ascertain and comply with all current general prevailing wage rates for each craft, classification, or type of worker needed to perform the Work, including any rate changes that take effect during the term of such contract.

The limited exemption from paying prevailing wage rates pursuant to California Labor Code §1771.5 shall be applied to this Contract if the exemption criteria set forth therein are met.

LABOR CODE COMPLIANT PAYROLL RECORDS

Contractor must maintain accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing Work on the Project. Contractor’s payroll records shall also set forth the straight time and overtime hours worked each day and each week, the fringe benefits and the actual per diem wage paid to each owner, journeyperson, apprentice worker or other employee employed in connection with the Project.

Each of Contractor’s payroll record shall be verified by a written declaration that it is made under penalty of perjury and stating that the information contained in the payroll record is true and correct and that the Contractor has complied with the requirements of California Labor Code §§1771, 1811 and 1815 for any Work performed by the Contractor’s employees on the Project.

The 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, a provision that each Subcontractor shall maintain accurate payroll records showing the name, address, social
security number and work classification of each employee and owner performing Work on the Project. Subcontractor’s payroll records shall also set forth the straight time and overtime hours worked each day and each week, the fringe benefits and the actual per diem wage paid to each owner, journeyperson, apprentice worker or other employee employed in connection with the Project.

The 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, a provision that each Subcontractor shall verify by a written declaration that it is made under penalty of perjury and stating that the information contained in the payroll record is true and correct and that the Subcontractor has complied with the requirements of California Labor Code §§1771, 1811 and 1815 for any Work performed by the Subcontractor’s employees on the Project.

PAYROLL RECORD AVAILABILITY

The Contractor shall make available for inspection at all reasonable hours at the principal office of the Contractor, or shall furnish a certified copy, of all Contractor’s payroll records for its employees employed in connection with the Work upon request by an employee, employee representative, Owner, the Compliance Administrator or any other Owner representative, The Division of Labor Standards.

The 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, a provision that each Subcontractor shall make available for inspection at all reasonable hours at the principal office of the Subcontractor, or shall furnish a certified copy of all Subcontractor’s payroll records for its employees employed in connection with the Work upon request by an employee, employee representative, Owner, the Compliance Administrator or any other Owner representative, The Division of Labor Standards.

If the principal office of the Contractor or Subcontractor is more than twenty-five miles from the Project site, upon request from Owner, the Compliance Administrator or any other Owner representative or a worker employee, Contractor or Subcontractor shall make a certified copy of all Contractor’s or Subcontractor’s payroll records for its employees employed in connection with the Work available for inspection at Owner’s office located at 2 Civic Center Dr, Scotts Valley, CA 95066.

SUBMISSION OF WEEKLY PAYROLL RECORDS

Contractor shall submit to the Compliance Administrator in the manner required by the Department of Industrial Relations a certified copy of all the Contractor’s payroll records for its
employees employed in connection with the Work on a weekly basis. The certified payroll records for the preceding week shall be submitted on the Wednesday of the following week. In the event that a legal holiday falls on Wednesday, the certified payroll records shall be submitted on the next business day.

A. If there was no work performed during a given week, Contractor’s certified payroll record shall be annotated: “no work” for that week.

B. Contractor shall mark “final” on its last submitted payroll for the Project.

The 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, a provision that each Subcontractor shall submit to the Compliance Administrator a certified copy of all the Subcontractor’s payroll records for its employees employed in connection with the Work on a weekly basis. The certified payroll records for the preceding week shall be submitted on the Wednesday of the following week. In the event that a legal holiday falls on Wednesday, the certified payroll records shall be submitted on the next business day.

A. If there was no work performed during a given week, Subcontractor’s certified payroll record shall be annotated: “no work” for that week.

B. Subcontractor shall mark “final” on its last submitted payroll for the Project.

AUDIT AND INVESTIGATION OF COMPLIANCE

Owner may conduct reasonable investigation of Contractor’s and/or Subcontractor’s compliance with the requirements of California Labor Code §§1771, 1775, 1777, 1811, 1813 and 1815 and any other applicable state or federal labor law. Not more than ten days after a written or oral request from Owner, Compliance Administrator or any other Owner representative, Contractor and/or Subcontractor shall provide legible copies of time cards, personnel sign-in sheets, daily logs payroll registers, paycheck stubs, cancelled paychecks or any other document requested to authenticate or corroborate compliance with prevailing wage rate laws. Contractor and/or Subcontractor shall make the originals of the requested documents available for inspection upon request by Owner, the Compliance Administrator or any other Owner representative at all reasonable hours at the principal office of the Contractor or Subcontractor or if the principal office of the Contractor or Subcontractor is more than 25 miles from the Project site, at Owner’s offices at 2 Civic Center Dr, Scotts Valley, CA 95066.

Contractor and/or Subcontractor shall assist Owner, the Compliance Administrator or any other Owner representative with any investigation or audit of Contractor and/or Subcontractor
regarding compliance with the prevailing wage rate laws.

Contractor and/or Subcontractor shall make its employees available for interviews by Owner, the Compliance Administrator or any other Owner representative.

Neither Contractor nor Subcontractor shall take retaliatory measures against any worker on the Project for informing Owner or Compliance Administrator or Owner representative of, or responding to, any monitoring, investigation or audit of any violation or suspected violation of the prevailing wage rate laws.

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, the same terms as set forth in this Document and each subpart thereto.

INADEQUATE OR DELINQUENT PAYROLL RECORDS

Payment under this Contract shall not be made when Contractor or Subcontractor payroll records are delinquent or inadequate.

Payroll records shall be considered delinquent if they are not submitted in compliance with this Document.

Payroll records shall also be considered delinquent if they are not submitted within ten days of any written request by Owner or Compliance Administrator or other Owner representative.

Payroll records shall be considered inadequate if one or more of the following conditions exist:

A. The record lacks the information required by California Labor Code §1776; or

B. The record contains the information required by California Labor Code §1776 but is not certified, or is certified by someone that is not an agent of the Contractor; or

C. A non-conforming record remains uncorrected for one payroll period after Owner or its designee has given Contractor notice of inaccuracies detected by Owner or its designee.

NAME AND ADDRESS OF BONDING COMPANY

Contractor shall provide Owner with the name and address of any bonding company issuing a bond that secures the payment of wages by the Contractor. If the name or address of any such bonding company changes over the term of this Contract, Contractor shall provide the new name and/or address of the bonding company to Owner in writing within ten days of such change. The writing shall be clearly identified as “Notice of Change in Bonding Company for
Payment of Wages."

The 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, a provision that each Subcontractor shall provide Owner with the name and address of any bonding company issuing a bond that secures the payment of wages by the Subcontractor. If the name or address of any such bonding company changes over the term of the Project, Subcontractor shall provide the new name and/or address of the bonding company to Owner in writing within ten days of such change. The writing shall be clearly identified as “Notice of Change in Bonding Company for Payment of Wages.”

NOTICE TO BONDING COMPANY

Contractor acknowledges and agrees that in the event that Owner or its Compliance Administrator or any other Owner representative, provides notice of withholding contract payment to the Contractor or Subcontractor, a copy of the notice may also be served on any of Contractor’s or Subcontractor’s bonding companies that issued a bond to securing payment of wages.

The 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, a provision that each Subcontractor shall acknowledges and agrees that in the event that Owner or its Compliance Administrator or any other Owner representative, provides notice of withholding contract payment to the Contractor or Subcontractor, a copy of the notice may also be served on any of Contractor’s or Subcontractor’s bonding companies that issued a bond to securing payment of wages.

NOTICE OF WITHHOLDING

Owner shall provide Contractor with notice of withholding contract payments.

Owner shall provide Contractor and Subcontractor with notice of withholding if withholding is due to Subcontractor.

REQUEST FOR REVIEW

The exclusive and only means for Contractor or Subcontractor to receive review of a decision by Owner to withhold payment for violations of the prevailing wage requirements is through the procedure set forth herein.

Contractor or Subcontractor may contest a finding that it has violated the prevailing wage
requirement laws by submitted a writing clearly identified as “Request for Review” to Owner’s Labor Compliance Program personnel as identified in Paragraph 2 of this Document within sixty (60) days after service of the Notice to Withhold of Contract Payments.

The Request for Review must clearly identify the Notice of Withholding Contract Payments from which review is sought, including the date of the Notice of Withholding Contract Payments or it shall include a copy of the Notice of Withholding Contract Payments as an attachment.

The Request for Review must contain a complete statement of the basis for the protest.

The Request for Review must refer to the specific portion of the Notice to Withhold that forms the basis for the protest.

The Request for Review must include the name, address, and telephone number of the person representing the protesting party.

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, the same terms as set forth in this Document 00 7300 Paragraphs 15, 16 and 17 and each subpart thereto.

Failure to Request Review Shall Result in Final Judgment
Failure by the Contractor to submit a timely Request for Review may result in a final order which shall be binding on the Contractor, and which shall also be binding, with respect to the amount due, on the bonding company issuing a bond that secures the payment of wages by the Contractor and a surety on the bond.

Failure by the Subcontractor to submit a timely Request for Review may result in a final order which shall be binding on the Subcontractor, and which shall also be binding, with respect to the amount due, on the bonding company issuing a bond that secures the payment of wages by the Subcontractor and a surety on the bond.

No Interim Payment of Withheld Contract Payments
Pending a final order, or the expiration of the time period for seeking review of the Notice of Withholding of Contract Payments, Owner shall not disburse any Contract payments that have been withheld.

Failure to Comply with Labor Laws May Result in Penalties
Failure by Contractor or Subcontractor to pay every employee performing Work prevailing wages may result in the Contractor and/or Subcontractor being prohibited from bidding on
public works projects for up to three years.

Failure by Contractor or Subcontractor to pay every employee performing Work prevailing wages may result in the Contractor and/or Subcontractor being prohibited from being awarded public works projects for up to three years.

Failure by Contractor or Subcontractor to pay every employee performing Work prevailing wages may result in a forfeiture of the unpaid wages by the Contractor or Subcontractor.

Failure by Contractor or Subcontractor to pay every employee performing Work prevailing wages may result in a forfeiture of up to $50.00 per each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates.

Failure by Contractor or Subcontractor to submit certified copies of payroll records within ten days of a written request from Owner, the Compliance Administrator or any other Owner representative may result in a forfeiture of up to $25.00 per each calendar day, or portion thereof, for each worker until strict compliance is effectuated.

Failure by Subcontractor to pay every employee performing Work prevailing wages may result in withholdings, penalties and forfeitures being assessed against Contractor.

CONTRACTOR MUST MONITOR SUBCONTRACTOR COMPLIANCE

Contractor shall monitor the payment of the specified general prevailing rate of per diem wages to employees by each Subcontractor by periodically reviewing the certified payroll records of each Subcontractor.

Corrective Action by Contractor Regarding Subcontractor

Once the Contractor is aware that any Subcontractor has failed to pay its workers the specified prevailing rate of wages, the Contractor shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due to the Subcontractor for Work performed on the Project.

AFFIDAVIT PRIOR TO FINAL PAYMENT TO SUBCONTRACTOR

Prior to making final payment to any Subcontractor for Work performed on the Project, Contractor shall obtain an affidavit signed under penalty of perjury from each Subcontractor that each Subcontractor has paid the specified general prevailing rate of per diem wages to its employees on the Project and any amounts due under California Labor Code §1813.

NOTICE OF PRIOR VIOLATIONS OF THE PREVAILING WAGE RATES
Contractor shall promptly notify Owner if Contractor has been barred from bidding for or working on public works projects for any reason.

Contractor shall promptly notify Owner if Contractor or a firm, corporation, partnership, or association in which the Contractor has any interest has been found to have willfully violated the prevailing wage rate laws.

Contractor shall promptly notify Owner if Contractor or a firm, corporation, partnership, or association in which the Contractor or has any interest has been found to have violated the public works chapter of the California Labor Code with an intent to defraud.

The term “any interest” shall have the meaning set forth in California Labor Code §1777.1(f) or any amendment thereto.

Notice shall be given by the Contractor to Owner before bidding closes or if Contractor is unaware until after bidding has closed, before the Contract is awarded or if the Contractor is unaware until after the Contract has been awarded then before it is executed and if the Contractor is unaware until after the Contract has been executed then not more than five calendar days after Contractor has notice of any kind that it has been found to have willfully violated the prevailing wage rate laws or found to have violated the public works chapter of the California Labor Code with an intent to defraud.

APPRENTICES

Contractor and Subcontractors shall comply with the requirements of California Labor Code §§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. The requirements of Labor Code §1777.5 do not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars ($30,000).

CERTIFICATION OF APPROVAL

California Labor Code §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 apprentice’s
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 statewide 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.

FUND CONTRIBUTIONS

If Contractor or any Subcontractor employs journeymen or apprentices in any apprenticeable
craft to perform any of the Work under the Contract, they shall make apprenticeship training
contributions, to the California Apprenticeship Council, in an amount determined by the
Director of the Department of Industrial Relations, or as otherwise required by law.

APPRENTICESHIP STANDARDS

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.

EIGHT HOUR DAY LIMITATION

In accordance with the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code,
State of California, and in particular Sections 1810 to 1815 inclusive, thereof, eight (8) hours
labor shall constitute a days’ work and no laborer, worker, or mechanic in the employ of said
Contractor, or any subcontractor doing or contracting to do any part of the Work contemplated
by this Contract, shall be required or permitted to work more than eight (8) hours in any one
calendar day, and forty (40) hours in any one calendar week unless compensated at not less
than time and a half as set forth in California Labor Code Section 1815. However, if the prevailing wage determination requires a higher rate of pay for overtime than is required under said Section 1815, then the overtime rate must be paid, as specified in California Code of Regulation Title 8, Group 3, Section 16200(a)(3)(F). The Contractor and each subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by them in connection with the work contemplated by this Contract, which record shall be open at all reasonable hours for the inspection of the District or its officers or agents and by the Division of Labor Standards Enforcement of the Department of Industrial Relations, their deputies or agents; and it is hereby further agreed that said Contractor shall forfeit as a penalty to the District, the sum of Twenty-Five and No/100 Dollars ($25.00) for each laborer, worker or mechanic employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such laborer, worker or mechanic is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in one calendar week in violation of these provisions.

LABOR DISCRIMINATION

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

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

PAYMENT, PERFORMANCE AND MAINTENANCE BONDS

The Contractor shall within ten (10) days after notice of award of the Contract, furnish surety bonds (Payment Bond, Performance Bond, and Maintenance Bond) executed by a surety authorized to conduct business in California using the bond forms approved by the Owner. The payment bond shall be in the amount equal to one hundred percent (100%) of the Contract Amount and shall be for payment of claims for materials, equipment, labor, and subcontractors employed by the Contractor thereon. The faithful performance bond shall be in an amount equal to one hundred percent (100%) of the Contract Amount and shall be for the faithful performance of the Contract, and for the fulfillment of such other requirements as may be provided by law. The performance bond shall remain in effect or a maintenance bond in the amount of 10% of the contract amount shall be provided to guarantee the repair and replacement of defective equipment, materials, and workmanship, and payment of damages sustained by the Owner on account of such defects, discovered within two (2) years after the date of final payment. The surety company shall waive the right of special notification of any change or modification of this Contract or of extension of time, or of decreased or increased Work, or of the cancellation of the Contract, or of any other act or acts by the Owner or its authorized agents under the terms of this Contract; and failure to so notify the surety of changes shall not relieve the surety of its obligations under this Contract.

INSURANCE

Within ten (10) days after the Award of Contract, the Contractor shall promptly obtain, at its own expense, all the insurance required by this section. The Contractor shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor, except Builder’s Risk Insurance, has been obtained and verified by the Contractor.

Companies writing the insurance under this article shall be licensed to do business in the State of California except as otherwise approved by the District. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A-VII.

Contractor shall include all costs for insurance in its bids. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract. For any claims related to this project, the Contractor’s insurance coverage shall be primary insurance as respects the District, the Design Consultant and the District's Representative, and their officers, officials,
employees, agents, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, agents or volunteers shall be in excess of the Contractor’s insurance and shall not contribute with it.

Within ten (10) days after award of the Contract, Contractor shall furnish to Scotts Valley Water District (“Owner”) satisfactory proof that Contractor has taken out for the entire period covered by the Contract the following classes of insurance in the form and with limits and deductibles specified below, unless otherwise specified in Contract Documents.

**A. Comprehensive General Liability Insurance** covering claims for personal injury, bodily injury and property damage arising out of the Work and in a form providing coverage not less than that of a Standard Commercial General Liability Insurance policy (“Occurrence Form”). Such insurance shall provide for all operations and include independent contractors, products liability, and completed operations for one year after Final Completion and acceptance of the final payment for the Work, contractual liability, and coverage for explosion, collapse, and underground hazards. The limits of such insurance shall not be coverage of less than [$2,000,000] each occurrence, [$3,000,000] general aggregate limit, and [$3,000,000] aggregate for products and completed operations. The policies shall be endorsed to provide Broad Form Property Damage Coverage.

**B. Comprehensive Automobile Liability Insurance** covering all owned, non-owned, and hired vehicles. Such insurance shall provide coverage not less than the standard Comprehensive Automobile Liability policy with limits not less than [$1,000,000] each person Bodily Injury, [$1,000,000] each occurrence Bodily Injury, and [$1,000,000] each occurrence Property Damage.

**C. All-Risk Course of Construction Insurance** including damage to property owned by Owner, Contractor or third parties caused by fire. Insurance shall be in the amount of 100 percent of the completed value of the Work to be performed under this Contract. Deductible shall not exceed [$10,000.00]. Each loss shall be borne by Contractor.

**D. Workers’ Compensation Insurance** for all persons whom the Contractor may employ in carrying out Work contemplated under Contract Documents, in accordance with the Act of Legislature of State of California, known as “Workers’ Compensation Insurance and Safety Act,” approved May 26, 1913, and all acts amendatory or supplemental thereto, in the statutory amount.

**INSURANCE REQUIREMENTS**
Insurance Company Ratings
All policies of insurance shall be placed with insurers acceptable to Owner. The insurance underwriter(s) for all insurance policies except Workers’ Compensation shall have an A. M. Best Company rating of **A-VIII** or better, unless otherwise specified in the Contract Documents. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of Owner, warrant such increase. Contractor shall increase required insurance amounts upon direction by Owner.

Required Endorsements
The policies required under this Document shall be endorsed as follows: Name the Owner, its elected and/or appointed governing body and boards, employees, representatives, consultants, and agents, and Project Manager as additional insureds, but only with respect to liability arising out of the activities of the named insured.

Separate Application
Each such policy shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limit of the insurance company’s liability required hereunder. Should any of the policies identified herein contain a “cross-suits” exclusion, such exclusion must not apply to any additional insureds.

Contractor’s Insurance is Primary
Contractor’s Insurance shall be primary and no other insurance or self-insured retention carried or held by Owner shall be called upon to contribute to a loss covered by insurance for the named insured.

Proof of Coverage
Before the Notice to Proceed with the Work under this Contract is issued, the Contractor shall furnish the Owner with certificate(s) evidencing issuance of all insurance mentioned herein, copies of the policy declaration or information page(s) and additional insured endorsements. The certificate(s) and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on the forms approved by the District. The certificate(s), policy declaration or information page(s), and endorsements are to be received and approved by the Owner before work commences. Contractor shall also provide certificate(s) evidencing renewals of all insurance required herein, at least thirty (30) days prior to the expiration date of any such insurance.

Evidence of Insurance
Certificates of insurance and endorsements shall have clearly typed thereon Owner information and the name of the Project.
Deductibles
Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions or procure a bond in a form satisfactory to the District guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Notice of Cancellation or Non-Renewal
Written notice of cancellation, non-renewal, or reduction in coverage of any policy shall be mailed to Owner, 60 Days in advance of the effective date of the cancellation, non-renewal, or reduction in coverage. Written notice of cancellation for non-payment shall be mailed within 10 Days of cancellation.

Continuous Coverage
Contractor shall maintain insurance in full force and effect during the entire period of performance of the Work. Contractor shall keep insurance in force during warranty and guarantee periods, except that Contractor may discontinue All-Risk Course of Construction Insurance after Final Payment. At the time of making application for extension of time, and during all periods exceeding the Contract Time resulting from any cause, Contractor shall submit evidence that insurance policies will be in effect during the requested additional period of time. Upon Owner’s request, Contractor shall submit to Owner, within 10 Days, copies of the actual insurance policies or renewals or replacements.

Waiver of Subrogation
Evidence of coverage shall be accompanied by an endorsement from the insurer agreeing to waive all rights of subrogation against the District, its officers, officials, employees, agents or volunteers; the Design Consultant, the Construction Manager and each of their partners, officers, officials, employees, agents and volunteers which might arise by reason of any payment under the policy in connection with the Work performed by Contractor.

Requirement to Maintain Insurance
Contractor shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds.

Workers Compensation
If injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for which the employee, or the employee’s dependents in the event of employee’s death, is entitled to compensation from Owner under provisions of the Workers’ Compensation Insurance and Safety Act, as amended, or for which compensation is claimed from Owner, Owner may retain out of sums due Contractor under Contract Documents, amount sufficient to cover such
compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If Owner is compelled to pay compensation, Owner may, in its discretion, either deduct and retain from the Contract Sum the amount so paid, or require Contractor to reimburse Owner.

No Limitation
Nothing herein shall be construed as limiting in any way the extent to which Contractor or any Subcontractor may be held responsible for payment of damages resulting from their operations.

Subcontractor’s Insurance
All Subcontractors shall maintain the same insurance required to be maintained by Contractor with respect to their portions of the Work unless otherwise indicated in Contract Documents, and Contractor shall cause the Subcontractors to furnish proof thereof to Owner within ten Days of Owner’s request.

Failure to Obtain and Maintain Insurance
In the event of the breach of any provision of this paragraph, or in the event of any notices received which indicates any required insurance coverage will be diminished or canceled, Owner, at its option, may, notwithstanding any other provisions of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement. If Contractor fails to maintain insurance, Owner may (but is not required to do so) take out comparable insurance, and deduct and retain the amount of premium from any sums due Contractor under Contract Documents.

INDEMNIFICATION
Contractor shall indemnify, defend with counsel acceptable to Owner and hold harmless to the full extent permitted by law, Owner, the Design Consultant and the Construction Manager, their consultants, sub consultants, and their officers, officials, employees, agents and volunteers, (collectively “the Indemnified Parties”), from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, “Liability”) of every nature arising out of or in connection with Contractor’s performance of the Work or its failure to comply with any of its obligations contained in this Agreement. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist. Such indemnification by the Contractor shall include, but not be limited to, the following:

A. Liability or claims resulting directly or indirectly from the negligence or carelessness of
the Contractor, its subcontractors, employees, or agents in the performance of the Work, or in guarding or maintaining the same, or from any improper materials, implements, or appliances used in its construction, or by or on account of any act or omission of the Contractor, its employees, or agents.

B. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the Contractor’s, or Supplier’s own employees, or agents engaged in the Work resulting in actions brought against the Indemnified Parties;

C. Liability or claims arising directly or indirectly from or based on the violation of any Laws or Regulations, whether by the Contractor, its subcontractors, employees, or agents.

D. Liability or claims arising directly or indirectly from the use or manufacture by the Contractor, its subcontractors, employees, or agents in the performance of this Agreement of any copyrighted or non-copyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specified stipulated in this Agreement.

E. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the Owner or any other parties by the Contractor, its subcontractors, employees, or agents;

F. Liability or claims arising directly or indirectly from the willful misconduct of the Contractor, its subcontractors, employees, or agents.

G. Liability or claims arising directly or indirectly from any breach of the obligations assumed in this Agreement by the Contractor.

H. Liability or claims arising directly or indirectly from, relating to, or resulting from a hazardous condition created by the Contractor, Subcontractors, Suppliers, or any of their employees or agents, and;

I. Liability or claims arising directly, or indirectly, or consequentially out of any action, legal or equitable, brought against the Indemnified Parties, their consultants, sub-consultants, and the officers, directors, employees, agents and volunteers of each or any of them, to the extent caused by the Contractor’s use of any premises acquired by permits, rights of way, or easements, the Site, or any land or area contiguous hereto or its performance of the Work thereon.

Liability arising directly or indirectly from exposure to hazards in violation of the California Labor Code that may be asserted by any person or entity, including, but not limited to, the Contractor, arising out of or in connection with the negligent activities of the Contractor, its
agents, employees or privities pursuant to this Contract, whether or not there is concurrent negligence on the part of the Indemnified Parties.

The Contractor shall reimburse the Indemnified Parties for all costs and expenses, (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court costs of appeal) incurred by said Indemnified Parties in enforcing the provisions of this Paragraph.

The indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of insurance carried by Contractor or by the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers’ compensation acts, disability benefit acts, or other employee benefit acts.

Pursuant to California Public Contract Code Section 9201, Owner shall timely notify Contractor of receipt of any third-party claim relating to this Agreement.

The Contractor's obligations pursuant to this provision will survive the expiration or earlier termination of this Contract.

The Contractor’s duty to indemnify and save harmless shall include the duty to defend as set forth in California Civil Code Section 2778; provided, that nothing herein contained shall be construed to require Contractor to indemnify the Indemnified Party against any responsibility or liability in contravention of California Civil Code Section 2782. The duty to defend and indemnify hereunder is not limited by the insurance coverage required under the Contract Documents and is separate and apart from such coverage.

The Contractor shall furnish the District with a copy of the Employer's Report of Injury immediately following any incident requiring the listing of said report on the OSHA Log during the prosecution of the work under this Contract. The Contractor shall also furnish the Construction Manager with a copy of the Employer's Report of injury involving any subcontractor on this project.

The Contractor shall advise all insurance companies to familiarize themselves with all of the Conditions and provisions of this Contract, and they shall waive the right of special notification of any change or modification of this Contract or of extension of time, or of decreased or increased work, or of the cancellation of the Contract, or of any other act or acts by the Indemnified Parties, under the terms of this Contract, and failure to so notify the aforesaid insurance companies of changes shall in no way relieve the insurance companies of their obligation under this Contract.
For all work the Contractor or its subcontractors perform during the guarantee period, worker's compensation, and commercial general liability insurance and insurance in the amounts and format required herein, shall remain in force and be maintained for five (5) years after final completion.

END OF DOCUMENT
# SECTION 6 CONTRACT ADMINISTRATION

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6-A PRE-AWARD SUBSTITUTION

SUBSTITUTION OF MATERIALS AND EQUIPMENT

All substitution requests shall be submitted prior to the bid by the date noted in Instruction to Bidders.

The Owner will review substitution requests submitted after the Owner award if one of the following criteria is met:

The specified product is no longer available.

The proposed substitute product provides a substantial cost or time savings to the Owner.

Catalog numbers and specific brands or trade names followed by the designation "or equal" are used in conjunction with material and equipment required by the Specifications to establish the standards of quality, utility, and appearance required.

Wherever more than one (1) manufacturer’s product is specified, the first-named product is the basis for the design. Substitutions which are equal in quality, utility, and appearance to those specified may be accepted, subject to the following provisions:

All substitution requests shall be submitted prior to the bid by the date noted in the Instructions to Bidders.

Contractor shall provide supporting data required by this Section. The supporting data must be submitted in reasonable promptness and in a sequence as to cause no delay in the Work, or in activities of the Owner or of separate Contractors.

The Owner will accept, in writing, proposed substitutions that are in the Owner’s Representative’s opinion equal in quality, utility, and appearance to the material or equipment specified, after a complete submittal of all supporting data, as required by this Section, is received by the Owner, the Contractor must allow at least ten (10) working days for the Owner’s review.

Such acceptance shall not relieve Contractor from complying with the requirements of the Drawings and the Specifications.

Contractor shall be responsible for all costs (including additional design and engineering costs) of any changes resulting from Contractor’s proposed substitutions that affect other parts of the Work or the work of Separate Contractors. Contractor is responsible for coordination of all
other work effected by the substitution, including but not limited to vibration, isolation, and
acoustical requirements and criteria, at no additional cost to the Owner.

The decision of the Owner shall be final.

If a request for substitution occurs after the bid period, the substitution may be reviewed only
at the sole discretion of the Owner; and the costs of such review, as approved by the Owner,
shall be borne by Contractor and will be deducted from the Contract Sum.

Requests for substitutions will only be considered if Contractor submits the following minimum
supporting data:

COMPLETED SUBSTITUTION FORM

Complete technical data including drawings, performance specifications, samples, and test
reports of the article proposed for substitution; and any additional information required by the
Owner's Representative.

Statement by Contractor that the proposed substitution is in full compliance with the
requirements of the Contract Documents and applicable Code requirements, and that any costs
as a result of delay in the Work related to the proposed substitution will be borne by the
Contractor.

List of Subcontractors, if any, that may be affected by the substitution.

If the proposed substitution requires that portions of the Work be redesigned or removed in
order to accommodate the substituted item, submit design and engineering calculations
prepared by a properly licensed design professional.

Failure of the Contractor to submit proposed substitutions in the time limits and manner
described within this Section shall be sufficient cause for the Owner to reject and disapprove
any substitutions otherwise proposed.

Wherever catalog numbers and specific brands or trade names not followed by the designation
"or equal" are used in conjunction with material or equipment required by the Specifications,
no substitutions will be considered.

Wherever more than one (1) manufacturer's product is specified, the first-named product is the
basis for the design used in the work and all other listed products and/or manufacturers are
considered substitutions. The use of alternative-named manufacturers' products or substitutes
may require modifications in the design. If such substitutions are proposed by Contractor and
are approved by the Owner, Contractor shall assume all costs required to make necessary revisions and modifications to the design, including additional costs to the Owner for evaluation of revisions and modifications of the design resulting from the substitutions submitted by Contractor to the Owner.

When materials and equipment are specified by first manufacturer's name and product number, second manufacturer's name and product number, and "or equal," supporting data for the second manufacturer's product, if proposed by Contractor, is not required. However, Contractor shall be responsible for all costs (including additional design and engineering costs) of any changes resulting from the use of the second manufacturer that affect other parts of the Work. Contractor is responsible for coordination of all other work effected by the substitution, including vibration, isolation, and acoustical requirements and criteria, at no additional cost to the Owner.

When materials and equipment are specified by first manufacturer's name and product number, second manufacturer's name (without the product number), and "or equal," supporting data for the second manufacturer's product, if proposed by Contractor, shall be submitted in accordance with the requirements for substitutions.

If the Owner, in reviewing the list of substitution materials and equipment, requires revisions or corrections to be made to previously accepted Shop Drawings and supplemental supporting data to be resubmitted, Contractor shall promptly do so. If any proposed substitution is judged by the Owner to be unacceptable, the specified material or equipment shall be provided.

Samples may be required. Tests required by the Owner for the determination of quality and utility shall be made by Contractor's Testing Laboratory and at the expense of Contractor, with acceptance of the test procedure first given by the Owner.

In reviewing the supporting data submitted for substitutions, the Owner will use, for purposes of comparison, all the characteristics of the first listed material or equipment as they appear in the manufacturer's published data even though all the characteristics may not have been particularly mentioned in the Specifications. If more than two submissions of supporting data are required, the cost of reviewing the additional supporting data shall be borne by Contractor; and the Owner will deduct the costs from the Contract Sum.

Where alternate brands are specified as equal but without model number or other specific identification, Contractor shall submit this information in the foregoing listing for approval by the Owner. Specified items shall be listed in the following format: first manufacturer and
model number, equivalent second manufacturer and model number. Contractors wishing to submit any 'equivalent' second manufacturer shall do so in accordance with this Section.

When an unnamed brand or materials are proposed as an equal, sufficient information shall be included to prove equality to and for comparison with the named brand. The burden of proving the quality rests with Contractor; final decision rests with the Owner.

END OF DOCUMENT
6-B INFORMATION AND PROCEDURES INSTRUCTIONS

GENERAL

This Section contains the procedures to be followed by the Contractor upon discovery of any apparent conflicts, omissions, or errors in the Contract Documents or upon having any question concerning interpretation.

NOTIFICATION BY CONTRACTOR

Submit all requests for clarification or additional information in writing to the Owner's Representative using a Request for Information (RFI) form as acceptable to the Owner's Representative.

Request for Information

Number RFIs sequentially. Follow RFI number with sequential alphabetical suffix as necessary for each resubmission. For example, the first RFI would be "001." the second RFI would be "002." The first resubmittal of RFI "002" would be "002a."

Limit each RFI to one (1) subject.

Submit a RFI if one of the following conditions occur:

A. The Contractor discovers an unforeseen condition or circumstance that is not described in the Contract Documents.
B. The Contractor discovers an apparent conflict or discrepancy between portions of the Contract Documents that appears to be inconsistent or cannot be reasonably inferred from the intent of the Contract Documents.
C. The Contractor discovers what appears to be an omission from the Contract Documents that cannot be reasonably inferred from the intent of the Contract Documents.

RFIs will not be recognized or accepted if, in the opinion of the Owner's Representative, one of the following conditions exists:

A. The Contractor submits the RFI as a request for substitution.
B. The Contractor submits the RFI as a submittal.
C. The Contractor submits the RFI under the pretense of a Contract Documents discrepancy or omission without thorough review of the Contract Documents.
D. The Contractor submits the RFI in a manner that suggest that specific portions of the Contract Documents are assumed to be excluded or by taking an isolated portion of the Contract Documents in part rather than whole.

E. The Contractor submits an RFI in an untimely manner without proper coordination and scheduling of Work of related trades.

F. Ask for any clarification or request for information immediately upon discovery. Submit RFIs in a reasonable time frame so as not to affect the Contract Schedule while allowing the full response time described below.

RESPONSE TIME

The Owner's Representative, whose decision will be final and conclusive, shall resolve such questions and issue instructions to the Contractor within a reasonable time frame. In most cases, RFIs will receive a response within 10 working days. In some cases, this time may need to be lengthened for complex issues, or shortened for emergency situations, as mutually agreed in writing.

Should the Contractor proceed with the Work affected before receipt of a response from the Owner’s Representative, within the response time described above, any portion of the Work which is not done in accordance with the Owner's Representative's interpretations, clarifications, instructions, or decisions is subject to removal or replacement and the Contractor shall be responsible for all resultant losses.

END OF DOCUMENT
6-C MODIFICATION PROCEDURES

GENERAL

Procedures for modifying the Contract Documents and determining costs for changes in contract amounts.

CONTRACTOR INITIATED CHANGE ORDER REQUEST (COR) PROCEDURES

Contractor may initiate changes by submitting a 7-D Change Order Request Form (COR).

Whenever Contractor elects or is entitled to submit a COR, Contractor shall prepare and submit to Owner for consideration a COR using the form included in these Contract Documents. All CORs must contain a complete breakdown of costs of credits, deducts and extras; itemizing materials, labor, taxes, Markup and any requested changes to Contract Time. All Subcontractor Work shall be so indicated. Individual entries on the COR form shall include applicable Schedule of Values code, with all amounts determined as provided herein. After receipt of a COR with a detailed breakdown, Owner will act promptly thereon.

If Owner accepts a COR, Owner will prepare a Change Order for Owner and Contractor signatures.

If COR is not acceptable to Owner because it does not agree with Contractor’s proposed cost and/or time, Owner will provide comments thereto. Contractor will then, within seven (7) Days (except as otherwise provided herein), submit a revised COR.

When necessity to proceed with a change does not allow Owner sufficient time to conduct a proper check of a COR (or revised COR), Owner may issue a Change Directive (CD) as provided below.

CONTRACTOR-INITIATED REQUEST FOR INFORMATION (RFI) PROCEDURES, REQUIREMENTS AND LIMITATIONS

Contractor may submit RFI’s for clarifications in Owner-prepared Contract Documents, which may result in the Contractor submitting a COR.

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. Contractor shall reference each RFI to an activity of 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.

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.

Owner will respond within fourteen (14) Days from receipt of RFI with a written response to Contractor. Contractor shall distribute response to all appropriate Subcontractors.

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.

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.

TIME REQUIREMENTS

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 COR within seven Days after receiving Owner’s response or direction, and in no event after starting the disputed work or later than the time allowed the General Conditions). If Contractor also requests a time extension, or has issued a notice of delay or otherwise requests a time extension with a COR, then Contractor shall submit the TIE required herein concurrently with the COR.

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 COR and TIE within 14 days of submitting the preliminary COR.
If Owner agrees with Contractor, then Contractor must submit a COR within fourteen (14) Days of receiving the response to the RFI and COR. If Owner disagrees with Contractor, then Contractor may give notice of potential claim and proceed thereunder.

Contractor must submit CORs, CP’s, notices of potential claim or Claims within the required time periods. Any failure to do so waives Contractor’s right to submit a COR, CP or file a Claim.

COST ESTIMATE INFORMATION

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 COR or Claims arising from changes in the Work.

PROCEDURES FOR OWNER INITIATED CHANGE DIRECTIVES (CD) CHANGE ORDERS (CO) OR REQUEST FOR QUOTATION (RFQ)

Owner Initiated Change Directives (CD)
Owner may, by Change Directive (“CD”) or initially by Supplemental Instruction 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.

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 (10) Days.

Contractor’s response must be any one of following:

A. Return CD signed, thereby accepting Owner response, including adjustment to time and cost (if any).
B. Submit a (revised if applicable) COR with supporting documentation (if applicable, reference original COR number followed by letter A, B, etc. for each revision), if Owner so requests.
C. Give notice of intent to submit a claim and submit its claim as provided therein.

If COR 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 cost reimbursable (force account) basis while negotiating towards a firm price.

C. Cost to be determined in a manner agreed.

Change Directive signed by Contractor indicates the agreement of Contractor therewith, including adjustment in Contract Sum or the method for determining them. Such 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.

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 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 Schedule of Values (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.

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.

Owner Initiated Change Order (CO) or Request for Quotation (RFQ):

Owner may initiate changes in the Work or Contract Time by issuing a Request for Quotation (“RFQ”) or Change Order (“CO”) to Contractor.

Owner may issue an RFQ to Contractor. Any RFQ will detail all proposed changes in the Work and request a quotation of changes in Contract Sum and Contract Time from Contractor.
In response to an RFQ, Contractor shall furnish a COR within twenty-one (21) Days of Owner’s RFQ. Upon approval of COR, Owner may issue a Change Directive directing Contractor to proceed with extra Work.

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 CP, Owner may either issue a CD or decide the issue per the claim process. Contractor shall perform the changed Work notwithstanding any claims or disagreements of any nature.

Supplemental Instruction
Owner may issue Supplemental Instruction to Contractor.

If Contractor is satisfied with Supplemental Instruction and does not request change in Contract Sum or Contract Time, then Supplemental Instruction shall be executed without a Change Order.

If Contractor believes that Supplemental Instruction results in change in Contract Sum or Contract Time, then Contractor must submit a COR with the appropriate Cost Proposal to Owner within fourteen (14) Days of receiving the Supplemental Instruction.

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

Adjustment of Schedules to Reflect Change Orders or CDs:

A. 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.

B. Contractor shall revise the Progress Schedules prior to the next monthly pay period, to reflect CO or CD.

C. Contractor shall enter changes in Project Record Documents prior to the next monthly pay period.

Required Documentation for Adjustments to Contract Amounts
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.

On 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, equipment and materials identified herein, for Contractor and subcontractors of any tier.
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.

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.

Responses and Disputes
For all responses for which the Contract Documents do not provide a specific time period, recipients shall respond within a reasonable time.

For all disputes arising from the procedures herein, Contractor shall follow the claims procedures.

COST DETERMINATION FOR CHANGES IN CONTRACT AMOUNTS

Calculation of Total Cost of Extra Work
Total cost of changed Work, extra Work or of Work omitted shall be the sum of three components defined immediately below as: Component A Direct Cost(s); Component B Markup; and, Component C Bonds, Insurance, Taxes.

Component A is Direct Cost(s) of labor, equipment and materials, is calculated based upon actually incurred (or omitted) labor costs, material costs and equipment rental costs, as defined herein;

Component B: Markup on such actually incurred Direct Costs, is applied in the percentages identified below; and
Component C is actual additional costs for any additionally required insurance, bonds, and/or taxes, defined herein, is calculated without Markup.

COMPONENT A: MEASUREMENT OF DIRECT COST OF CONSTRUCTION

Component A has four subcomponents, also referred to as “LEMS”:

- Labor (Component 1)
- Equipment (Component 2)
- Materials (Component 3)
- Subcontractors (Component 4)

**Measurement of Cost of Labor (Component 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.

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.

Cost of labor shall be recorded and documented in certified payroll records, maintained in the form customary and/or required in the State, delivered to Owner weekly.

**Measurement of Cost of Equipment (Component 2)**

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:
A. 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.

B. 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. 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.

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 $700 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.

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.

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.

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.

Employee vehicles are not part of Component 2, rather, are included within Component B (Markup).

Equipment costs shall include no other costs, fees or charges.

Measurement of Cost of Material (Component 3)

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:

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.

For materials salvaged upon completion of Work, salvage value of materials shall be deducted from cost, less discounts, of materials.

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.

Material costs shall include no other costs, fees or charges.
Measurement of Cost of Subcontractors (Component 4)
Where reimbursed or calculated per the terms of the Contract Documents, change order or Change Directive, cost of Subcontractors shall be calculated as amounts earned by Subcontractors procured in compliance with the Contract Documents and approved by the Owner, provided such subcontractor earned amounts meet the following requirements:

Such amounts are earned under the terms of the Subcontracts and the Work complies with the terms of the Contract Documents;

Such amounts are properly requested, documented and permitted under the terms of the subcontract(s) and the Contract Documents;

Total cost to Owner of Direct Costs of Construction (labor, equipment, materials), Markup, and costs of bonds, insurance and taxes, conform to contract limitations (i.e., totals paid by Owner do not exceed the 20% Markup limitation.)

COMPONENT B: MEASUREMENT AND PAYMENT OF MARK UP

Markup on Direct Cost of labor and materials for extra Work shall be 15%. Markup on Direct Cost of equipment for extra Work shall be 15%.

When extra Work is performed by Subcontractors, regardless of the number of tiers, total Markup on “Component A” Direct Costs shall not exceed 20%. Contractor and its Subcontractors shall divide the 20% as they may agree.

Under no circumstances shall the total Markup on any extra Work exceed twenty (20) percent, 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.

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.

Measurement and Payment of Component B Mark Up
Component B Mark Up provides complete compensation to Contractor for:

A. All Contractor profit;
B. All Contractor home-office overhead;
C. All Contractor 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.

Profit Compensation for profit included within Component B (Mark Up), includes without limitation: Fees of all types, nature and description; and Profit and margins of all types, nature and description.

Home Office Expenses. Compensation for home office expenses included within Component B Mark Up, includes without limitation: Salaries and other compensation of any type of Contractor’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 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.

Assumption of Risk. Compensation for Contractor’s assumption of risk under the Contract Documents, included within Component B Mark Up, 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.

General Conditions and Division 1 General Requirements. Compensation for Contractor’s General Conditions and General Requirements Costs included within Component B Mark Up, includes compensation to Contractor 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 sub-consultant’s employees (if any), while and only to the extent they are performing Work at the Project Site. 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; estimating. Compensation for Contractor’s General Requirements Costs included within Component B Mark Up, compensates Contractor for its “General Requirements” Costs, including 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.

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 the Markup component do not include temporary measures specifically required by the changed work, not otherwise required or ongoing in the prosecution of the Work, that commences 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; extra security required specifically for the changed work.

COMPONENT C: MEASUREMENT AND PAYMENT OF BONDS INSURANCE TAXES

Component C 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.

There is no mark up on BIT.

Bonds and Insurance cost shall not exceed 1 ½% of the cost of the price change.
EFFECT OF PAYMENT

Change Order Compensation is All Inclusive
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.

Payment for Direct Cost of Construction (Component A Labor or LEMS) 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.

Payment of Markup (Component B Markup) 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.

Contractor shall recover no other costs or markups on extra work of any type, nature or description.

Exception for Changes Extending the Contract Time
Where a change in the Work extends the Contract Time, Contractor may request and recover additional, actual direct costs, provided Contractor can demonstrate such additional costs are actually incurred performing the Work, not compensated by the Markup allowed, and 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).

Limits of Liability / Accord and Satisfaction
The foregoing limits of compensation apply in all cases of claims for changed Work, whether calculating Change Order Requests, Change Orders or CDs, or calculating claims and/or damages of all 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.

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.

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.

Accord and Satisfaction: Every Change Order and accepted CD shall constitute a full accord and
satisfaction, and release, of all Contractor (and if applicable, Subcontractor) 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 no later than thirty (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.

MISCELLANEOUS REQUIREMENTS

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

Records and Certification
All charges shall be recorded daily and summarized in Change Order Request form attached
hereto. Contractor or authorized representative shall complete and sign form each day.
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.

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 filed.

END OF DOCUMENT
6-D SUBMITTALS

TIMELY SUBMITTAL

The Contractor shall have submitted the following data as required in these Specifications before request is made for first progress payment. Submittal of the following data shall be regarded as an essential part of the construction operation that is required before any progress payment will be made.

Schedule of Values (Cost Breakdown) as specified herein and in the General Conditions.

Bill of Materials, which shall itemize the quantity of all materials for the Project correlated with each item in the cost breakdown.

Schedule of submittals as specified herein.

List of materials as specified herein.

Construction Schedule.

Contractor may expect submittal turnaround in ten (10) working days’ maximum for most submittals. Some submittals may take longer than ten (10) working days depending on the volume and complexity of the submittals.

PROGRESS REPORTS

Daily Reports
The Contractor shall prepare a Daily Report for every working day giving brief particulars of work accomplished, number of workers employed for each trade, and weather conditions.

Distribution
One (1) copy of the Daily Report shall be mailed to the Owner's Representative no later than one day after the day covered by the report. One copy shall be delivered to the Owner's Inspector no later than 8:15 a.m. on the day after the day covered by the report. The Contractor’s delivery of complete and accurate daily reports on a daily basis is a material obligation of the Contractor under the Contract Documents.

SCHEDULE OF VALUES

Provide cost breakdown of the Contract Price, itemizing estimated cost of each class of Work.
Include line item amounts for mobilization, bonds and insurance. Mobilization shall be limited to one percent of the total contract amount.

An amount equal to one percent of the total contract amount shall be designated for punch list work. Values will be assigned to individual punch list items as the punch list is compiled. If the aggregate value of these items is less than the one percent designated for this work, the difference will be included in the next payment to the Contractor.

An amount equal to one percent of the total contract amount shall be assigned to the Contract Closeout items.

SCHEDULE AND FORM OF SUBMITTALS

Schedule
Within thirty (30) days after the date of commencement specified in the Notice to Proceed. Schedule shall list submittals and indicate date submittal will be made.

Form
Number each submittal beginning with the applicable 5-digit specification section followed by a 3-digit number ie: 001, 002, etc., representing the order in which the submittals were submitted. Re-submittals shall use original submittal number followed by "R." For additional re-submittals, use the original submittal number followed by "R2," "R3," etc.

SCHEDULE FORMAT

Prepare Schedules as a horizontal bar chart or CPM with separate bar for each major portion of Work operation, identifying first work day of each week.

The Contractor shall develop a Critical Path Method Schedule demonstrating fulfillment of all contract requirements. The project schedule shall be kept current to be utilized for scheduling, coordinating, monitoring work progress, and for preparation of the monthly payment application for payment under the Contract including all Work of Subcontractors and equipment and material suppliers.

Sequence of Listings
The chronological order of the start of each item of Work.

Scale and Spacing
To provide space for notations and revisions.
SCHEDULE CONTENT

Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.

The Contractor shall develop a Critical Path Method Schedule demonstrating fulfillment of all contract completion milestone requirements. The project schedule shall be kept current to be utilized for scheduling, coordinating, monitoring work progress, and for preparation of the monthly payment application for payment under this Contract including all Work of Subcontractors and equipment and material suppliers.

Schedule shall include activities pertaining to long lead delivery items, fabrication items and submittal of shop drawings and product samples.

Show coordination with Owner work and other contractors.

OFFICIAL CONTRACT SCHEDULE (AKA “PROJECT CONSTRUCTION SCHEDULE”)

Project Construction Schedule
The Critical Path Method Schedule to be prepared by the Contractor pursuant to this section will be a part of a total system for scheduling, reporting work progress, and preparing the monthly payment application.

Within ten (10) working days after the Notice to Proceed, the Contractor shall submit to the Owner’s Construction Manager four original prints of the complete project construction schedule for approval or disapproval. In the event the complete project schedule is disapproved; the Contractor shall resubmit a correct schedule within five (5) working days after the notice of disapproval is received by the Contractor.

Should the Project Construction Schedule not be accepted within thirty (30) calendar days after Notice to Proceed, the Contractor may be due provisional progress payment(s) on work performed. It is the responsibility of the Contractor to reconcile such cost information and payments with the Project Contract Schedule. However, no payment shall be approved after the thirty (30) calendar day period, until the Project Contract Schedule has been accepted by the Owner.

The initial submittal of the Project Contract Schedule shall not reflect contract changes of delays. These changes shall be added within the first schedule revision.
Project Construct Schedule Elements
The Project Construction Schedule shall include, in addition to construction activities, the following:

A. The submittal and approval of construction drawings, shop drawings and materials, the procurement and fabrication of major materials and equipment, and their installation and testing.

B. Contract requirements dates of all or parts of the Work will be shown including all activities of the Owner that affect the progress of the work.

C. Activities of completed work ready for use by next trade, etc.

D. Activities relating to different areas of responsibility, such as sub-contracted Work which is distinctly separate from that being done by Contractor directly.

E. Different categories of Work as distinguished by craft or crew requirements.

F. Different categories of Work as distinguished by materials.

G. Location of Work within the project that necessitates different times or crew to perform.

H. Outage schedules of limiting times that existing utility services may be interrupted to construct the Project.

I. Acquisition and installation of equipment and materials supplied and/or installed by Owner or separate Contractors.

J. Material stored on site.

Major Equipment/Materials
For all major equipment and materials fabricated or supplied for Project, the Construction Schedule shall show a sequence of activities including:

A. Preparation of shop drawings and sample submissions.

B. Review of shop drawings and samples.

C. Shop fabrication, delivery, and storage.

D. Erection or installation.

E. Test of equipment and materials.
F. Required dates of completion.

Early Completion: Include in Project Construction Schedule an early completion date for the Project that is no later than Project’s required date of completion.

Construction activities are to be delineated separately for off-site sewer, site development, earthwork, utilities, roads, parking lots, fences and like Work and each building, separately.

The network diagrams shall clearly indicate any work that is planned to be accomplished on a work schedule other than eight (8) hours per day and forty (40) hours per week.

The basic concept of CPM network diagramming will be followed to show how the start of a given activity is dependent on the completion of preceding activities and its completion restricts the start of following activities. The diagrams shall show a continuous flow from left to right to left sequences.

The following information will be provided in a report for each network activity:

A. Activity description.

B. Activity duration in work days.

C. Activity cost. The Contract Price shall be broken down with the appropriate values distributed to the network diagram activities.

D. Working activities and General Conditions activities shall be identified separately.

E. Activity predecessors.

F. Activity successors.

Schedule review by the Owner and its agents is limited to ensuring the logic of sequencing is reasonable and Contractor had demonstrated ability to meet contractual milestone and completion dates. Approval of schedule should not be constructed as direction from the Owner to Contractor on how to schedule the work.

After Completion and Acceptance of the Official Project Construction Schedule: The Contractor will provide initial computer reports and weekly and monthly reports thereafter, as follows.

Three-week Window: Weekly, for the progress meeting, the Contractor shall produce a three-week window of the current schedule, indicating activities competed the previous week and activities scheduled for the current and following week.
Payment Progress Reporting
Owner and Contractor shall select a specified time for updating the Project Schedule at the jobsite each month.

A. The Owner and Contractor and his/her designated scheduling representatives will attend the meeting to review the project progress.

B. The schedule shall be the basis for monthly pay requests derived from the joint review of the cost loaded schedule.

C. All progress and status information provided by the Contractor shall clearly define the reporting period for which the status is provided.

At the monthly progress review meeting, the Contractor will provide “actual start” and “actual completion” dates for activities that were started or completed during the reporting period. The Contractor and the Owner will agree upon and assign percent complete values to activities in progress. In the event of a disagreement, the Owner, or its designated representative, shall make the final decision as to percent completion of each activity.

After joint review, Owner will process the Contractor’s pay request based on progress from the schedule.

Payment to the Contractor shall be made from the progress reflected by the Interim or the Contract Schedule.

Time is of the Essence: Whenever it becomes apparent from the current monthly progress review that phases of Work or the Contract Completion Date will not be met, through no fault of the Owner, the Contractor will take the following actions with no change in the contract amount:

A. Increase construction manpower to eliminate an adverse backlog of work.

B. Increase the number of working hours per shift, shifts per day, working days per week, the amount of construction equipment, or any combination of the foregoing to eliminate the adverse backlog of Work.

The Official Project Construction Schedule as approved by the Owner will be an integral part of the Contract, and will establish interim Contract Completion Dates or milestone dates for the various activities.

Should any activity fall fifteen (15) work days or more behind the Official Project Construction Schedule approved by the Owner, the Owner will have the right to order the Contractor to
expedite completion of that activity using whatever means are appropriate and necessary, without additional compensation to the Contractor.

Should any activity fall twenty (20) or more work days behind the Official Contract Schedule approved by the Owner, through no fault of the Owner, the Owner will have the right to perform the activity or have the activity performed by whatever method the Owner deems appropriate. All costs incurred by the Owner in connection with expediting such activity under this subparagraph shall be reimbursed promptly to the Owner by the Contractor.

It is expressly understood and agreed that the failure by the Owner to either order the Contractor to expedite an activity or to expedite the activity by other means, pursuant to the two preceding paragraphs, shall not be considered precedent setting with respect to any other activities which may fall behind the Official Contract Schedule approved by the Owner; nor will it relieve the Contractor from completion of the Project Work in accordance with the Official Contract Schedule and the Contract Completion Date.

Owner’s acceptance of, or its review of, comments about any schedule or scheduling data shall not relieve the Contractor from its sole responsibility to plan for, perform, and complete the Work within the Contract Time. Acceptance of or review of comments about any schedule shall not transfer responsibility for any schedule to Owner nor imply their agreement with (1) any assumption upon which such schedule is based, or (2) any matter underlying or contained in such schedule.

Failure of Owner to discover errors or omissions in schedules that it has reviewed, or to inform Contractor that Contractor, Subcontractors, or others are behind schedule, or to direct or enforce procedures for complying with the Contract Schedule shall not relieve Contractor form its sole responsibility to perform and complete with Work within the Contract Time and shall not be a cause for an adjustment of the Contract Time or the Contract Sum.

Schedule Revisions
General: Revisions to approved Construction Schedule must be approved in writing by the Owner and Contractor.

Contractor: Submit requests for revision to schedule to the Owner together with written rationale for revisions and description of logic for researching Work and maintaining Specific Contractual Milestone Dates listed in Contract Documents.

Proposed revisions acceptable to Owner will be incorporated into next update of Construction Schedule.
Acceptance: Acceptance of revised schedule by Owner does not relieve Contractor of meeting contractual milestone and completion dates.

Changes initiated by Owner and implemented by Change Orders which have potential to affect critical dates will require the Contractor to prepare revised schedule for Owner’s concurrence. Once Owner agrees to revision, Contractor will incorporate it into updated Construction Schedule. Adjustments in schedule completion dates, either for intermediate activities or for Contract as a whole, will be considered for compensation only to extent that there is not sufficient float to absorb the revisions accepted.

RECOVERY SCHEDULE

General: Should updated Project Construction Schedule show Contractor to be fourteen (14) or more calendar days behind schedule at any time during construction, Contractor will prepare Recovery Schedule displayed on CPM schedule, at no additional costs to Owner. Prepare Recovery Schedule to show plan for returning to original schedule as expeditiously as possible.

Schedule Assessment: Five (5) days prior to expiration of Recovery the Owner and Contractor will meet with Construction Manager to assess effectiveness of Recovery Schedule. As a result of this conference, Owner will direct Contractor as follows:

A. Behind Schedule: If Owner determines Contractor is still behind schedule, Owner will direct Contractor to prepare another Recovery Schedule for subsequent pay period.

B. On Schedule: If Owner determines Contractor has successfully complied with provisions of Recovery Schedule, Owner will direct Contractor to return to use of Project Construction Schedule.

SUBMITTAL REQUIREMENTS

General: Submit a minimum three (3) sets of submittals for Owner, Owner Representatives, and Contractor Copy. The submittal shall include but not be limited to the following materials:

- Asphalt Concrete
  Gradation and Type per Plans.

- Bedding, Backfill (including permeable backfill), and Aggregate Base
  Certificate of Compliance with appropriate gradation specifications;
  Sieve Analysis;
  Mix Design (Sand/Cement Slurry, Controlled-Density Backfill).
Control and Instrumentation Systems
Manufacturer's resumes
Catalog cuts
Dimensional drawings
Logic diagrams
Ladder diagrams with plain language narrative
Wiring diagrams
Block diagrams
Programming manual
Parts lists including source of supply
Nameplate data
Manufacturer's warranty

Copper Pipe, Tubing, and Fittings
Certificate of Compliance with AWWA C800

Ductile Iron Fittings
Certificate of Compliance with AWWA C110 or C153
Catalog cuts
Details showing dimensions and installation procedures

Ductile Iron Pipe
Certificate of Compliance with AWWA C151
Details showing dimensions and installation procedures

Electrical Equipment including Panels, Switch Gear, Lighting, Low-Voltage Electrical
Certificate of Compliance with Underwriter's Laboratories as appropriate
Certificate of Compliance with NEMA and NEC as appropriate
Catalog cuts
Dimensional drawings and details
Wiring diagrams
Ladder diagrams
Parts list including sources of supply
Short circuit calculations
Bench test results and performance curves
Complete installation and operations manuals
Breaker/fuse coordination diagrams
Breaker/fuse assignment list
Nameplate data
Manufacturer's warranty
Flowmeters, Residential Service (Domestic) Meters
Certificate of Compliance with AWWA C701, C703, and C704
Details showing dimensions and installation procedures

Galvanized Iron Pipe
Certificate of Compliance with AWWA C800
Details showing dimensions and installation procedures

Painting and Coating Systems including Caulking and Sealants
Color chips
Full material specifications including hazardous materials handling requirements
Material Safety Data Sheets
Application instructions
Certificates of Compliance with AWWA and ASTM specifications

Service Tubing and Fittings
Certificate of Compliance with AWWA C800 and C901
Details showing dimensions and installation procedures

Drainage Pipe and Fittings
Certificate of Compliance with ASTM F405, F667, and F810
Details showing dimensions and installation procedures

Polyvinyl Chloride (PVC) Pipe
Certificate of Compliance with AWWA C900, AWWA C905, AWWA C800, ASTM D1785, and ASTM D2241
Details showing dimensions and installation procedures

Precast Concrete Structures: Grates, Drainage inlets, Meter and Valve Boxes, and Vaults
Manufacturer's Resume citing Work of a similar nature within the previous 5-years
Structural calculations
Structural plans and details
Concrete mix designs
Specifications for installation
Manufacturer's warranty
Material specifications
Certificate of Compliance with ASTM Standards as appropriate
Catalog cuts as appropriate.
Pump Suction Barrels
Certificate of Compliance with AWWA C200
Details showing dimensions, welding, and installation procedures as appropriate

Pumping Equipment including Domestic Service Pumps, Chemical Feed Pumps, and Air Compressors
Manufacturer's Resume
Catalog cuts
Certificates of Compliance with AWWA Specifications as appropriate
Pump Curves including pumping rates at specified heads, NPSH Curves, and Efficiency Curves
Complete mechanical drawings
Complete electrical drawings including schematics, wiring, motors, connections, ladder
diagrams with plain language narrative, and controls
Complete installation, maintenance, and operations manuals
Parts list including sources of supply
Bench test results
Nameplate data
Manufacturer's warranty

Retaining Wall Systems including but not limited to, Concrete Masonry Units, Structural Steel
and Timber, Cast-in-Place Portland Cement Concrete, Pre-Cast Portland Cement Concrete, Crib
Type, and Gabion/Mattress Type
Certificates of Compliance with ASTM Standards as appropriate
Dimensional drawings and details
Color chips
Structural calculations and design data
Reinforcing steel diagrams
Erection, bending, and placement drawings
Mix design for mortar and grout
Parts list including sources of supply
Welder certifications
Bench test results
Complete installation, operation, and maintenance manuals

Treatment Works
Manufacturer's Resume
Catalog cuts
Certificates of Compliance with AWWA Specifications as appropriate
Pump Curves including pumping rates at specified heads, NPSH Curves, and Efficiency Curves;
Complete mechanical drawings
Complete electrical drawings including schematics, wiring, motors, connections, ladder diagrams with plain language narrative, and controls
Complete installation, maintenance, and operations manual
Parts list including sources of supply
Bench test results
Nameplate data
Manufacturer's warranty

Valves including Control, Air and Air/Vacuum, Line Valves, Hydrants, Flood Control Valves, Flap Gates, Meters, and Small Valves and Couplings
Certificate of Compliance with AWWA Specifications as appropriate
Catalog cuts
Dimensional drawings and details
Complete mechanical drawings and details
Complete electrical drawings including schematics, wiring, motors, connections, ladder diagrams with plain language narrative, and controls

Water Storage Tanks, Hydro-Pneumatic Tanks, Chemical Storage Tanks, Fuel Tanks
Manufacturer's Resume
Catalog cuts
Certificates of Compliance with AWWA Specifications as appropriate
Complete mechanical drawings as appropriate
Complete installation, maintenance, and operations manuals
Parts list including sources of supply
Nameplate data
Manufacturer's warranty

DISTRIBUTION

Distribute copies of Project Construction Schedule to project site file, Subcontractors, suppliers, and other concerned parties.

Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in Schedules.

END OF DOCUMENT
6-E MEASUREMENT AND PAYMENT

UNIT PRICES

Unit Prices quoted in the Bid Form are for additions of (and deletions of) approved items of work. All Unit Prices quoted shall be for installed, completely furnished, and operable modifications according to the Contract Documents, and shall include profit, overhead, taxes, cost of coordinating the Unit Price work with adjacent work, compensation for risk of loss or damage to the Work regardless of cause, all expenses due to delays in performance, so they are the complete price to the District. The Unit Prices shall not apply to work the Contractor elects to do for its own convenience or to correct errors committed by the Contractor.

All Unit Prices shall remain in effect during construction and will be used to adjust the Contract Sum.

The Contractor shall immediately notify the District’s Representative when conditions indicate the probability of the need to make use of any Unit Price work.

The applicability of, measurement methods for, documentation of, and the final adjustment in the Contract sum for Unit Price work shall be determined by the District’s Representative.

After performing Unit Price work as directed by the District’s Representative, the Contractor shall take necessary measurements in the presence of the District’s Inspector and shall submit calculations of the quantities to the District’s Representative for approval. The Contractor shall notify the District’s Inspector one (1) day in advance of taking measurements.

APPLICATION FOR PAYMENT

The Contractor shall submit monthly, on the first working day of each month, to the District’s Representative, Application for Progress Payments, on forms approved by the District, setting forth an itemized estimate of Work completed in the preceding month for the purpose of the District’s making of Progress Payments thereon. Valuation utilized in the Application for Progress Payments shall be based upon the District pre-approved Cost Breakdown and shall be only for determining the basis of Progress Payments to Contractor and shall not be considered as fixing a basis for adjustments, where additive or deductive to the Contract Price or for determining the extent of Work actually completed. A Sample Application for Payment is included in Section 7.

END OF DOCUMENT
6-F PROJECT MEETINGS

PRECONSTRUCTION CONFERENCE

Prior to mobilization or the commencement of any work on the Project site, and not later than 14 days after issuance of the Notice to Proceed, a pre-construction conference will be scheduled. The pre-construction conference will be conducted by the Owner's Representative to discuss timing procedures for smooth job progress, items requiring clarification, distribution of documents and correspondence with the Owner and the Owner's Representative, and other procedures which are to be followed during performance of the Work.

Location
On the Project site, as designated by the Owner's Representative.

Attendees
Owner
Owner's Representative
Engineer and the Engineers Consultants;
Contractor
Contractor's Project Manager
Contractor's Superintendent
Subcontractors, as appropriate
Others, as appropriate

Agenda
The agenda will include:

A. Distribution of a list of major subcontractors and suppliers and the Project Construction Schedule.
B. Critical work sequencing.
C. Major equipment deliveries and priorities.
D. Project coordination.
E. Designation of responsible personnel.
F. Procedures and processing of field decisions; submittals; modifications (Change Orders and Field Orders); proposal requests, cost proposals, supplemental information, requests for information (RFI) and applications for payment.
H. Procedures for maintaining Record Documents.
I. Use of premises for office, work, and storage areas and the owner's representative's requirements.
J. Construction facilities, controls, and aids; temporary utilities; tree protection procedures; erosion control; owner’s operations and maintenance department concerns; housekeeping procedures; insurance requirements; wage and hour compliance; conducting work in operating facility and noise control.

K. Other subjects as appropriate.

END OF DOCUMENT
6-G PROGRESS MEETING

During the course of construction, progress meetings will be held to discuss and resolve field problems.

OWNER’S REPRESENTATIVE RESPONSIBILITIES

The Owner’s Representative shall schedule and administer weekly progress meetings and specially called meetings throughout progress of the Work:

Prepare agenda for meetings.

Make physical arrangements for meetings.

Preside at meetings.

Record minutes, including significant proceedings and decisions. Items not concluded will be retained on the agenda and in the minutes until conclusion is recorded in subsequent minutes. Format of the minutes shall be as mutually agreed upon by the Contractor and the Owner’s Representative.

Reproduce and distribute copies of minutes within four (4) working days after each meeting to participants in meeting and to parties affected by decisions made at meeting.

Attendees taking exception to items contained in the minutes shall state their objections, in writing, within one (1) working day prior to the next scheduled meeting.

Representatives of Contractor, subcontractors and suppliers attending meeting shall be qualified and authorized to act on behalf of entity each represents.

The weekly time and day of job meetings shall be mutually agreed upon by all parties concerned and once determined the job meeting shall be held every week on the same day and at the same time.

The Location will be designated by the Owner's Representative.

Attendees
Owner
Owner's Representative
Engineer and the Engineers Consultants
Inspector
Contractor
Contractor's Project Manager
Contractor's Superintendent
Subcontractors, as appropriate
Others, as appropriate

BILLING MEETING

The Contractor shall conduct the billing meeting each month prior to submittal of the Application for Payment. During this meeting, the percentage of completing will be discussed.

The Location will be designated by the Owner's Representative

Attendees
Owner
Owner's Representative
Engineer and the Engineers Consultants
Inspector
Contractor
Contractor's Project Manager

END OF DOCUMENT
6-H TESTING AND INSPECTION

DEFINITIONS

The term "The Owner’s Testing Laboratory" means a testing laboratory retained and paid for by the Owner for the purpose of reviewing material and product reports and performing other services as determined by the Owner. The Owner will select an independent Testing Laboratory to conduct tests. Selection of the material to be tested will be by the Laboratory or the Owner’s Inspector and not by the Contractor.

The term "Contractor's Testing Laboratory" means a testing laboratory retained and paid for by Contractor to perform the testing services required by the Contract Documents. Contractor's Testing Laboratory shall be an organization other than the Owner’s Testing Laboratory and shall be acceptable to the Owner’s Representative. It may be a commercial testing organization, the testing laboratory of a trade association, the certified laboratory of a supplier or manufacturer, Contractor’s own forces, or other organization. Contractor’s Testing Laboratory shall have performed testing of the type specified for at least five (5) years.

The term "The Owner’s Inspector" or “Inspector of Record” means an inspector retained and paid for by the Owner for the purpose of observing the progress of the Work and insuring compliance with the Contract Documents and applicable codes and regulations.

GENERAL

Contractor shall perform all tests as specified herein and as may be required to insure and demonstrate proper installation and operation of materials and equipment in this Contract.

Tests, inspections, and acceptances of portions of the Work required by the Contract Documents or by Applicable Code Requirements shall be made at the appropriate times. Except as otherwise provided, Contractor shall make arrangements for such tests, inspections, and acceptances with Contractor's Testing Laboratory. Contractor shall give the Owner’s Representative timely notice of when and where tests and inspections are to be made.

If such procedures for testing, inspection, or acceptance reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for the Owner’s Representative's, the Owner’s Representative's Consultants', and the Owner’s Inspector's services and expenses.
If the Owner’s Representative or the Owner’s Inspector is to observe tests, inspections, or make acceptances required by the Contract Documents, the Owner’s Representative or the Owner’s Inspector will do so promptly and, where practicable, at the normal place of testing.

Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

The Work will be available for inspection at any and all times for the Owner, the Owner’s Representative or the Owner’s Inspector. Contractor will be expected to consult and cooperate with the Owner’s Representative or the Owner’s Inspector in regard to all requirements as set forth in the Contract Documents.

The Owner will select and pay Owner’s Testing Laboratory costs for all test and inspections, but shall be reimbursed by the Contractor for certain cost as specified herein. Any direct payments by the Contractor to the Testing Laboratory on this Project is prohibited.

TESTING AND INSPECTION

Project Inspectors
The Owner will employ one or more qualified inspectors, acceptable to the Owner’s Representative, who will be employed at Project site to observe progress of Work and to report to the Owner’s Representative any nonconformance with the Contract Documents.

Geotechnical Engineer
The Owner will retain and pay the expenses of a Geotechnical Engineer to perform inspection, testing, and observation functions specified by the Owner. Geotechnical Engineer shall communicate only with the Owner and the Owner’s Representative. The Owner’s Representative shall then give notice to Contractor, with a copy to the Owner, of any action required of Contractor.

Persons performing testing and inspections shall not be authorized to:

A. Release, revoke, alter or enlarge requirements of the Contract Documents.

B. Stop Work except as may be required to perform testing or inspection operations.

C. Advise on or issue directions relative to any aspect of construction means, methods, techniques, sequences, or procedures.

Contractor’s Responsibilities
Maintain quality control over suppliers, manufacturers, products, services, site conditions and
workmanship, to produce work of specified quality. Testing and inspection shall not relieve Contractor of his responsibility for quality of materials in place.

Be responsible for scheduling all testing and inspections specified.

A. Schedule work that is to be tested or inspected so that tests can be performed within a reasonable time period.

B. Notify and obtain concurrence of Project Inspector prior to scheduling testing or inspection by Testing Laboratory or Geotechnical Engineer.

C. Notify the Owner’s Representative in writing on the form contained within the Project Manual at least forty-eight (48) hours in advance of operations on site requiring testing or inspection.

D. Notify the Owner’s Representative and the Owner’s Inspector in writing on the form contained within the Project Manual a minimum of three (3) working days in advance of off-site operations requiring testing or inspection, in order that testing at the source can be arranged without delaying Work.

E. Material shipped by the Contractor from the source of supply before having satisfactorily passed such testing and inspection, or before the receipt of notice from the Owner’s Inspector that such testing and inspection will not be required, shall not be incorporated into the work.

F. Notify the Owner’s Representative in writing on the form contained within the Project Manual at least four (4) working days prior to commencement or resumption of operations requiring observation or testing by the Owner’s Geotechnical Engineer.

G. When a specified test or inspection is not performed due to Contractor’s failure to schedule services, the Owner’s Representative will establish remedial work and Contractor shall bear cost of remedy.

H. Additional tests and inspections not herein specified but requested by the Owner or Architect, will be paid for by the Owner, unless results of such tests and inspections are found not in compliance with the Contract Documents, in which case the Owner will pay all costs for initial testing as well as re-testing and re-inspection, and deduct the costs from the Contract sum.

Reimburse the Owner for the following by deduction from Contract Sum:

A. Costs of testing required because of changes in materials or proportions required by the Contractor.
B. Where inspections or tests prove unsatisfactory or not in compliance with Contract Documents, costs for further inspection and retesting.

C. Costs attributable to the Contractor’s methods of operation, when these methods result in excessive test and inspection costs to the Owner, and if after warning, costs remain excessive.

D. Premium time fees for testing performed after regular working hours or on Saturday, Sunday, or on legal holidays; except when testing is required for the Owner’s requested overtime work.

E. Tests arising from errors and omissions by the Contractor.

F. Retests of materials that fail; tests required by the lack of required identifications of materials (mill tests, manufacturer’s certifications, etc.); and re-inspections.

G. Services required to expedite the Contractor’s operations.

H. Testing and inspection fees for travel and per diem expenses, when shops or plants of fabrication are located more than a 50-mile radius from the Project site.

Where required by individual Sections of the Specifications, the Contractor shall pay all costs associated with inspection and testing without adjustment of the Contract Price or the Contract Time. For example, but not limited to, the following:

A. Concrete mix designs.

B. Certified mill test reports.

C. Qualification of welding procedures, operators and welders.

Repair or replace damage to work made necessary by retesting.

Secure and deliver to the Owner’s Testing Laboratory adequate quantities of representative samples of materials proposed for use as specified.

Submit to the Owner’s Testing Laboratory the preliminary design mixes proposed to be used for concrete and other materials which require review by the Owner’s Testing Laboratory.

Submit copies of product test reports as specified.

Furnish incidental labor and facilities:

A. To provide the Owner’s Testing Laboratory access to the Work to be tested.
B. To obtain and handle samples at the Project site or at the source of the product to be tested.

C. To facilitate inspections and tests.

D. For storage and curing of test samples.

Provide notice to the Owner’s Representative sufficiently in advance of operations to allow for the Owner’s Testing Laboratory assignment of personnel and scheduling of tests.

When tests or inspections are not performed after such notice, Contractor shall reimburse the Owner for the Owner’s Testing Laboratory personnel and travel expenses incurred.

Several Sections of the Specifications require testing by the Contractor’s Testing Laboratory.

Maintain and keep available at the Project Site, California Code of Regulations, Part I and Part II, Title 24.

TESTING SERVICES

The Owner may retain Testing Laboratories to observe structure excavation, to test compaction of backfill, and to test concrete, masonry, steel, reinforcing and other construction materials and methods as the Owner’s Representative may deem necessary and as the Specifications require. The Testing Laboratory will make as many field observations and tests as are required to determine the acceptability of the Work. Contractor shall provide safe access to the Work as required for the Testing Laboratories to perform sampling and tests.

Testing and inspection services, which are performed, shall be in accordance with the requirements of the California Building Code (CBC), and as specified herein. Testing and inspection services shall verify that Work meets the requirements of the Contract documents.

In general, tests and inspections for structural materials shall include all items enumerated on the Structural drawings as listed for this Project and as prepared and listed by the Architect.

Notice to the Owner’s Representative: In instances where the Owner’s Representative requires testing and where the Specifications require work to be specially tested or approved, it shall be tested only in the presence of the Owner’s Representative after timely notice of its readiness for inspection and test, and the Work after testing shall be covered up only upon the consent thereto of the Owner’s Representative.

The results of any tests made are for the information of the Owner. Regardless of any test results, Contractor is solely responsible for the quality of work and materials and for compliance with the requirements of the Drawings and Specifications.
Registered Civil Engineer currently licensed in the State of California shall sign test reports.

ADDITIONAL TESTING AND INSPECTION

If initial tests or inspections made by the Owner’s Testing Laboratory, or Geotechnical Engineer reveal that any portion of the Work does not comply with Contract Documents, or if the Owner’s Representative determines that any portion of the Work requires additional testing or inspection, additional tests and inspections shall be made as directed.

A. If such additional tests or inspections establish that such portion of the Work complies with the Contract Documents, all costs of such additional tests or inspections shall be paid by the Owner.

B. If such additional tests or inspections establish that such portion of the Work fails to comply with the Contract Documents, all costs of such additional tests and inspections, and all other costs resulting from such failure, including compensation for the Owner’s Representative and the Owner’s consultants shall be deducted from the Contract Sum.

TEST REPORTS

Certification and Copies
The Owner’s Testing Laboratory will furnish certified reports summarizing results of inspection, indicating observations and results of tests and indicating compliance or non-compliance with the Contract Documents, and other equipment as to adequacy and compliance, and results of tests and inspections. The Owner’s Testing Laboratory will make copies and distribute test and inspection reports as follows:

- Owner. 1 copy
- Owner’s Engineer/Architect. 2 copies
- The Owner’s Inspector. 1 copy
- Contractor. 1 copy
- Construction Manager. 2 copies

Test reports shall include all tests made, regardless of whether such tests indicate that the material is satisfactory or unsatisfactory. Samples taken but not tested shall also be reported. The reports shall show that the material or materials were sampled and tested in accordance with the requirements of CBC and with the Contract Documents. The reports shall also state definitely whether or not the material or materials tested comply with the requirements.
Contractor's Testing Laboratory shall submit four (4) copies of all reports to the Owner’s Representative, indicating observations and results of tests and indicating compliance or non-compliance with the Contract Documents.

Form: Reports will clearly distinguish type of test, material tested, whether original (first) test or retest, and related information.

SAMPLES AND MATERIALS

Contractor shall furnish samples and materials for testing free of charge, and shall provide job storage facilities.

AVAILABILITY OF SAMPLES

Contractor shall make materials required for testing available to Laboratory and assist in acquiring these materials as directed by the Owner’s Inspector. The samples shall be taken under the immediate direction and supervision of the Testing Laboratory or Inspector.

If Work that is required to be tested or inspected is covered up without prior notice or approval, such Work may be uncovered at the discretion of Architect at no additional cost to the Owner. Refer to Article 1.05 above.

Unless otherwise specified, Contractor shall notify Testing Laboratory a minimum of 10 working days in advance of all required tests, and a minimum of 2 working days in advance of all required inspections. Extra laboratory expenses resulting from a failure to notify the Laboratory will be paid by the Owner and back-charged to the Contractor.

Contractor shall give sufficient advance notice to Testing Laboratory in the event of cancellation or time extension of a scheduled test or inspection. Charges due to insufficient advance notice of cancellations or time extension will be paid for by the Owner and back-charged to the Contractor.

REMOVAL OF MATERIALS

Unless otherwise directed, materials not conforming to the requirements of Contract Documents shall be promptly removed from the Project site.

INSPECTION BY THE DISTRICT

The Owner’s Inspector shall at all times have access for the purpose of inspection to all parts of the Work and to the shops wherein the Work is in preparation, and the Contractor shall at all times maintain proper facilities and provide safe access for such inspection.
The Owner’s Inspector shall have the right to reject materials and workmanship that are defective, or to require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without cost to the Owner. If the Contractor does not correct such rejected Work within a reasonable time, fixed by written notice, the Owner may correct such rejected Work and charge the expense to the Contractor.

Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire Work to make an examination of Work already completed by removing or tearing out completed Work, the Contractor shall on request promptly furnish necessary facilities, labor and materials. If such Work is found to be defective in any respect because of the fault of the Contractor or Installer, he shall defray all expenses of such examinations and of satisfactory reconstruction. If, however, such Work is found to meet the requirements of the Contract, the additional cost of labor and material necessarily involved in the examination and replacement shall be allowed the Contractor.

An Inspector employed by the Owner will be assigned to the Work.

The Contractor shall notify the Inspector a minimum of 24 hours in advance of execution of all Work that requires special or continuous inspection.

The Work of construction in all stages of progress shall be subject to the personal continuous observation of the Inspector. He/She shall have free access to any or all parts of the Work at any time. The Contractor shall furnish the Inspector reasonable facilities for obtaining such information as may be necessary to keep the Inspector fully informed respecting the progress and manner of the Work and the character of the materials. Inspection of the Work shall not relieve the Contractor from any obligation to fulfill this Contract.

UNDESIRABLE CONDITIONS / NONCONFORMANCE

Substandard Test Results: When test or inspection reveals undesirable conditions, nonconformance or failure to meet requirements, the Owner’s Testing Laboratory will notify the Owner’s Representative. The Owner’s Representative will notify Contractor that the Work does not meet requirements and is rejected.

Immediately upon Testing Laboratory determination of a test failure, the Laboratory shall telephone the results of the test to the Owner’s Representative and the Architect. On the same day, the Laboratory shall send written test results via facsimile to those names on the distribution list above.
Correction: Work done or materials delivered that fail to comply with requirements of Specifications or Drawings shall be rejected and shall immediately be made satisfactory at no additional expense to the Owner.

MATERIALS AND WORK QUALITY

All work under all Sections shall be performed in strict accordance with the highest standards of practice related to the trades involved and shall be complete and properly coordinated with all work adjacent or related to it.

All materials must be of the specified quality and equal to approved samples, if samples have been submitted. All work shall be done and completed in a thoroughly high-quality manner, notwithstanding any omission from these Specifications, or the Drawings, and it shall be the duty of Contractor to call the Owner’s Representative's attention to apparent errors or omissions and request written instructions before proceeding with the Work. The Owner’s Representative may, by appropriate instructions, correct errors and supply omissions; such instructions shall be as binding upon Contractor as though contained in the original Specifications or Drawings.

All defective work or materials shall be promptly removed from the premises by Contractor, whether in place or not, and shall be replaced or renewed in such manner as the Owner’s Representative may direct. All materials and work quality of whatever description shall be subjected to the inspection of, and rejection by the Owner’s Representative if not in conformance with the Specifications. The decision of the Owner’s Representative is final and conclusive upon the parties.

Any defective material or work quality, or any unsatisfactory or imperfect work which may be discovered before the final acceptance of the Work or within the initial (and any extended) warranty period, shall be corrected immediately as required by the Owner, without extra charge, notwithstanding that it may have been overlooked in previous inspections and estimates. Failure to inspect work shall not relieve Contractor from any obligation to perform sound and reliable work as herein described.

APPROVAL

Approval of the Work in part or as a whole by the Owner’s Representative shall not relieve Contractor of the responsibility for such compliance with the requirements of the Contract Documents. Such approvals may be withdrawn at any time that subsequent examination reveals that apparently satisfactory Work is, in fact, either defective or otherwise fails to
comply. Such work from which approval has been withdrawn shall be replaced or re-executed in accordance with the Contract, at no expense to the Owner.

SPECIFIC TESTING REQUIREMENTS

The following tests and inspections as detailed in applicable specification sections, are required, but not limited to:

EARTHWORK

The Geotechnical Engineer of record or a Geotechnical Engineer selected by the Owner will provide continuous inspection of earthwork, field test fill and earth backfill as placed and compacted, inspect excavations and sub-grade before concrete is placed, and provide periodic inspection of open excavations, embankment, and other cuts or vertical surfaces of earth. The Geotechnical Engineer will submit a report indicating that he has observed and tested fills and that in his opinion the fills were placed in accordance with the Contract Documents.

Contractor shall remove unsatisfactory material, re-roll, adjust moisture, place new material, or in the case of excavations, provide proper protective measures, perform other operations necessary, as approved by the Geotechnical Engineer whose decisions will be considered final.

Soils Test and Inspection Procedure
Allow sufficient time for testing, and evaluation of results before material is needed. The Geotechnical Engineer shall be sole and final judge of suitability of all materials.

Laboratory compaction tests to be used will be in accordance with ASTM D 1557.

Field density tests will be made in accordance with ASTM D 1556.

Number of tests will be determined by Geotechnical Engineer. Materials in question may not be used pending test results.

Excavation and embankment inspection procedure. Geotechnical Engineer will visually or otherwise examine such areas for bearing values, cleanliness and suitability.

Earth Work Test Reports
In order to avoid misinterpretations by the reviewing agencies, any retest results shall be reported on the same sheet, immediately following the previous failure test to which it is related. Retests shall be clearly noted as such.

CONCRETE
Concrete Mix Design
The Owner will pay for the sampling of aggregate and preparation of mix design one time for each strength and aggregate size specified. Testing cost for additional mix designs will be paid by the Owner and back-charged to the Contractor. The Owner will pay tests of materials, but the Contractor will be back-charged for all tests performed on materials that do not meet requirements. Two copies of the mix designs shall be filed with the Architect for record purposes only, not for review or approval.

Test concrete aggregates for mix design only.

Test suitability of aggregates in accordance with ASTM C 88-90 if material is under suspicion and if so directed by Architect.

If compressive test of core specimens fails to show compressive strength specified, remove and replace concrete or adequately strengthen in a manner approved by Architect.

Make all tests, take samples, and prepare samples in accordance with the latest standards adopted by American Society for Testing and Materials, referred to as ASTM.

Frequency of Testing
Samples for strength tests of each class of concrete placed each day shall be taken not less than once a day, or not less than once for each 50 cubic yards (38 m³) of concrete, or not less than once for each 2,000 square feet (186 m²) of surface area for slabs or walls. In addition, samples for strength tests for each class of concrete shall be taken for seven-day tests at the beginning of the concrete work or whenever the mix or aggregate is changed.

Concrete shall be mixed at certified automatic concrete batch plants.

Waiver of Batch Plant Inspection
Batch plant inspection may be waived if the concrete plant complies fully with the requirements of UBC Standard 19-3, and has been certified to comply with the requirements of the National Ready Mixed Concrete Association. The plant must be equipped with an automatic batcher in which the total batching cycle, except for the measuring and introduction of an admixture, is completed by activating a single starter device.

Owner’s Inspector Responsibilities
Inspect placing of reinforcing steel and concrete at Project.

Obtain load ticket and identify mix before accepting each load. Keep daily record of concrete placement, identifying each truckload, time of receipt, and location of concrete in structure.
During progress of work, take reasonable number of test cylinders as directed by Architect, but at least one set of cylinders for each 100 cubic yards or fractional part thereof for each class of concrete and at least one set from each day's pour. Test cylinders need not be made for concrete used in walks.

One set of cylinders shall consist of 3 samples all taken from same batch, one to be tested at age of 7 days and two at 28 days. The 28-day test may be omitted if the 7-day compressive strength exceeds 85 percent of the specified 28-day strength.

Make and store cylinders according to ASTM C 31-90.

Deliver cylinders to laboratory or store cylinders in a suitable protected environment for pick up by laboratory personnel.

Make slump test of wet concrete according to test for slump of Portland cement concrete, ASTM C 143-90a, at least at the same frequency that the cylinders are taken.

REINFORCING STEEL

Testing
Tests shall be performed before the delivery of steel to Project site. Steel not meeting specifications shall not be shipped to the Project.

Testing procedure shall conform to ASTM A615-90.

Sample at the place of distribution, before shipment: make one tensile test and one bending test from samples out of 10 tons, or fraction thereof, of each size and kind of reinforcing steel, where taken from bundles as delivered from the mill and properly identified as to heat number. Mill analysis shall accompany report. Where identification number cannot be ascertained, or where random samples are taken, make one series of tests from each 2-1/2 tons, or fraction thereof, of each size and kind of reinforcing steel. Tests on unidentified reinforcing steel will be paid by the Owner and back-charged to the Contractor. Samples shall include not fewer than 2 pieces, each 18 inches long, of each size and kind of reinforcing steel. Inspection of welding of reinforcing steel shall be done by a specially qualified laboratory inspector and tested in accordance with AWS D1.4-79.

Owner’s Inspector will inspect all reinforcement for concrete Work for size, dimensions, locations and proper placement. Inspector shall be present during welding of all reinforcing steel.
MASONRY

**Inspection**
Masonry work shall be continuously inspected during laying and grouting by an Inspector.

The Inspector shall check the materials, details of construction and construction procedure. The Construction Inspector shall furnish a verified report that of his own personal knowledge the work covered by the report has been performed and materials used and installed are in accordance with and in conformance to, the duly approved drawings and specifications.

**MASONRY TESTS:**

**Concrete Masonry Units**
Test each type of unit for strength in accordance with UBC Standard 24-7; absorption in accordance with ASTM C 140-75 (1980); for drying shrinkage in accordance with ASTM C 426-70 (1982); and for staining materials in lightweight concrete in accordance with ASTM C 641-82.

**Mortar and Grout Test**
At the beginning of all masonry work, at least on test sample of the mortar and grout shall be taken on 3 successive working days and at least at one-week intervals thereafter. The samples shall be continuously stored in moist air until tested. They shall meet the minimum strength requirement given in CCR Title 24, Sec 2103A.3 and 2103A.4 for mortar and grout, respectively. Additional samples shall be taken whenever any change in materials or job conditions occur or whenever in the judgment of the Architect, such tests are necessary to determine the quality of the material. Test specimens for mortar and grout shall be made as set forth in UBC Standard Nos. 21-16 and 21-18. In making the mortar test specimens the mortar shall be taken from the unit soon after spreading. After molding, the molds shall be carefully protected by a covering, which shall be kept damp for at least 24 hours, after which the specimens shall be stored and tested as required for concrete cylinders. In making grout test specimens, an absorbent paper liner shall be used and the mold left in place until the specimen has hardened. The prisms shall be stored as required for concrete cylinders. They shall be tested in the vertical position.

**Masonry Core Tests**
Not less than 3 cores having a diameter of approximately two-thirds of the wall thickness shall be taken from each project. At least one core shall be taken from each building for each four classrooms or equivalent area. The architect in responsible charge of the project or the Inspector shall select the areas for sampling. Core samples shall not be soaked before testing. Materials and workmanship shall be such that for all masonry when tested in compression, cores shall show strength of at least 1500 psi. When tested in shear the unit shear on the cross section of the core shall not be less than 100 pounds per square inch. Visual examination of all
cores shall be made to ascertain if the joints are filled. The Owner Inspector or testing agency shall inspect the coring of the masonry walls and shall prepare a report of coring operations for general distribution. Such reports shall include the total number of cores cut, the location, and the condition of all cores cut on each project regardless of whether or not the core specimens failed during cutting operation. All cores shall be submitted to the laboratory for examination.

STRUCTURAL STEEL

Mill certificates or affidavits and manufacturers' certification shall be supplied to the Testing Laboratory and Inspector for verification of steel materials. Testing Laboratory shall be notified at least 2 Working days in advance of fabrication and supplied with the reports so that it can make a shop inspection of the steel.

Tests of Steel Materials
If structural steel cannot be identified by heat or melt numbers, or if its source is questionable, not less than one tension test and one bend test will be made for each 5 tons or fractional part thereof. Such testing will be paid for by the Owner and back-charged to the Contractor. Structural steel identified by heat or melt numbers marked at the mill need not be tested, except testing is required of steel with $F_y$ greater than 36 ksi.

General Inspection
Testing Laboratory will visit the fabricator's plant to verify that materials used check with the mill tests; affidavits of test reports, and that fabrication and welding procedures meet Specifications.

Testing Laboratory will visually check fabricated steel against the Contract Drawings and reviewed shop drawings for compliance, and will make physical tests and measurements as required to meet the Specifications. Single pass fillet welds may be visually checked.

Inspection of Shop Fabrication
Inspection of shop fabrication may be required for important work if so designated on the Structural Tests and Inspections list. A qualified inspector approved by the DSA shall make this inspection. He shall furnish the Architect and the DSA a report duly verified by him that the materials and workmanship conform to the approved plans and specifications.

Approved Fabricators
In addition to welding inspection, fabrication inspection will be required for all work done on the premises of a steel fabricator who does not hold currently valid certificate CCR Title 24 Part 2, Sec. 306(f), Approved Fabricators. The cost of the fabrication inspection will be paid by the Owner and back-charged to the Contractor.
Inspection of welding shall be in accordance with the requirements of the 2001 CBC, Sec. 2231-A.

**Erection Inspection**
If so designated on the Structural Tests and Inspections list, Testing Laboratory will visually inspect bolted and field welded connections, perform such additional tests and inspections of field work as are required by the Architect and prepare test reports for the Architect's review.

**Shop Fabrication Inspection Outside of Area**
The added cost of shop fabrication inspection, and material testing outside the State of California or 150-mile radius of the Project site will be paid by the Owner and back-charged to the Contractor.

**Corrections**
Correct deficiencies in structural steel Work that inspections and test reports indicate to be not in compliance with the specified requirements.

Perform additional tests required to reconfirm noncompliance of the original Work and to show compliance of corrected Work. Costs for all additional tests will be paid for by the Owner and back-charged to the Contractor.

END OF DOCUMENT
6-I CONTRACT CLOSE-OUT

CLOSE-OUT PROCEDURES

Close-out Submittals
Prior to final payment and before the Owner's Representative issues a final Certificate for Payment, following shall be submitted as directed:

A. When called for in the Specifications, maintenance materials (extra stock) will be delivered to the Owner at its designated storage location materials, etc., for use in maintenance work.

B. Provide list of materials and quantities delivered to the Owner indicating date and acceptance by the Owner.

C. Evidence of compliance with requirements of governing authorities.

D. Record of all inspections and tests.

E. Project Record Documents.

F. Operating and Maintenance Data, Instructions to the Owner's Personnel in suitable transfer cases.

G. Evidence of Payment and Release of Liens.

H. Guarantees, Bonds, Service and Maintenance contracts as per Contract.

Final Adjustment of Accounts
The Contractor will prepare a final Certificate for Payment, reflecting approved adjustments to the Contract Sum not previously made by modifications. Submit the final request for payment to the Owner.

The final request shall reflect all adjustments to the Contract Sum as follows:

The original Contract Sum, including accepted alternates.

Additions and deductions resulting from:

A. Previous modifications (Change Orders).

B. Unit prices.

C. Deductions for uncorrected Work.

D. Deduction for re-inspection payments.

E. Retainage.
F. Other adjustments.

Total Contract Sum, as adjusted.

Previous payments.

Sum remaining due.

Prerequisites to Final Payment
The Contractor shall satisfactorily fulfill all the following requirements of the Contract before making request for final payment.

Work shall be complete and the Contractor shall receive the Owner's Representative's acceptance of all phases of the Project.

Deliver to the Owner's Representatives and receive the Owner's Representative's written acceptance of the following:

A. Written Guarantees.

B. As-built Drawings (original with redlines and AutoCAD Corrections).

C. Record of all inspections and tests.

D. File of all operations and maintenance manuals.

Deliver to the Owner a copy of the Final Verified Report filed or to be filed by the Contractor with DSA.

Deliver to the Owner's Representative and receive the Owner's Representative's acceptance of the Owner's Inspection Card(s) with all applicable items thereon signed as having been duly inspected and satisfactorily completed.

PROJECT CLOSE-OUT

Completion of Work
On completion of the Work, the Contractor shall request the final inspection in writing to the Owner's Representative. In the written request for final inspection, the Contractor shall certify that all work specified in the Contract Documents has been completed, including starting of systems. The final cleaning shall be completed prior to requesting the final inspection.

Deficiencies
If deficiencies and omissions by the Contractor are observed, they will be listed by the Owner's
Representative in a written memo (Punch List) to the Contractor and the Owner. The Contractor shall correct all listed deficiencies and omissions in a timely manner until all of the Work is in an acceptable condition and will so certify in writing to the Districts Representative.

Punch List Inspection
After receipt of the Contractor's certification in writing that all deficiencies have been corrected; the Owner's Representative will make a Punch List inspection. The Owner's Representative will notify the Contractor in writing of any items that remain unsatisfactory. The Contractor shall be responsible for all costs for re-inspection due to unsatisfactory work that is incurred by the Owner after the first Punch List inspection.

PROJECT RECORD DOCUMENTS

Record Drawings (As-Built Drawings)
The Contractor shall be solely responsible for the maintenance and completion of As-Built Drawings, and the following procedure shall be strictly adhered to:

The Contractor's shall have one complete set of blueline prints of the Project Drawings, Shop Drawings and Specifications which shall be recorded thereon by the Contractor.

As the Work progresses, a complete and accurate notation of all deviations from the Drawings and Specifications, including but not limited to, work by Change Order, clarifications made via Letters of Instruction, Architect’s Supplemental Information, and Requests for Information (RFI's), shall be recorded thereon by the Contractor. Such indications shall be neatly made and kept current. Where exact locations are critical, such as in the case of buried piping or conduit, said locations - both horizontal and vertical - shall be dimensioned.

Maintain at the Project site for the Owner, one record copy of favorably reviewed shop drawings, product data, and samples, field test reports, inspection records, manufacturer’s certificates, construction schedule. Store record documents and samples in Field Office apart from documents used for construction. Provide files, racks, and secure storage for Record Documents and samples.

The Contractor shall not request that inspection be made of any Work that has been installed in locations contrary to the Drawings until the Contractor properly notes such deviations on the As-Built Drawings.

The importance of keeping the Record Drawings accurately, neatly and current cannot be overstressed. The Owner’s Representative may, if the Owner’s Representative deems it necessary, withhold approval of periodic requests for payment if in the Owner's Representative's judgment, the provisions of this Section are not strictly adhered to. All such
requests for payment will be approved immediately, assuming all other requirements of the Contract Documents are satisfied, upon the satisfactory current completion of the Record Drawings.

At the completion of the Project, and before the final request for payment is made and the Owner's Representative's approval obtained, the Record Drawings shall be completed by the Contractor. The Contractor shall transfer all of the indications on the blueline prints to mylar reproductions of the Working Drawings. The Owner shall provide the mylar reproductions of the Working Drawings. The cost of the mylar reproductions shall be borne by the Contractor.

Approval by the Owner's Representative of the Contractor's final request for payment shall be contingent upon the satisfactory completion and delivery to the Owner of the Record Drawings.

All as-built indications shall be made to the project CAD file.

Maintain Record Documents in a clean, dry, and legible condition. Do not use Record Documents for construction purposes. Keep Record Documents and samples available for inspection by the Construction Manager, Architect/Engineer, and Owner's Inspector.

Upon completion of the Project, the Contractor shall deliver this record of all construction changes to the Construction Manager, for transmittal to the Architect, along with a letter which declares that other than the noted changes, “The Project was constructed in conformance with the Contract Documents.”

OPERATING AND MAINTENANCE DATA

Contractor shall assemble and furnish three (3) complete sets of all data, except that which is noted to be mounted in frames, in three-ring loose-leaf binders, complete with index, indexed dividers and permanently attached exterior labels on the cover and back of the binder. Bound publications need not be assembled in binders.

Manufacturers' Manuals
Complete installation, operation, maintenance and service manuals and printed instructions and parts lists for all materials and equipment, where such printed matter is regularly available from the manufacturer. This includes, but is not limited to, such service manuals as may be sold by the manufacturer covering the operation and maintenance of the manufacturer's items, and complete replacement parts list sufficiently detailed for parts replacement ordering to the manufacturer.

Equipment Nameplate Data
A typewritten list of all mechanical and electrical equipment showing all equipment nameplate
data exactly. Identify equipment by means of names, symbols, and numbers used in the Contract Documents.

System Operating Instructions
Type written instructions covering operation of the entire system as installed (not duplicating manufacturers' instructions for operating individual components). Include schematic flow and control diagrams as appropriate and show or list system valves, control-elements, and equipment components using identification symbols and show proper settings for valves, controls and switches.

System Maintenance Instructions
Type written instructions covering routine maintenance of the system. List each item of equipment requiring inspection, lubrication or service and briefly describe such maintenance, including types of lubricants and frequency of service. It is not intended that these instructions duplicate manufacturers' detailed instructions. Give name, address and phone number of nearest firm authorized or qualified to service equipment or provide parts.

Wall Mounted Data
Frame one set of typewritten system instructions and diagrams as required under Paragraphs 3) and 4) above, covered with glass and mount in locations as directed by the Owner's Representative.

INSTRUCTION OF THE DISTRICT'S PERSONNEL BY CONTRACTOR

After Work under this Contract is completed, tested and prior to acceptance by the Owner and not less than five (5) days after submittal of the Operation and Maintenance Data required in the paragraph above, operate all systems during which time a qualified factory trained representative familiar with the items installed shall instruct and supervise the Owner's personnel in the operation and maintenance of the equipment and systems.

Any instructions from manufacturers' representatives required under other Sections of the Specifications shall be conducted during this period. This instruction period shall be conducted after completion of all piping and equipment labeling periods through the Owner's Representative.

Contractor shall make all arrangements and notices for operation and instruction periods through the Owner's Representative.

This one (1) day instruction period is in addition and subsequent to any period of operation, testing and adjustment called for elsewhere in the Specifications.
FINAL CLEANING

The Contractor shall provide final cleaning of the Work. The Contractor shall employ experienced workers or professional cleaners for final cleaning. The Contractor shall clean each surface or unit of Work to the condition expected from a normal, commercial building cleaning and maintenance program.

The Contractor shall comply with the manufacturer's instructions for cleaning operations.

The Contractor shall complete the following cleaning operations before requesting the final inspection.

Remove labels which are not required as permanent labels.

Clean transparent materials, including mirrors and glass in doors and windows, to a polished condition. Remove putty and other substances that are noticeable as vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.

Clean exposed exterior and interim hard-surfaced finishes to a dust-free condition, free of dust, stains, films and similar noticeable distracting substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.

Wipe surfaces of mechanical and electrical equipment clean. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.

Clean the Project site, including landscape development areas, of rubbish, litter and other foreign substances. Sweep paved areas to a broom clean condition; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.

Clean plumbing fixtures to a sanitary condition, vacuum and wipe inside of all electrical panels and cabinet work, clean light fixtures and lamps, clean permanent filters and replace disposable filters of units operated during construction; in addition, clean ducts, blowers and coils when units have been operated without filters during construction.

Clean roofs, gutters, downspouts and drainage systems.

REMOVAL OF TEMPORARY FACILITIES
At the completion of the Work, the Contractor shall remove from the premises all tools, appliances, materials, debris, scaffolding, temporary structures, temporary construction for which the Contractor has been responsible.

At the completion of the Work, the Contractor shall remove or cap all temporary utility lines as directed by the Owner’s Representative.

At the completion of the Work, the Contractor shall remove all erosion control fencing, straw waddles, inlet protection and wood stakes associated with erosion control if protection measures are deemed no longer necessary by the Owner.

END OF DOCUMENT
6-J DISPUTE RESOLUTION PROCEDURES

It is the intent of this Contract that disputes regarding the Contract be resolved promptly and fairly between the Owner Representative and Contractor. However, it is recognized that some disputes will require detailed investigation and review by one or both parties before a determination and resolution can be reached. For the protection of the rights of both the Contractor and Owner the following provisions apply to the resolution of disputes.

Contractor shall provide verbal or written notice of disputed or potentially disputed work to the Owner Representative’s attention prior to the commencement of and sufficiently in advance of performing the disputed work to allow the Owner Representative initial review of the disputed work. If there is disagreement subsequent to the initial review, the Contractor shall formally request a Contract Interpretation by the Owner Representative. If the Contractor disagrees with the Owner Representative's decision, the Contractor shall notify the Owner Representative, in writing, of its intention to make a claim. Written notice of claims shall be clearly titled "Notice of Potential Claim". Such Notice of Potential Claim shall state the circumstances and the reasons for the claim and the amount of the claim within ten (10) days after the date that the claim arises.

In proceeding with a disputed portion of the Work, the Contractor shall keep accurate records of all costs, including a summary of the hours and classification of equipment and labor utilized on the disputed work, as well as a summary of any materials or any specialized services which are used. Such information shall be submitted to the Owner Representative on a daily basis, receipt of which shall not be construed as an authorization for or acceptance of the disputed work.

The Contractor shall submit to the Owner Representative its costs incurred for the claimed matter within five (5) days after request for said information is requested by the Owner Representative. Claims shall be made in itemized detail and should the Owner Representative be dissatisfied with the format or detail of presentation, upon request for more or different information, the Contractor will promptly comply, to the satisfaction of the Owner Representative. If the additional costs are in any respect not knowable with certainty, they shall be estimated as best can be done. The Owner Representative shall have the right as provided to review the Contractor’s records pertaining to a submitted claim. In case the claim is found to be just, it shall be allowed and paid for through a Change Order.

From time to time the Contractor may request or the Owner Representative may call a special meeting to discuss outstanding claims should it deem this a means of possible help in the resolution of the claim. The Contractor shall cooperate and attend prepared to discuss its
claims, making available the personnel, subcontractors and suppliers necessary for resolution, and all documents which may reasonably be requested by the Owner Representative.

**Public Contract Code Section 9204**
The contractor is hereby informed that the Public Contract Code Sections 9204 provides:

The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

For purposes of this section: “Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

Payment of an amount that is disputed by the public entity.

“Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

“Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

“Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
“Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

The claimant shall furnish reasonable documentation to support the claim.

If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

If the claimant disputes the public entity’s written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity 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.

For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties’ dispute.

Failure by the public entity 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 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.

Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity 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 public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.
The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

This section applies to contracts entered into on or after January 1, 2017.

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.

This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

The Legislature finds and declares that it is of statewide concern to require a charter city, charter county, or charter city and county to follow a prescribed claims resolution process to ensure there are uniform and equitable procurement practices.

If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.
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7-A PRE-BID REQUEST FOR SUBSTITUTION

Proposed Substitution

Manufacturer

Product (model, pattern, etc.)

Reason for proposed substitution

- The specified item is unavailable (certified letter from manufacturer/supplier attached).
- Significant Time Reduction
  Estimated Calendar Day Reduction: ________ Days
- Significant Cost Reduction
  Estimated Reduction in Contract Sum: $_______
  Significant improvement in quality without a change in Contract sum. Provide comparison information and supporting data substantiating the request per requirements

EFFECTS OF PROPOSED SUBSTITUTION:

- Does substitution affect dimensions indicated on Drawings
  [ ] Yes [ ] No
- Does substitution affect Work of other Sections?
  [ ] Yes [ ] No
- Does substitution require modifications to design, changes to Drawings, or revisions to specifications to be incorporated into the Project?
  [ ] Yes [ ] No
  Explain any yes answer above

Attach list of at least 3 projects where proposed substitution has been used within past 12 months; include name, address, and telephone number of Owner and Architect.

1.

2.

3.

CONTRACTOR'S / BIDDER'S REPRESENTATION:

Undersigned accepts responsibility for coordination of proposed substitution and accepts all additional costs resulting from the incorporation of proposed substitution into the Project.

SUBMITTED BY: ___________________________ DATE: ___________________

REVIEWED BY ___________________________ DATE: ___________________

[ ] Accepted [ ] Not Accepted [ ] No Action Required [ ] Incomplete [ ] Too Late

COMMENTS
7-B PROPOSAL REQUEST

To Contractor:                  Proposal Request No.  _______________

Name:  ___________________________  Date Issued  ___________________

Address  ______________________________________________________

Attention:  ____________________________________________________

Project  ________________________________________________________

Copy to:  _______________________________________________________  

The following change is being considered for the Project. Please provide a Cost Proposal for any changes in Contract Sum and/or Contract Time to perform the work described below in accordance with the General Conditions. Cost Proposal shall be submitted on the Owner’s form, 7-B PROPOSAL REQUEST of the Contract Documents.

THIS IS NOT A CHANGE ORDER OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN

Description of Work Requested:

Subject:
Contract
Reference:

The Owner request your Cost Proposal in time and money to:

Attachment:

Project Manager:  ___________________________  Date:  __________________

END OF DOCUMENT

SCOTTS VALLEY WATER DISTRICT  SECTION 7 PROJECT FORMS

SEQUOIA RESERVOIR, OCTOBER 2019  SECTION 7 PAGE 4
# 7-C SUBMITTAL TRANSMITTAL

**Submittal Number:** __________

<table>
<thead>
<tr>
<th>Specification Section</th>
<th>Article/Paragraph</th>
<th>Description</th>
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<tbody>
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</tbody>
</table>

The following supporting information is attached:

- [ ] Product Submittal
- [ ] Certified Test Results
- [ ] Shop Drawings
- [ ] Calculations
- [ ] Color Selection Charts
- [ ] Schedules (Contract Time)
- [ ] Manufacturer’s Recommendations
- [ ] Product/Material Samples
- [ ] Other: __________

---

Total Number of Copies Submitted

- [ ] Number of copies to returned to the Contractor.
- [ ] Original Transparency (Shop Drawings Only).
- [ ] Opaque Reproductions/Non-Reproducible Submittal.

*(District’s Project Files, Construction Manager’s File, Architect’s File, Inspector of Record’s File)*

- [ ] Total Number of Copies Submitted.

**Specified Item:**  Yes: [ ]  No: [ ] (complete **Request for Substitution Information** below)

As the Contractor for this Project, we have thoroughly checked this submittal and ascertained that this submittal complies in detail with the Contract Documents. Prior to submission, we have reviewed, marked-up as appropriate, and stamped this submittal. The submittal clearly shows that we have clearly reviewed this submittal for conformance with the requirements of the Contract Documents and for coordination with other Sections. We have determined and verified; field measurements, field construction criteria, catalog numbers and similar data, conformance with Contract Documents.

---

[Signature]

[Date]

END OF DOCUMENT
### 7-D CHANGE ORDER REQUEST

*(Reference Contract Administration 6-C Modification Procedures)*

<table>
<thead>
<tr>
<th>Cost Proposal #:</th>
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<tbody>
<tr>
<td>Date Submitted:</td>
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<td>Project:</td>
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</table>

#### Scope of Change:

<table>
<thead>
<tr>
<th>Adjustment of Contract Time:</th>
<th><em>(Include justification based upon the Contract Schedule)</em></th>
</tr>
</thead>
<tbody>
<tr>
<td>Adjustment of the Contract Sum:</td>
<td><em>Total Additional Cost from Cost Proposal Breakdown</em></td>
</tr>
</tbody>
</table>

#### Instructions:

Complete this form by providing (a) all information required above, (b) the amount and justification based upon the Contract Schedule for any proposed adjustment of Contract Time, (c) the proposed adjustment of Contract Sum, and (d) the attached Cost Proposal Breakdown.

Attach detailed cost breakdowns for all materials, wages and salaries, and Fringe Benefits and Payroll Taxes.

The Contractor Fee shall be computed on the Cost of Extra Work only; and shall constitute full compensation for all costs and expenses related to the subject change and not enumerated in the Cost Proposal Breakdown, including overhead and profit.

The mark-up for all overhead (including home and field office overhead), general conditions costs and profit, shall not exceed the percentage of allowable direct actual costs for performance of the Change as set forth below. Contractor Fee shall be computed as follows:

- For the portion of any Change performed by Subcontractors of any tier, the percentage mark-up on allowable actual direct labor and materials costs incurred by Subcontractors of any tier shall be Twelve Percent (12%).
- For the portion of any Change performed by a Subcontractor of any tier, the Contractor may add an amount equal to Five Percent (5%) of the allowable actual direct labor and materials costs of Subcontractors performing the Change.
- For the portion of any Change performed by the Contractor's own forces, the mark-up on the allowable actual direct labor and materials costs of such portion of a Change shall be Fifteen Percent (15%).

**PREPARED BY:**

<table>
<thead>
<tr>
<th>(Contractor)</th>
<th>REVIEWED AND RECOMMENDED BY:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>(Owner’s Representative)</td>
</tr>
<tr>
<td>Date:</td>
<td></td>
</tr>
</tbody>
</table>

---

**SEQUOIA RESERVOIR, OCTOBER 2019**
### ACTUAL COSTS

<table>
<thead>
<tr>
<th>Description</th>
<th>(1)</th>
<th>(2)</th>
<th>(3)</th>
<th>(4)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Straight Time Wages – Labor</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Overtime Wages – Labor</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Straight Time Wages/ Salaries Supervisory Personnel</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Over Time Wages/ Salaries – Supervisory Personnel</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Fringe Benefits and Payroll Taxes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Materials</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>7. Sales Taxes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Rental Charges</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Royalties</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>10. Permits</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Utilities</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Cost of Extra Work (sum lines 1-11)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### OVERHEAD, GENERAL CONDITIONS & PROFIT

<table>
<thead>
<tr>
<th>Description</th>
<th>(1)</th>
<th>(2)</th>
<th>(3)</th>
<th>(4)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor Fee</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subcontractor Fee (12% of line 12, col. 2 and col. 3.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor Fee for Subcontractor and Subcontractor work (5% line 12 col. 3.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Subcontractor and Subcontractor Work (Sum of lines 12, col. 2 and 3)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor Fee for Subcontractor and Subcontractor Work. (5% of the Total Subcontractor and Subcontractor Work)</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

### SUBTOTAL ADDITIONAL COST (Sum of lines 12 and 13a-13d)

<table>
<thead>
<tr>
<th>Description</th>
<th>(1)</th>
<th>(2)</th>
<th>(3)</th>
<th>(4)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insurance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bonds</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL ADDITIONAL COST (Sum of lines 14 - 16)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

END OF DOCUMENT
FIELD ORDER

This form to be used only for emergency instructions to the Contractor where time required for preparation and execution of a formal Change Order would result in delay or stoppage of the work. This Field Order is issued as per the requirements of the Contract Documents. A Change Order will supersede this Field Order. The Change Order will include the scope of the change in the Work and any actual adjustments of the Contract sum and the Contract time.

To the Contractor:

Reference:

Subject:

You are hereby authorized and instructed to effect the following modifications in your Contract for the above project:

Estimated Adjustment to Contract Sum:

Estimated Adjustment to Contract Time: calendar days

To be used where agreed cost or credit cannot be immediately determined. The final agreed amount shall not be more than the maximum cost nor less than the minimum credit noted above.

__________________________
Owner’s Representative

__________________________
Contractor

__________________________
District
7-F CHANGE ORDER

Scotts Valley Water District  Change Order No.: ________________

Project: ___________________________  Date: ________________

To Contractor:

Description of Change: You are hereby authorized to make changes in the Work as described in the following detail sheets and summaries.

Summary of Contract Sum:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Sum:</td>
<td>$____________</td>
</tr>
<tr>
<td>Prior Adjustments:</td>
<td>$____________</td>
</tr>
<tr>
<td>Contract Sum Prior to this Change:</td>
<td>$____________</td>
</tr>
<tr>
<td>Adjustments for this Change:</td>
<td>$____________</td>
</tr>
<tr>
<td>Revised Contract Sum:</td>
<td>$____________</td>
</tr>
</tbody>
</table>

Summary of Contract Time:

<table>
<thead>
<tr>
<th>Item</th>
<th>Duration</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Time:</td>
<td>(Calendar days)</td>
<td>__________</td>
</tr>
<tr>
<td>Prior Adjustments:</td>
<td>(Calendar days)</td>
<td>__________</td>
</tr>
<tr>
<td>Contract Time Prior to this Change:</td>
<td>(Calendar days)</td>
<td>__________</td>
</tr>
<tr>
<td>Adjustments for this Change:</td>
<td>(Calendar days)</td>
<td>__________</td>
</tr>
<tr>
<td>Revised Contract Time:</td>
<td>(Calendar days)</td>
<td>__________</td>
</tr>
</tbody>
</table>

The Contractor waives any claim for further adjustments of the Contract sum and Contract time related to items contained in the Change Order. This Change Order is complete accord and satisfaction for all items included in this Change Order. Also refer to the General Conditions.

The foregoing adjustment of the Contract Price and the Contract Time for the changes noted in this Change Order (the “Changes”) represents the full and complete adjustment of the Contract Price and the Contract Time due to the Contractor for providing and completing such Changes, including without limitation: (i) all costs (whether direct or indirect) for labor, equipment, materials, tools, supplies and/or services; (ii) all general and administrative overhead costs (including without limitation, home office, field office and Site general conditions costs) and profit; and (iii) all impacts, delays, disruptions, interferences, or hindrances in providing and completing the Changes. The Contractor waives all rights, including without limitation those arising under Civil Code Section 1542, for any other adjustment of the Contract Price or the Contract Time on account of this Change Order or the performance and completion of the Changes.
Accepted by the Contractor,

Contractor

Name __________________________ Date __________________

Reviewed and Recommended for Approval

Name __________________________ Date __________________

Reviewed and Recommended for District Approval

Name __________________________ Date __________________

Attachments:

Distribution:
7-G ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

California Public Contract Code §22300

THIS ESCROW AGREEMENT ("Escrow Agreement") is made and entered into this Day of __________, 20__ by and between Scotts Valley Water District ("Owner") whose address is 2 Civic Center Drive, Scotts Valley, CA 95066 ("Contractor"), whose place of business is located at: ____________________________, and Owner, 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: ____________________________, ("Escrow Agent") For the consideration hereinafter set forth, Owner, Contractor and Escrow Agent agree as follows:

1. Pursuant to California Public Contract Code §22300, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Contract entered into between Owner and Contractor for PROJECT NAME located at: PROJECT ADDRESS in the amount of $__________ dated __________ (the "Contract"). Alternatively, on written request of Contractor, Owner shall make payments of the retention earnings directly to Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify Owner 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 Owner and Contractor. Securities shall be held in name of and shall designate Contractor as the beneficial owner.

2. Owner shall make progress payments to 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.

3. When Owner makes payment(s) of retention earned directly to Escrow Agent, Escrow Agent shall hold said payment(s) for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. 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 Owner pays Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of Owner. Such expenses and payment terms shall be determined by Owner, 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 Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to Owner.

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Owner to Escrow Agent that Owner consents to withdrawal of amount sought to be withdrawn by Contractor.

7. Owner shall have the right to draw upon the securities in event of default by Contractor. Upon seven Days written notice to Escrow Agent from Owner of the default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by Owner.

8. Upon receipt of written notification from Owner certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

9. Escrow Agent shall rely on written notifications from Owner and Contractor pursuant to Paragraphs 5 through 8, inclusive, of this Document 00 6290 and Owner and 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 Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:
## On Behalf of Owner:

<table>
<thead>
<tr>
<th>Title</th>
<th>Name</th>
<th>Signature</th>
<th>Address</th>
<th>City/State/Zip Code</th>
</tr>
</thead>
</table>

## On Behalf of Contractor:

<table>
<thead>
<tr>
<th>Title</th>
<th>Name</th>
<th>Signature</th>
<th>Address</th>
<th>City/State/Zip Code</th>
</tr>
</thead>
</table>

## On Behalf of Escrow Agent:

<table>
<thead>
<tr>
<th>Title</th>
<th>Name</th>
<th>Signature</th>
<th>Address</th>
<th>City/State/Zip Code</th>
</tr>
</thead>
</table>
IN WITNESS WHEREOF, the parties have executed this Escrow Agreement by their proper officers on the date first set forth above.

**OWNER:**

<table>
<thead>
<tr>
<th>Title</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Name</td>
</tr>
<tr>
<td>Signature</td>
<td>Signature</td>
</tr>
</tbody>
</table>

**CONTRACTOR:**

<table>
<thead>
<tr>
<th>Title</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Name</td>
</tr>
<tr>
<td>Signature</td>
<td>Signature</td>
</tr>
</tbody>
</table>

**ATTEST:**

<table>
<thead>
<tr>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Secretary</td>
</tr>
</tbody>
</table>

**ESCROW AGENT:**

<table>
<thead>
<tr>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print Name</td>
</tr>
<tr>
<td>Signature</td>
</tr>
</tbody>
</table>

**REVIEWED AS TO FORM:**

<table>
<thead>
<tr>
<th>Counsel for Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print Name</td>
</tr>
<tr>
<td>Date</td>
</tr>
</tbody>
</table>

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

**END OF DOCUMENT**