

REQUEST FOR PROPOSAL

FY19/FY20

CONSTRUCTION AND REPAIR SERVICES

AT CCWD FACILITIES

MAY 2018

PROPOSALS DUE
WEDNESDAY, JUNE 13, 2018 AT 10:00 A.M.

CONTRA COSTA WATER DISTRICT
ATTENTION: PURCHASING OFFICER
1331 CONCORD AVENUE
CONCORD, CA. 94520



CONTRA COSTA WATER DISTRICT
REQUEST FOR PROPOSAL

FY19/FY20 CONSTRUCTION AND REPAIR SERVICES AT CCWD FACILITIES

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END OF SECTION

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SECTION 00010

NOTICE INVITING PROPOSALS

Notice is hereby given that proposals will be received by the Contra Costa Water District (District or CCWD) at 1331 Concord Avenue, Concord, California, 94520 until **10:00 a.m. on Wednesday, June 13, 2018** for design, construction, and repairs to District facilities including installation of piping, corrosion protection facilities, slope repairs, fencing, irrigation, drainage, concrete, grading, trenching, surfacing work, paving, mechanical equipment, electrical, instrumentation, safety improvements, developing signed and stamped plans by professional engineers, and other work at District facilities located in Contra Costa County designated as the following:

CONSTRUCTION AND REPAIR SERVICES AT CCWD FACILITIES

The Proposer shall submit one (1) original and five (5) copies of its proposal in accordance with the conditions of this Request for Proposals dated May 2018 to be considered for this project. The Proposer is referenced to the Request for Proposals (this RFP) dated May 2018, for specific proposal requirements. Information provided in these "Contract Documents" is included by reference to supplement this RFP and provide more contract related information. Proposals received prior to said day and hour will be reviewed in accordance with the conditions of the Request for Proposals, will be evaluated, and a recommendation will be presented to the District Board of Directors for subsequent action. One (1) original copy of the Pricing Schedule per Section 00310 shall be submitted in a separate sealed envelope.

The District is seeking two (2) qualified Contractors to provide construction and repair services at its facilities on an "On-Call" basis for a total of each contract not to exceed \$1,000,000 through June 30, 2019; with the District holding an option to extend the period of services for an additional one-year term for an additional contract amount of \$1,000,000 with each contractor for the additional one-year term.

This is an indefinite delivery, indefinite quantity contract for construction and repair services. The work to be performed under this contract shall be authorized by the District through Task Order issued to the Contractor for individual projects. Work consists of furnishing all tools, equipment, materials, supplies, and manufactured articles for each repair as needed, except those supplied by the District, and where requested, providing as-built drawings of completed work. It shall also include the furnishing of all transportation and services, including fuel, power, water, and essential communications, and the performance of all labor, work, or other operations required for the fulfillment of the contract in strict accordance with the Contract Documents and applicable portions of District's Standard Procedures, Specifications and Drawings then currently in effect. When specifically requested in a Task Order, work shall also consist of final design (i.e., work products stamped and signed by a licensed professional architect/engineer/surveyor), and/or assistance with constructability review and value engineering.

Typical work will be similar in nature to, but may not be limited to, those listed below.

- Canal road safety improvements
- Canal slope stability improvements
- Trash rack and ladder replacements at Canal Pumping Plants
- Anode bed replacements for below-ground water pipelines
- Canal fencing repairs
- Canal lining repairs
- Installation of power operated gate opening/closing devices
- Excavating and repairing water pipeline leaks
- Mechanical equipment at pump stations and reservoirs

- Process equipment installation at water treatment plants
- Electrical and Instrumentation improvements
- Millwright and pipefitting services
- Surveying
- Constructability Review
- Design-Build services
- Cost Estimating

All Proposers shall be licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code of the State of California to do the type of work contemplated in the project. In accordance with provisions of California Public Contract Code Section 3300, the District has determined that only Contractors who have the ability to obtain professional engineering services to provide stamped and signed final designs and who possess a valid Class A or Class B license and the ability to obtain all specialty licenses required to perform the range of work described in the Contract Documents at the time that the proposal is submitted, and are qualified to perform such work, should submit a proposal. In addition, no Proposer shall be qualified to submit bid to perform the Work unless it is registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time that the bid is submitted, and failure to have registered and thereby be qualified shall render the bid non-responsive.

The District hereby advises all Proposers that the successful Proposers shall:

1. Employ the appropriate number of apprentices on the job site as set forth in California Labor Code 1777.5;
2. Provide workers' compensation coverage, as set forth in California Labor Code Sections 1860 and 1861;
3. Keep and maintain the records of work performed on the public works project, as set forth in California Labor Code Section 1812;
4. 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); and
5. Be subject to all other requirements imposed by law.

CALIFORNIA WAGE RATE REQUIREMENTS: In accordance with the provisions of the California Labor Code Sections 1770, 1773, 1773.1, 1773.6 and 1773.7 as amended, the successful Proposer and each of its subcontractors shall pay to all workers employed by them in the execution of the Work not less than the general prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations in accordance with the standards set forth in Section 1773 for the locality in which the Work is to be performed. This project is subject to labor compliance monitoring and enforcement by the California Department of Industrial Relations. A copy of said prevailing wage rates is on file at the office of the **Engineering Department, 2411 Bisso Lane, Concord**, where copies will be made available during normal working hours to any interested party on request, or Proposers may prefer to obtain the current prevailing rate of per diem wages directly from the on-line website maintained by the California Department of Industrial Relations (www.dir.ca.gov/DLSR/PWD). The District has determined that all installation of mechanical, pressure and/or process piping; waste and vent piping; potable and non-potable piping shall be paid at the prevailing wage for a Plumber and/or Pipefitter.

The District will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rates on file as aforesaid. The possibility of a wage increase is one of the elements to be considered by each Contractor in developing his/her proposal and will not, under any circumstances, be considered as the basis of a claim against the District on the Contract.

The successful Proposers and its subcontractors shall employ workers, trades and craftsmen who constantly display and demonstrate proper moral, ethical, and professional conduct to all fellow workers, employees and representatives of the Owner and other involved entities. In addition, the successful Proposer must ensure that employees and applicants for employment are not discriminated against on the basis of age, color, race, national origin, ancestry, religion, gender, sexual preference, marital status, and comply with the Americans with Disabilities Act.

Each proposal must conform and be responsive to the invitation and all documents comprising the pertinent Contract Documents. The successful Proposers will execute the Contract in conformity with the form of agreement contained within the Contract Documents, and will furnish bonds for the full amount of the contract and insurance policies as specified within ten (10) days after notification of the award of the Contract to the successful Proposers.

Addenda issued during the proposal process shall be covered in the Contractor's proposal and shall become part of the Contract Documents.

Proposers shall develop and submit proposals at their own expense. The District will not reimburse any costs associated with the development and submittal of any and all proposals.

The District reserves the sole right to reject any and all proposals and to waive any informality in a proposal.

No Proposer may withdraw its proposal for a period of sixty (60) days after the date set for the submission thereof.

Any proposal protest must be submitted in writing to the District Secretary at 1331 Concord Avenue, Concord, California 94520, before 5:00 p.m. of the 5th business day following the proposal submission date. The initial protest document must identify the protestant and contain a complete statement of the basis for the protest with reference to any portion of the proposal documents which the protestant relies on as the basis of the protest. The above time and content requirements are mandatory, and comprise the sole and exclusive means by which to protest a proposal, and thus failure to comply therewith shall constitute a waiver of any right to further pursue a protest by any means, including filing a Government Code claim or legal proceedings. Proposal protests shall be acted upon by the District's Board.

In accordance with the provisions of California Public Contract Code Section 3300, the District has determined that the Contractor shall possess a valid Class A license or Class B license in addition to the ability to procure subcontractors with specialty licenses required to perform the range of work described in the Notice Inviting Proposals. The Contractor may subcontract for some specialty work if identified in writing during the course of the contract if and as may be mutually agreed to by the District and the Contractor.

In accordance with the provisions of California Business and Professions Code Section 7028.15, a proposal submitted to the District by a Contractor who is not licensed in accordance with Chapter 9 of Division 3 of the California Business and Professions Code shall be considered non-responsive and shall be rejected by the District.

In addition, no Proposer shall be qualified to submit a proposal to perform the Work unless it is registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time that the bid is submitted, and failure to have registered and thereby be qualified shall render the bid non-responsive.

*****END OF SECTION*****

SECTION 00100

INSTRUCTIONS FOR PROPOSERS

1.0 GENERAL

The Contra Costa Water District, hereinafter referred to as the “District” or “CCWD”, is seeking sealed proposals from qualified contractors to perform design, construction, and repair services at the District’s facilities on an on-call basis. The request is comprised of the Request for Proposals (RFP) dated May 2018 and the Technical Services Agreement. The combination of these documents represents the Contract Documents and the entire request. Typical construction and repair activities are identified in Section 00010, **NOTICE INVITING PROPOSALS**. The work to be performed under this contract shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles for each repair as needed, except those supplied by the District, and, if and when requested by the District, shall also include final design and assisting with constructability review. Qualifications for design professionals are further explained in Section 01010-1.0. It shall also include the furnishing of all transportation and services, including fuel, power, water, and essential communications, and the performance of all labor, work, or other operations required for the fulfillment of the contract in strict accordance with the Contract Documents and District’s Standard Procedures, Specifications and Drawings currently in effect.

The District intends to enter into a Technical Services Agreement (attached) with each of two (2) qualified Proposers who are selected to perform this work.

All Proposers shall carefully examine the Contract Documents and satisfy themselves as to their sufficiency; Proposers shall notify the District of any discovered conflicts, errors or discrepancies in the Contract Documents prior to the submission of its proposal. If necessary, the District will issue clarifications and modifications to the RFP in the form of addenda.

Unless the Proposer has given such notification and the District has not responded thereto by the time proposals are required to be submitted, the submission of a proposal shall constitute an acknowledgment, upon which the District may rely, that the Proposer has thoroughly examined and is familiar with the Contract Documents, and Proposers shall not at any time after the submission of the proposal dispute or complain of such Contract Documents and the directions explaining them or interpreting them, nor assert that there is any misunderstanding in regard to the location, extent, nature or amount of work to be performed.

The District reserves the right to postpone the date and time for receiving proposals at any time prior to the date and time established in the Notice Inviting Proposals. Postponement notices may be faxed and will subsequently be mailed to Proposers of record in the form of addenda.

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

<u>SECTION</u>	<u>TITLE</u>
00300	PROPOSAL FORM
00310	PRICING SCHEDULE (Submit in separate sealed envelope)
00430	PROPOSED SUBCONTRACTORS

00460	CERTIFICATION OF PROPOSER'S EXPERIENCE, QUALIFICATIONS, AND SAFETY COMPLIANCE
00470	IRAN CONTRACTING ACT CERTIFICATION
00480	NON-COLLUSION DECLARATION
00490	AFFIRMATIVE STEPS

In addition to the above forms, the Proposer shall submit the following:

TRANSMITTAL LETTER (2 page limit): Identify any information you believe should be highlighted from your proposal or include any key considerations such as successful similar work with other agencies, awards, information about proposed subcontractors, and other information for the selection committee to consider that are not covered in the proposal requirements or forms.

PROJECT MANAGER INFORMATION (2 page limit): List the individual(s) that will be responsible for managing/supervising the completion of the work. List the experience of the individual(s), and list similar projects that this individual has managed.

CONTRACTOR EXPERIENCE, QUALIFICATIONS, AND REFERENCES (4 page limit): The Proposer shall be responsible to provide the District with a detailed description of the last five (5) projects where the Proposer, as contractor, has provided similar on-call work including at least three (3) projects for public agencies over the past five (5) years, totaling at least \$2 million. The description should include the company/entity name, address, telephone number, contact person, number and size of tasks, and cost of the project. In addition, the Proposer shall employ or retain a design professional with the appropriate architectural/engineering/surveying license(s)/registration(s) from the State of California as required to perform the design services, for circumstances when the District requires the Proposer to provide final design services, constructability review, or value engineering.

2.0 PROPOSAL PRICES

One copy of the Section 00310, PRICING SCHEDULE, shall be submitted in a separate sealed envelope and will not be opened until the Proposal is ranked based on the other bulleted criteria assigned points in Paragraph 00100-8.0, SELECTION CRITERIA AND CONTRACT AWARD.

Proposal prices shall include everything necessary for the completion of work and fulfillment of the contract. Proposal prices shall include all federal, state and local taxes. Section 00310, PRICING SCHEDULE, shall be completed in its entirety. Section 00310, Pricing Schedule, includes assumed quantities of labor and equipment hours to calculate extended prices, and lump sum materials and sub-contractor costs to calculate mark-ups; these quantities are presented solely to compare costs among Proposers and to establish unit and lump sum prices for use in subsequent Task Orders, and do not reflect the level of effort anticipated under the Contract. The actual quantities of Work under the Contract shall be specified in Task Orders.

Section 00310, PRICING SCHEDULE, as submitted by the Successful Proposer, will be attached to the Technical Service Agreement as Attachment C.

Costs for developing, submitting, and presenting proposals are the sole responsibility of the Proposer and claims for reimbursement will not be accepted by the District.

The District will be using a quality based evaluation process for selection of a Proposer that represents the overall "best value." In doing so, selection will be based on a combination of experience, quality of work, Project Manager experience, availability of

resources, responsiveness, schedule control, safety program and record, and cost controls. The Pricing Schedule (Section 00310) will be used for relative comparison of costs between Proposers and weighted as described in Section 00100-8.0, **SELECTION CRITERIA AND CONTRACT AWARD**. The estimated total price for task order work to be provided under this contract during Fiscal Year 2019 is up to \$1,000,000 for each of the selected Proposers. Specific task orders will be negotiated for each project or assignment using hourly rates and percentages proposed in Section 00310. The District will request additional pricing information from both Proposers for task orders over \$250,000.

3.0 PROPOSER'S SIGNATURE AND AUTHORITY

If the proposal is made by an individual, Proposer's name, signature, and post office address must be shown; if made by a firm or partnership, the name and post office address of the firm or partnership, a list of the partners, and the signature of at least one of the general partners must be shown; if made by a corporation, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation, and the title of the person who signs on behalf of the corporation. If the proposal is made by a corporation, a certified copy of the bylaws or resolution of the Board of Directors of the corporation shall be furnished showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation. If the proposal is made by a joint venture, the proposal shall be signed by a representative of one of the joint venture firms. Additionally, the proposal shall include a copy of the resolution or agreement empowering the representative to execute the proposal and bind the joint venture.

4.0 PROPOSER'S EXPERIENCE AND QUALIFICATIONS; IRAN CONTRACTING ACT CERTIFICATION

All Proposers must complete and submit Section 00460 with their proposal in accordance with this RFP dated May 2018. Failure to provide this information with the proposal may render the proposal non-responsive and may be the basis of rejection of the proposal. The information furnished will be reviewed to determine if the Proposal is responsive, and/or if the Proposer is qualified and responsible to be awarded the Contract.

In addition, pursuant to Public Contract Code Section 2204, each Proposer must also submit with its proposal the IRAN CONTRACTING ACT CERTIFICATION, in the form included as Section 00470, and, except as specified in the next paragraph, the failure to submit the IRAN CONTRACTING ACT CERTIFICATION may render the proposal non-responsive. Public Contract Code section 2205 establishes penalties for 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.

In addition to other grounds for rejecting proposals, the District may reject each proposal not accompanied by the IRAN CONTRACTING ACT CERTIFICATION, in the form included as Section 00470, unless the District Board, in its sole discretion, (1) determines that it is in the best interest of the District to contract with the Proposer, and (2) makes a public finding that the District would be unable to obtain the goods or services for which the contract is offered if it did not exempt the Proposer from the obligation to submit the IRAN CONTRACTING ACT CERTIFICATION. The determination and finding described in the preceding sentence shall be based on substantial evidence, which may include but shall not be limited to evidence submitted by the Proposer seeking the determination and finding.

5.0 PROPOSAL IRREGULARITIES

Proposers are warned against making erasures or alterations of any kind, and proposals which contain omissions, erasures, or irregularities of any kind may be rejected. No oral, telegraphic, electronic (including E-Mail), facsimile, or telephonic modifications will be considered.

6.0 MODIFICATION OF PROPOSAL

Modification of a proposal already received will be considered only if the modification is received prior to the time established for receiving proposals. Modifications shall be made in writing, executed, and submitted in the same form and manner as the original proposal.

7.0 SUBCONTRACTORS

In accordance with the procedures described in California Public Contract Code Section 4100, et. Seq., each proposal shall list in Section 00430, **PROPOSED SUBCONTRACTORS**, the name, contractor's license, business address, California contractor license number, Public Works Contractor registration number, and portion of work to be performed of each subcontractor who will or is expected to perform work or labor or render service to the Proposer in or about the work, and of any subcontractor licensed by the State of California who, under subcontract to the Proposer, will specifically fabricate and install a portion of the work according to detailed drawings contained in the Contract Documents, in an amount in excess of one-half of one percent of the Proposer's Total Proposal Price for the anticipated Task Order projects.

A subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. Failure by a listed subcontractor to be registered to perform public work as required by subdivision (a) of Labor Code section 1725.5 shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

If the Contractor fails to designate in its proposal a subcontractor for any portion of the work as required above, the Proposer shall be deemed to have agreed to perform such portion of the work itself and shall not be permitted to subcontract said portion of the work without the written permission of the District in accordance with applicable law.

Section 00430, PROPOSED SUBCONTRACTORS, as submitted by the Successful Proposer, will be attached to the Technical Services Agreement in place of the blank Proposed Subcontractors form.

The successful Contractor will also fill out Section 00430, **PROPOSED SUBCONTRACTORS**, for each Task Order for which it intends to subcontract work in excess of one-half of one percent of the proposed price for the Task Order, and shall be deemed to have agreed to self-perform such portion of the work for which no subcontractor has been listed, and shall not be permitted to subcontract any said portion of the work for which no subcontractor has been listed without the written permission of the District in accordance with applicable law.

8.0 SELECTION CRITERIA AND CONTRACT AWARD

To be considered for this project, your Proposal, including the required forms and all other necessary supporting information, must be submitted to CCWD by mail, or delivered in

person or by courier, such that it is received at 1331 Concord Avenue, Concord, California, 94520 no later than **10:00 a.m. on Wednesday, June 13, 2018**, in accordance with the requirements of this section (including the requirement specified in Paragraphs 00100-1.0 and 00100-2.0 above that the Proposal be contained inside two sealed envelopes, one of which will contain only Section 00310, **PRICING SCHEDULE**). No oral, telegraphic, electronic (including e-mail), facsimile, or telephonic proposals will be considered. The District intends to enter into agreements with the two Proposers with the highest rated proposals. The District, however, reserves the right to reject any or all proposal, and to waive any informality in the proposal received.

Proposals will be evaluated on a scale of 100 points. Key evaluation criteria follow:

- Letter of Transmittal (5 points)
- Project Manager Information (5 points)
- Contractor Experience, Qualifications, and References (20 points)
- Safety Compliance: Cumulative *Serious, Unclassified, Other, or Repeat* OSHA violations will be evaluated using the following scale (5 points):

Number of Serious, Unclassified, other, or Repeat OSHA Violations	Points
0 Violations	5 Points
1 Violation	4 Points
2 Violations	3 Points
3 Violations	2 Points
4 Violations	1 Point
5 Violations	0 Points

- Total Recordable Incident Rate calculation; Paragraph 00100-12.0 below describes how each Proposer shall calculate its Total Recordable Incident Rate.) (5 points):

$$\frac{\text{Lowest Applicant Total Recordable Incident Rate}}{\text{Applicant Total Recordable Incident Rate}} \times 5 = \text{weighted score}$$

- Pricing Schedule per Section 00310 (60 points)

$$\frac{\text{Lowest Applicant Proposed Price}}{\text{Applicant Proposed Price}} \times 60 = \text{weighted score}$$

The District anticipates authorizing the Proposers to perform repair services for the District on an on-call basis through Fiscal Year ending 2019 (June 30, 2019), with the option to extend the contract for an additional one-year term. However, the Proposers should be aware that the District may terminate the agreement in accordance with Section 7 in Attachment A to the Technical Services Agreement prior to the end of the current Fiscal Year, or prior to the end of any Fiscal Years following the initial award. Reasons for agreement termination may include poor performance by the Proposer, failure of the Contractor to comply with contract conditions, or other reasons listed Section 7 in Attachment A to the Technical Services Agreement.

The estimated schedule to select Proposers for the work is as follows:

<u>Item</u>	<u>Due Date</u>
Last day for Proposers to submit questions	May 30, 2018
District to issue addendum (if needed)	June 6, 2018
Last day to submit Proposals to District	June 13, 2018
Select and notify successful Proposers	June 15, 2018
District Board approves agreements	July 11, 2018

The successful Proposers, if awarded the work, will each within ten (10) days after award: (1) enter into the Technical Services Agreement with the District, and (2) furnish specified insurance policies and bonds.

9.0 CONTRACTOR'S LICENSE AND PUBLIC WORKS REGISTRATION

Each Proposer shall be duly licensed, and be registered and qualified to perform public works, in accordance with the applicable statutory provisions of the State of California as specified in Section 00010, **NOTICE INVITING PROPOSALS**.

10.0 WORK PERCENTAGES

The Proposers shall perform with its own organization no less than the work percentage specified in Section 01010-8.0, **WORK PERCENTAGES**. This information will be considered as part of the key criteria during evaluation of the proposals.

11.0 COLLUSION

If the District has reason to believe that collusion exists among Proposers, the District will reject the proposals of the known participants in such collusion and may, at its option, require that all Proposers certify under penalty of perjury, that no collusion has occurred or exists. The District also, at its option, may reject all proposals received. In accordance with Public Contract Code Section 7106 the Proposer shall complete and file with its proposal the Non-Collusion Declaration comprising Section 00480. Public Contract Code Section 7106 requires that the declaration must be executed under penalty of perjury under the laws of the State of California.

12.0 SAFETY COMPLIANCE

The District requires that the Proposer conduct its operations in a manner to eliminate or reduce hazards and risks associated with the Contractor's activities, to prevent accidents and injuries, and to prevent property damages. Refer to the Technical Services Agreement for specific District safety requirements.

To qualify to propose, the following safety criteria must be met:

- The contractor's 3-year average Worker's Compensation Experience Modification Rate (EMR) must not be greater than 1.0 (100%).
- OSHA violations from the most recent three years will be reviewed. One or more *Willful* violations will result in a non-responsive proposal.

The following safety criteria will be used in the ranking of the proposals as described in Paragraph 00100-8.0:

- Firms shall use the OSHA citation database below to confirm the cumulative amount of *Willful, Serious, Unclassified, Other, or Repeat* OSHA violations collected during the most recent three years, and shall enter the *Willful, Serious, Unclassified, Other, and Repeat* OSHA violations for 2016, 2017, and 2018 in the table provided in part C of Section 00460.

<https://www.osha.gov/pls/imis/establishment.html>

- The Total Recordable Incident Rate (TRIR) for the most recent fiscal year will be evaluated. The TRIR is a metric used by OSHA to compare firms with one another in terms of past safety performance. The District will use the same methodology in evaluating all proposals. Using OSHA Form 300, the following equation shall be used to calculate the Total Recordable Incident Rate (TRIR):

$$TRIR = \frac{\text{Total Number of Illnesses and Injuries (OSHA Form 300)} \times 200,000}{\text{Number of Hours Worked by All Employees within Firm}}$$

The Proposer shall enter the Calculated Total Recordable Incident Rate, calculated in the manner according to the preceding paragraphs, in the space provided in part C of Section 00460.

If the Proposer does not submit the required safety qualification criteria in part C of Section 00460-C with the proposal, the proposal may be deemed non-responsive or the Proposer may be deemed a non-responsible Proposer and be disqualified.

13.0 INTERPRETATIONS

No oral representations or interpretations will be made to any Proposer as to the meaning of the Contract Documents. Requests for an interpretation shall be made in writing and mailed or delivered to the applicable address below at least ten (10) days before proposals are received as provided in Section 00010, **NOTICE INVITING PROPOSALS**.

Send to the following address:

Purchasing Officer
Contra Costa Water District
1331 Concord Avenue
Concord, CA 94520
Phone No. (925) 688-8011

14.0 WITHDRAWAL OF PROPOSAL

In accordance with the procedures described in Public Contract Code Section 5101 and 5103, within five working (5) days after the opening of proposals, a Proposer may be permitted to withdraw its proposal providing the Proposer can establish to the District's satisfaction that a mistake was made in preparing the proposal. A Proposer desiring to withdraw shall give written notice to the District, specifying, in detail, how the mistake occurred and how the mistake made the proposal materially different than it was intended to be. Withdrawal will not be permitted for mistakes resulting from errors in judgment or carelessness in inspecting the site of the work or in reading the Contract Documents.

15.0 AFFIRMATIVE STEPS

The Project is subject to Federal funding from FEMA pursuant to which the Contractor is required, at a minimum to take the following affirmative steps:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

The Contractor shall include with its Proposal, pursuant to 2 CCR § 200.321 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, suitable documentation of the affirmative steps taken regarding participation by small and minority businesses, women's business enterprises, and labor surplus area firms and set it forth in, or attach it to, the **AFFIRMATIVE STEPS DOCUMENTATION TO BE EXECUTED BY BIDDERS AND SUBMITTED WITH BID** comprising Section 00490.

Depending upon the scope and nature of Work under a particular Task Order, it may be necessary for the Contractor to take the affirmative steps and to provide the documentation described above for the Work under that Task Order.

16.0 PROPOSERS CHECKLIST

This checklist has been prepared and furnished to aid Proposers in including all necessary supporting information with their proposal. Submission of this information does not ensure the Proposer meets the minimum qualifications to warrant a more detailed evaluation of their proposal per Paragraph 00100-8.0, **Selection Criteria and Contract Award**. Proposer's submittals shall include, the following, in addition to any other materials which Proposer may wish to submit:

<u>Item</u>	<u>Checked</u>
1. Proposal Form (Section 00300)	_____
2. Pricing Schedule (Section 00310)	_____
3. Proposed Subcontractors (Section 00430)	_____
4. Certification of Proposer's Experience and Qualifications (Section 00460)	_____
5. Iran Contracting Act Certification (Section 00470)	_____
6. Non-Collusion Declaration (Section 00480)	_____

<u>Item</u>	<u>Checked</u>
7. Affirmative Steps Documentation (Section 00490)	_____
8. Transmittal Letter	_____
9. Project Manager Information	_____
10. References	_____

*****END OF SECTION*****

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SECTION 00300
PROPOSAL FORM

To the:

Date: _____

Contra Costa Water District
Attention: Purchasing Officer
1331 Concord Avenue
Concord, California 94520

Name of Proposer _____

Business Address _____

The undersigned as Proposer declares that it has a complete set of the Contract Documents and carefully examined the Request for Proposals and Contract Documents, therein referred to, and the Proposer proposes and agrees if this proposal is accepted, that it will execute the Technical Services Agreement and contract with the Contra Costa Water District to provide all labor, materials, necessary machinery, tools, apparatus, and services, and do all the work specified in the Contract Documents in the manner and time hereinafter set forth required for the completion of the work involved in the Contract Documents designated as:

CONSTRUCTION AND REPAIR SERVICES AT CCWD FACILITIES

ADDENDUM RECEIPT: The receipt of the following Addenda to the Contract Documents is acknowledged:

Addendum No. _____ Addendum No. _____

The Proposer proposes and agrees to contract with the Contra Costa Water District to perform the work, including subsidiary obligations as defined in these Contract Documents.

The undersigned has filled in all information required herein and understands that failure to do so is grounds for rejecting the proposal by the District.

The District reserves the right to change, delete or add new work to the Contract as per the terms of the Contract Documents.

The undersigned has checked carefully all the information provided in the proposal and understands that the District will not be responsible for any errors or omissions on the part of the undersigned in making up this proposal.

The undersigned understands that the District reserves the sole right to reject any or all proposals and to waive any informality in proposals received. Award will be made which, in the judgment of the District, is in the best interest of the District.

It is agreed that this proposal may not be withdrawn within a period of sixty (60) days after the date set for the opening thereof, except as allowed in Public Contract Code 5101 and 5103.

The undersigned agrees, if awarded the Contract, that all laborers, workers and mechanics employed in the execution of such Contract or any subcontract thereunder shall be paid by the undersigned and by all subcontractors under him not less than the general prevailing rate of per diem wages, and rates for overtime and legal holidays in the locality in which the work is to be

performed, as ascertained and determined, pursuant to California Labor Code Sections 1770, 1773, 1773.1, 1773.6, and 1773.7 as amended. The Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in Section 1773 for the locality in which the Work is to be performed. A copy of said wage rates is on file at the office of the **Construction Department, 2411 Bisso Lane, Concord**, and is available on-line at www.dir.ca.gov/DLSR/PWD. All installation of mechanical, pressure and/or process piping; waste and vent piping; potable and non-potable piping shall be paid at the prevailing wage for a Plumber and/or Pipefitter.

The representations made herein, including the proposer's licensing and public works contracting (PWC) registration information hereinafter furnished, are made under penalty of perjury. The undersigned understands that any proposal not containing said information, or containing any such information which is subsequently proven false, may be considered non-responsive, and be rejected by the Owner and/or be a basis for determining the proposer not responsible or eligible to perform the project.

Signed _____

Name _____

Contractor _____

By _____

Title _____

Contr. License No. _____

License Classification _____

Expiration Date _____

PWC Registration Number _____

Expiration Date _____

Dated _____

Address _____

Telephone _____

*****END OF SECTION*****

Name of Proposer _____

SECTION 00310

PRICING SCHEDULE

CONSTRUCTION AND REPAIR SERVICES AT CCWD FACILITIES

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Hourly Rate</u>	<u>Quantity</u>	<u>Extended Price</u>
1. CONSTRUCTION LABOR					
a.	Project Manager	Hour	\$ _____	40	\$ _____
b.	Superintendent	Hour	\$ _____	80	\$ _____
c.	Equipment Operator	Hour	\$ _____	40	\$ _____
d.	Laborer or Equivalent	Hour	\$ _____	40	\$ _____
					SUBTOTAL \$ _____
2. DESIGN LABOR					
a.	Principal/Project Manager	Hour	\$ _____	40	\$ _____
b.	Engineer	Hour	\$ _____	30	\$ _____
c.	Designer/Draftsperson	Hour	\$ _____	30	\$ _____
					SUBTOTAL \$ _____
3. EQUIPMENT					
a.	Service Vehicle (utility body pickup)	Week	\$ _____	2	\$ _____
b.	Backhoe (Case 580E or comparable)	Week	\$ _____	1	\$ _____
c.	Long Reach Excavator (~45,000 lb.; ~1.0 cu.yd. bucket)	Week	\$ _____	1	\$ _____
d.	5 yd Dump Truck	Week	\$ _____	1	\$ _____
					SUBTOTAL \$ _____
4. MOBILIZATION					
a.	Mobilization and Demobilization	L.S.	_____ % (Fill In)	of \$ _____ (6)	\$ _____
Categories Used as a Basis of Cost _____					
5. MATERIALS MARKUP					
a.	Materials Markup	L.S.	_____ % (Fill In)	of \$60,000	\$ _____
6. SUBCONTRACTOR MARKUP					
a.	Subcontractor Markup	L.S.	_____ % (Fill In)	of \$60,000	\$ _____

Name of Proposer _____

7. SUBCONSULTANT MARKUP

a. Subconsultant Markup L.S. _____ % of \$60,000 \$ _____
(Fill In)

8. BONDS, INSURANCE, OVERHEAD

a. Bonds, Insurance, and Overhead L.S. _____ % of \$ _____ \$ _____
(Fill In) (6)

Categories Used as a Basis of Cost _____

9. PROFIT

a. Profit L.S. _____ % of \$ _____ \$ _____
(Fill In) (6)

Categories Used as a Basis of Cost _____

TOTAL PROPOSAL PRICE (Items 1 thru 9) \$ _____

Notes:

1. Hourly rates must include all wages and fringe benefits. The District has determined that all installation of mechanical, pressure and/or process piping; waste and vent piping; potable and non-potable piping shall be paid at the prevailing wage for a Plumber and/or Pipefitter.
2. Hourly rate for Service Vehicle includes use of any and all tools and equipment not separately listed.
3. If the District requests, or work is required, outside normal working hours (as specified in Section 01010-8.0, **WORKING HOURS**, above hourly labor rates (only) shall be increased by standard overtime rates only if the crew has already worked a full day on the assigned District task order.
4. Only one mobilization and demobilization charge shall be included per project. The charge shall be determined using the percentage set forth on Item 4 above.
5. For District furnished materials, when applicable, the District will provide a list of materials to the Contractor to be supplied from District inventory for each project and have those materials for pick-up by the Contractor at the District Corporation Yard, located at 2333 Bisso Lane, in Concord.
6. Contractor shall indicate the basis of cost for Item 4 – Mobilization; Item 8 – Bonds, Insurance, and Overhead; and Item 9 – Profit as a percentage of one or more Subtotals. Indicate which subtotal categories are used. *For example: Profit → 10% of \$10,000. Extended Price = \$1,000. Categories: Equipment (\$5000) + Construction Labor (\$5000).*

Price and percentages for each of the above Items must be filled in and completed.

*****END OF SECTION*****

SECTION 00430

PROPOSED SUBCONTRACTORS

Pursuant to California Public Contracting Code, Section 4100 et seq., the following list gives the name, business address, California contractor's license number, Public Work Contractor registration number, and portion of work (description of work to be done) for each subcontractor that will be used in the Work if the proposer is awarded the Contract. The Proposer shall list only one subcontractor for each portion of the work (as defined by the Proposer for the purpose of listing subcontractors). (Additional supporting data may be attached to this page. Each page shall be sequentially numbered, and headed "Proposed Subcontractors" and shall be signed.) Failure to comply with these requirements will render the proposal non-responsive and may be grounds for rejection of the proposal.

Name	Business Address	Contractor's License	<u>Public Works Contractor Reg. No.</u>	Description of Work	% of Work

Name of Company Submitting Proposal

Signature for Company Submitting Proposal

Name and Title of Signatory

1Status

**M=Minority Owned Business Enterprise
W=Women Owned Business Enterprise**

*****END OF SECTION*****

Name of Proposer _____

SECTION 00460

**CERTIFICATION OF PROPOSER'S
EXPERIENCE AND QUALIFICATIONS**

(To Accompany Proposal)

The undersigned Proposer certifies that it is, at the time of proposing, and shall be, throughout the period of the contract, licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California, to do the type of work contemplated in the Contract Documents. Proposer further certifies that it is skilled and regularly engaged in the general class and type of work called for in the Contract Documents. In accordance with Public Contract Code Section 20103.5, any Proposer not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractor's State License Board.

The Proposer represents that it is competent, knowledgeable, and has special skills concerning the nature, extent, and inherent conditions concerning the work to be performed. Proposer further acknowledges that there are certain inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Proposer expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

A. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

If the answer to any of questions 1 through 3 is "no", or if the answer to any of questions 4 through 7 is "yes", the Proposer will be deemed ineligible or not responsible for purposes of the Contract.

1. Proposer possesses a valid and current California Contractor's license and is currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 as required for the project for which it intends to submit a proposal?
 Yes No
2. Proposer will comply with and provide all insurance as defined in the Technical Services Agreement?
 Yes No
3. Proposer has current Workers' Compensation insurance coverage as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq?
 Yes No
4. Has your contractor's license been revoked at any time in the last five (5) years?
 Yes No
5. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was terminated for default by the project owner within the last five (5) years?
 Yes No
6. At the time of submitting this qualification form, is your firm ineligible to propose on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?
 Yes No

Name of Proposer _____

7. At any time during the last five (5) years, has your firm or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the proposing or performance of a government contract?
- Yes No

B. COMPANY EXPERIENCE

The contractor shall be responsible to provide the District with a detailed description of the last five (5) projects where the Contractor has provided similar on-call work including at least three (3) projects for public agencies for the past five (5) years totaling at least \$2 million. The description should include the company name, address, telephone number, contact person, number and size of tasks, and cost of the project.

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

Proposer also certifies that Proposer self-performed at least eighty (80%) of the Work on each of the projects listed below. The District considers this level of past self-performance demonstrates a benefit to a Project in terms of better control of cost, schedule and safety. If the Proposer is a Joint Venture of two or more companies, each participant in the Joint Venture shall meet this prior project experience requirement and provide project information for each Joint Venture participant in the format below.

1. Project Name: _____
- Owner: _____
- Total Value of Construction Completed: _____
- Contract Duration: _____ Calendar Days
- Owner's Representative: _____
- Owner's Telephone No.: _____
- Date of Completion: _____
- Type of Work Performed: _____

2. Project Name: _____
- Owner: _____
- Total Value of Construction Completed: _____
- Contract Duration: _____ Calendar Days
- Owner's Representative: _____

Name of Proposer _____

Owner's Telephone No.: _____

Date of Completion: _____

Type of Work Performed: _____

3. Project Name: _____

Owner: _____

Total Value of Construction Completed: _____

Contract Duration: _____ Calendar Days

Owner's Representative: _____

Owner's Telephone No.: _____

Date of Completion: _____

Type of Work Performed: _____

4. Project Name: _____

Owner: _____

Total Value of Construction Completed: _____

Contract Duration: _____ Calendar Days

Owner's Representative: _____

Owner's Telephone No.: _____

Date of Completion: _____

Type of Work Performed: _____

5. Project Name: _____

Owner: _____

Total Value of Construction Completed: _____

Contract Duration: _____ Calendar Days

Owner's Representative: _____

Owner's Telephone No.: _____

Name of Proposer _____

Date of Completion: _____

Type of Work Performed: _____

C. SAFETY QUALIFICATION CRITERIA

The following information will be used to determine if you meet the minimum safety requirements for this project. To qualify to propose and be awarded the project, the Contractor's three year average Workers' Compensation Experience Modification Rate (EMR) must not be greater than 1.0 (100%). The Proposer shall list its EMR for the last three complete years (available from your insurance carrier).

<u>Year</u>	<u>EMR</u>
_____	_____
_____	_____
_____	_____

Three Year Average = _____

To verify the above information, the District will contact the Proposer's Workers' Compensation Insurance carrier. The Proposer shall authorize its carrier to release this information. Failure to release this information will result in the proposal being deemed non-responsive and result in automatic disqualification of the proposal.

Worker's Compensation Insurance Company: _____

Contact Person for Insurance Company: _____

Telephone Number: _____

Total Recordable Incident Rate

The following information will be used to determine the responsiveness of this proposal. Using *OSHA Form 300* from the most recent fiscal year, determine the Total Recordable Incident Rate using the equation below:

$$TRIR = \frac{\text{Total Number of Illnesses and Injuries (OSHA Form 300)} \times 200,000}{\text{Number of Hours Worked by All Employees within Firm}}$$

Calculated Total Recordable Incident Rate = _____

Name of Proposer _____

OSHA Violation Summary

The following information will be used to determine the responsiveness of this proposal. Using the following website, determine the total OSHA violations in each category for the past three years.

<https://www.osha.gov/pls/imis/establishment.html>

	Violation Summary				
	Willful	Serious	Unclassified	Other	Repeat
2018					
2017					
2016					
Total					

By signing below, the undersigned hereby certifies under penalty of perjury under the laws of the State of California that all representations set forth above regarding the Proposer's Essential Requirements for Qualification, Company Experience, and Safety Qualification Information, are true and correct.

Signed this _____ day of _____, 20 ____.

Name of Proposer

Contractor's License No.

Expiration Date

Signature of Proposer

Title of Signatory

Name of Proposer _____

The undersigned hereby states that all representations regarding the Proposer's Company Experience and Safety Qualification Information are correct and true.

Signed this _____ day of _____, 20____

Proposer's Name

Authorized Signature

Date

Title of Signatory

*****END OF SECTION*****

SECTION 00470

IRAN CONTRACTING ACT CERTIFICATION

As specified in Paragraph 00100-4.0, **PROPOSER'S EXPERIENCE AND QUALIFICATIONS; IRAN CONTRACTING ACT CERTIFICATION**, pursuant to Public Contract Code section 2204, each Proposer must also submit with its proposal this **IRAN CONTRACTING ACT CERTIFICATION**, and the failure to submit the **IRAN CONTRACTING ACT CERTIFICATION** may render the proposal non-responsive except as otherwise specified in Paragraph 00100-4.0, **PROPOSER'S EXPERIENCE AND QUALIFICATIONS; IRAN CONTRACTING ACT CERTIFICATION**.

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

- _____ The company submitting the accompanying proposal 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 proposal 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.

Name of Company Submitting Proposal

Signature for Company Submitting Proposal

Name and Title of Signatory

Date

*****END OF SECTION*****

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SECTION 00480

**NON-COLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND
SUBMITTED WITH PROPOSAL**

The undersigned declares:

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

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

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

Name of Company Submitting Proposal

Signature

Name and Title of Signatory

Date

*****END OF SECTION*****

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SECTION 00490

AFFIRMATIVE STEPS DOCUMENTATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

This is a federal aid contract. Pursuant to 2 CCR § 200.321, the contractor is required to document how it has undertaken each of the following Affirmative steps regarding participation by small and minority businesses, and women's business enterprises.

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section

List the items of work for which you requested sub-bids or materials to be supplied by DBEs.

Work Area or Materials	Prime Bidder Performs (Yes/No)	Estimated Amount (\$)	Estimated Percent of Contract

Provide a list of publications that an advertisement was placed and for each publication listed, submit a copy of the advertisement showing the name of the publication, the date of the publication, and/or proof of publication statement of other documentation that confirms the date and contents of the advertisement.

Provide documentation of solicitations to qualified small and minority businesses and women's business enterprises

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

Name of Company Submitting Bid

Signature

Name and Title of Signatory

Date

SECTION 00491

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

Contractors of any tier who apply or bid for an award of \$100,000 or more shall file the required certification using this form. Each tier shall so certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the District.

CERTIFICATION

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

*****END OF SECTION*****

SECTION 00700

GENERAL CONDITIONS

4.5 Subcontractors

Subcontractors do not have a direct relationship with the District. The persons engaged in the Work, including employees of subcontractors and suppliers, will be considered employees of the Contractor. The Contractor will be responsible for their work and their work shall be subject to the provisions of the Contract. The Contractor is as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the District. References in the Contract Document to actions required of subcontractors, manufacturers, suppliers, or any party other than the Contractor, the District, the Construction Administrator, or the Designer, shall be interpreted as requiring that the Contractor shall require such subcontractor, manufacturer, supplier, utility company, or party to perform the specified action, unless the Contract Documents specifically state that the Work is not included in the Contract. The District will not resolve any disputes arising between the Contractor and its subcontractors.

The Contractor shall not employ any subcontractors that are not properly licensed in accordance with State law or registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Prior to commencement of any work by a subcontractor, the Contractor shall submit verification to the Construction Administrator that the subcontractor is properly licensed for the work it will perform and that it is registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Changes to subcontractors listed in the Bid, in accordance with Public Contract Code 4100 et. seq., shall be made only with the approval of the District. Failure by a listed or proposed subcontractor to be registered to perform public work as required by subdivision (a) of Labor Code section 1725.5 shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

Subcontractors who apply or bid for an award of \$100,000 or more shall file the required Byrd Anti-Lobbying Amendment Certification in the form set forth herein as Section 00491. Each tier shall so certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the District.

4.11.3 **Contract Work Hours and Safety Standards Act**

(1) **Overtime Requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. The Contractor shall forfeit, as a penalty to the District, the

penalty as provided in Section 1813 of the Labor Code for each worker employed in the execution of the Contract by the Contractor, or any subcontractor under the Contractor, for each day during which such worker is required or permitted to work more than eight (8) hours in any one (1) day and forty (40) hours in any one (1) week, in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815 thereof, inclusive, except that work performed by employees of Contractors in excess of eight (8) hours a day and forty (40) hours during one (1) week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day, at not less than one and one-half (1.5) times the basic rate of pay as provided for in Section 1815 of the Labor Code.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this Paragraph 00700-4.11.3, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this Paragraph 00700-4.11.3, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this Paragraph 00700-4.11.3.

(3) **Withholding for unpaid wages and liquidated damages.** The Contra Costa Water District shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this Paragraph 00700-4.11.3.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this Paragraph 00700-4.11.3.

4.11.6 **Equal Employment Opportunity** – During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of

this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4.11.7 **Clean Air Act and the Federal Water Pollution Control Act.**

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

4.11.8 **Suspension and Debarment**

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

4.11.9. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal

appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the District. This disclosure shall be accomplished using the form of **BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION** comprising Section 00491.

- 4.12.1 **Responsibility** - The Contractor shall be solely and completely responsible for conducting all field operations under this Contract, at all times, in such a manner as to avoid the risk of bodily harm to persons and to property, and for conditions of the jobsite(s), including safety of all persons and property during performance of the Work. The Contractor's attention is directed to the provisions of Section 00830, **PROJECT SAFETY REQUIREMENTS**. The Contractor shall continually and diligently inspect all work, materials and equipment to discover conditions which might involve such risks, and shall be solely responsible for discovery and correction of such conditions. These requirements shall apply twenty-four (24) hours per day continuously during the term of this contract and shall not be limited to normal working hours. The District shall not be responsible in any way for the methods selected by the Contractor in discharging its exclusive responsibility for safety of its work hereunder.

Cal/OSHA, EPA and other regulatory citation(s) and/or fine(s) given to the Contractor or any of its subcontractors are the sole responsibility of the Contractor. Neither District nor any of its elected officials, officers, agents, employees and representatives shall be responsible in any manner for any fine(s) and/or citation(s) imposed or issued as the result of Contractor activities, actions, or omissions. Any citation(s) and/or fine(s) imposed on or issued to District under the multi-employer doctrine will be the sole responsibility of the Contractor unless neither the Contractor nor any of its subcontractors created the hazard and/or was/were cited and/or fined in connection therewith by Cal/OSHA or other agency. The District may withhold a sufficient amount or amounts of any payment or payments otherwise due the Contractor, as in its judgment may be necessary to cover any and all costs District incurs (e.g., fines, attorney's fees, investigative expenses, etc.) that are associated with or relate to such citation(s) and/or fine(s).

- 4.12.2 **Public Safety** – To protect the public's safety as well as the safety of their employees, the District's employees, and all persons at or on the jobsite(s), the Contractor and its subcontractors shall take all measures required to comply with all applicable Federal, State, County, and local laws, ordinances, codes, and regulations, including but not limited to, U. S. Department of Labor (OSHA), and the California Occupational Safety and Health Act, and the requirements set forth below, or detailed in other parts of these Contract Documents. Where any of these are in conflict, the most stringent requirement shall be followed.
- 4.12.3 **Suspension of Work and other Operations** – The Construction Administrator may immediately suspend the Contractor's work if he determines that a potential life threatening or serious safety hazard exists that requires immediate corrective action(s). The suspension shall remain in effect until the condition or situation creating the hazard has been corrected.
- 4.12.4 **Costs Resulting from Suspension of Work** – The Contractor shall bear all costs, direct and indirect, incurred by it, and by its subcontractors and material suppliers, resulting from or attributable to the suspension of Work. In addition, should such

suspension of the Work require District personnel, or Inspectors or Construction Administrators retained by the District, to conduct activities outside normal working hours, the Contractor shall pay for such costs, including overtime, in accordance with the formula set forth in Section 01020-3.0, **WORKING HOURS**.

- 4.12.5 **Liquidated Damages Resulting from Safety Violations Where Work Cannot be Suspended** – In situations where the District’s operational requirements preclude a suspension of Work, it is understood and agreed that damage will be sustained by the District in that District staff will need to be reassigned and/or their respective duties changed to address the safety violations and their potential impact on the District’s operations, including but not limited to overtime premiums and inefficiencies. It is further understood and agreed that it is impracticable to determine the actual damages to the District resulting from continuing safety violations, but that a reasonable estimate of those costs, including but not limited to the costs to the District of reassigning and/or changing duties of District staff, is \$1,000 per day or portion thereof during which any safety violation is not corrected; it is, therefore, agreed that the Contractor shall pay liquidated damages to the District in the amount of \$1,000 per day or portion thereof during which any safety violation is not corrected, as determined by the Director of Engineering. The Contractor agrees to pay such liquidated damages and in case the same are not paid, agrees that the District may deduct the amount thereof from any moneys due, or that may become due, from the Contractor under the Contract.

5.6 **Procurement of Recovered Materials.**

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

6.2 **Time of Completion**

Time shall be of the essence of the 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 Paragraph 00810-2.0, **TIME ALLOWED FOR COMPLETION**, and so that each District facility specified shall be restored to full service within the time fixed for that facility therein. It is expressly understood and agreed by and between the Contractor and the District that the Contract time for completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions, and other factors prevailing in the locality, and the nature of the Work.

6.5 **Liquidated Damages**

It is agreed by the parties to the Contract that time is of the essence in the completion of this Work, and that in case all the Work called for under the Contract, or any portion thereof specified in Paragraph 00810-2.0, **TIME ALLOWED FOR COMPLETION** is not completed before or upon the expiration of the time limits as set forth therein, as modified by extensions of time granted by the District, damage will be sustained by the

District. As it is impracticable to determine the actual delay damage; it is, therefore, agreed that the Contractor shall pay liquidated damages to the District in the amount set forth in Paragraph 00810-3.0, **DAMAGES FOR DELAYS**, for delay beyond the time prescribed to complete the Work or any portion thereof specified in Paragraph 00810-2.0, **TIME ALLOWED FOR COMPLETION**. The Contractor agrees to pay such liquidated damages and in case the same are not paid, agrees that the District may deduct the amount thereof from any moneys due, or that may become due, the Contractor under the Contract.

6.7 **Termination of Contract**

Notice of Default – In the event the District determines, in its sole discretion, that the Contractor has failed or refused to perform any of the obligations set forth in the Contract Documents, or is in breach of any provision of the Contract Documents, the District may give written notice of default to the Contractor in the manner specified for the giving of notices.

Opportunity to Cure Default - Except for emergencies, the Contractor shall cure any default in performance of its obligations under the Contract Documents within two (2) days (or such shorter time as the District may reasonably require) after receipt of written notice. However, if the breach cannot be reasonably cured within such time, the Contractor will commence to cure the breach within two (2) Days (or such shorter time as the District may reasonably require) and will diligently and continuously persecute such cure to completion within a reasonable time, which shall in no event be later than ten (10) days after receipt of such written notice.

Delays by Sureties - Without limiting any of District's other rights or remedies, District has the right to suspend the performance of the Work by Contractor's sureties in the event of any of the following:

1. The sureties' failure to begin Work within a reasonable time in such manner as to insure full compliance with the Contract Documents within the Contract Time;
2. The sureties' abandonment of the Work;
3. If at any time District is of the opinion the sureties' Work is unnecessary or unreasonably delaying the Work;
4. The sureties' violation of any terms of the Construction Contract Documents;
5. The sureties' failure to perform according to the Contract Documents; or
6. The sureties' failure to follow District's instructions for completion of the Work within the Contract Time.

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 provide means for a satisfactory compliance with the Contract, as directed by the Construction Administrator, within the time specified in such notice, the District 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 District may designate. Upon such termination, the Contractor's control shall terminate and thereupon the District 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 District 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 District may deem proper; or the District may annul and cancel the Contract and re-let 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 moneys due the Contractor or retained under the terms of this Contract shall be held by the District; 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 District arising from the termination of the operations of the Contract and the completion of the Work by the District, as above provided, shall be paid for by any available funds held by the District. The Contractor will be so credited with any surplus remaining after all just claims for such completion have been paid.

SECTION 00810

SUPPLEMENTARY CONDITIONS

2.0 **TIME ALLOWED FOR COMPLETION**

2.1 **Time Allowed for Interim Completion**

2.1.1 **Interim Milestones**

For each portion of the Work specified in each task order, Substantial Completion shall mean that each such portion of the Work is sufficiently complete, as determined by the Construction Administrator and the District, that the District can fully occupy or utilize that portion of the Work for each of the intended uses. Contractor shall achieve Substantial Completion of each such portion of the Work within the corresponding period as determined by the Construction Administrator and the District as specified in each Request for Quotations for each proposed task.

2.1.2 **NOT USED**

2.2 **Time Allowed for Substantial Completion**

Unless otherwise stated in this paragraph, Substantial Completion shall mean that the entirety of the Work is complete, as determined by the District, with only the following exceptions unless the District's Director of Engineering or his or her delegate allows other exceptions: removal of storage containers and trailers, removal of construction signage, removal of construction fencing, removal of construction safety items, construction of access road, and final clean up. A deficiency list will be issued by the Construction Administrator at least twenty-one (21) days prior to the then-applicable Substantial Completion date. Substantial completion shall be determined by the Construction Administrator and the District for each assigned task order.

2.3 **Time Allowed for Final Completion**

Final Completion shall occur within **sixty days** after Substantial Completion.

If at any time prior thereto the **Construction Administrator** determines, in accordance with Paragraph 00810.-2.0, **TIME ALLOWED FOR COMPLETION**, or Paragraph 00810-2.2, **Time Allowed for Substantial Completion**, either that it is not reasonably possible for the Contractor to achieve timely Substantial Completion, or that it is not reasonably possible to achieve timely Final Completion, the **Construction Administrator**, at his or her discretion, may deem the Contractor to be in material breach of the Contract in accordance with Paragraph 00700-6.7, **Termination of Contract**.

3.0 **DAMAGES FOR DELAYS**

3.1 **Damages for Delay in Interim Completion**

3.1.1 **Damages for Delays in Completing Interim Milestones**

Interim milestones may be identified in each Request for Quotations for each proposed task. In accordance with the provisions of Paragraph 00700-6.5, **Liquidated Damages**, for the period of time that each portion of the Work specified in Paragraph 00810-2.1.1, **Interim Milestones**, remains unfinished after the time fixed in said paragraph for Substantial Completion thereof, as modified by extensions of time granted by the District, it is understood and agreed by the Contractor and the District that the Contractor shall pay the District **one thousand dollars (\$1,000)** per day liquidated damages.

3.2 **Damages for Delay in Substantial Completion**

In accordance with the provisions of Paragraph 00700-6.5, **Liquidated Damages**, for the period of time that any portion of the Work remains unfinished after the time fixed for Substantial Completion in Paragraph 00810-2.2, **Time Allowed for Substantial Completion**, as modified by extensions of time granted by the District, it is understood and agreed by the Contractor and the District that the Contractor shall pay the District **one thousand** dollar(s) (**\$1,000**) per day liquidated damages.

3.3 **Damages for Delay in Final Completion**

In accordance with the provisions of Paragraph 00700-6.5, **Liquidated Damages**, for the period of time which the Final Completion of the project remains unfinished after the time fixed for Final Completion in Paragraph 00810-2.3, **Time Allowed for Final Completion**, it is understood and agreed by the Contractor and the District that the Contractor shall pay the District **five hundred fifty** dollar(s) (**\$550**) per day liquidated damages.

4.3 **Access to Records**

The following access to records requirements apply to this contract:

(1) The contractor agrees to provide the Contra Costa Water District, the California Governor's Office of Emergency Services, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

4.4 **U.S. Department of Homeland Security Seal, Logo, and Flags.**

The contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

4.5 **Compliance with Federal Law, Regulations, and Executive Orders.**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

4.6 **No Obligation by Federal Government.**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

4.7 **Program Fraud and False or Fraudulent Statements or Related Acts.**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

4.8

Computer Aided Design Requirements.

All projects at the Contra Costa Water District shall be designed and drafted to meet the District's then-current CAD Drafting Standards and Procedures. The CCWD Drawing Production Manual gives instruction on borders, scales, symbols and general drafting standards that are required. In addition, it specifies that each element on the drawing needs to be identified with the proper line color, line thickness and layer, with no exception. Proper fonts and size should be used as well. This requirement is needed to meet the plotting requirements and configurations. The following is the link to the District CADD Standards in the CCWD website: <http://ccwater.com/documentcenter/view/282>.

At the beginning of the project, a sample file shall be submitted for a CAD Quality Check before proceeding with the preparation of the drawings. At the time of completion, an electronic file shall be submitted for each of the drawings in addition to hard copies.

If the drawings are prepared manually or with other than AutoCAD 2010, arrangements shall be made with and approved by the CCWD Engineering Support Supervisor prior to initiating any drafting.

*****END OF SECTION*****

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SECTION 00830

PROJECT SAFETY REQUIREMENTS

1.0 GENERAL SAFETY REQUIREMENTS

The Contractor's attention is directed to the provisions specified in Paragraph 00700-4.12, **SAFETY**, including Paragraph 00700-4.12.3, **Suspension of Work and other Operations**, Paragraph 00700-4.12.4, **Costs Resulting from Suspension of Work**, and Paragraph 4.12.5, **Liquidated Damages Resulting from Safety Violations Where Work Cannot be Suspended**; the provisions of this Section 00830, **PROJECT SAFETY REQUIREMENTS**; and the provisions of **CCWD Contractor Safe Practices Handbook**. Where any of the provisions outlined or referenced in these Contract Documents (including the Contractor's Site Safety and Health Plan) are in conflict, the most stringent requirement shall be followed. The Contractor shall designate in writing to the Construction Administrator the "competent person" with the authority and responsibilities designed in the Construction Safety Orders.

In the event of a potential life threatening or serious safety hazard that requires immediate corrective action(s), the District may require the Contractor to stop all work activities until the condition or situation is corrected. The Contractor shall bear all costs, direct and indirect, associated with the suspension of Work.

In situations where the District's operational requirements preclude a suspension of Work, the District may, at its sole discretion, require the Contractor pay Liquidated Damages of \$1,000 per day or portion thereof per safety violation, as well as immediately addressing the hazards, as specified in Section 00700 Paragraph 4.12.5, **Liquidated Damages Resulting from Safety Violations Where Work Cannot be Suspended**. The applicability of Liquidated Damages shall be determined by the Director of Engineering.

2.0 PUBLIC SAFETY AND CONVENIENCE

2.1 **General Public Safety** – The Contractor's attention is directed to the provisions of Paragraphs 00700-4.12.1, **Responsibility**, and 00700-4.12.2, **Public Safety**, and particular care shall be taken and procedures established such that hazardous or unsafe conditions are not created. If such conditions cannot reasonably be avoided, Contractor shall furnish warning devices and/or physical barriers.

Pursuant to 00830-14.0, **Fire Protection**, the Contractor shall perform all work in a fire-safe manner and shall provide fire-fighting equipment as required by the conditions at the job assignment locations. Only approved containers and portable tanks shall be used for storage and handling of flammable and combustible liquids. Procedures must be established so employees and the local fire department can be alerted in an emergency.

The Contractor shall provide and maintain such water facilities as are necessary to furnish sufficient water for fire protection during construction. Water lines for fire protection as well as alarms shall be maintained active and accessible at all times.

The District must be notified immediately in case of traffic incident, fire or other emergency arises on or around the project site, including without limitation those procedures specified in Paragraphs 00830-3.0, **Site Safety and Health Plan**, 00830-16.0, **Injury, Illness, or Serious Damages**, and 00830-4.0, **Claims**.

2.2 **Traffic and Street Closures** – The Contractor shall take all necessary steps to minimize inconvenience to the general public throughout all work under this Contract..

The Contractor shall notify the Construction Administrator, the applicable fire department or fire district, and the applicable police or sheriff's department before closing any street or portion thereof. No closing shall be made without the District's approval. The Contractor shall notify said departments or districts when the streets are again passable for emergency vehicles, and shall conduct operations with the least interference to fire equipment access, and at no time prevent such access.

The Contractor shall conduct its 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. Traffic control devices required only during working hours operations shall be removed at the end of each working day. Signs having messages that are irrelevant to normal traffic conditions shall be removed or properly covered at the end of each work period. Signs shall be kept clean at all times and legends shall be distinctive and unmarred.

When working in areas near any type of public access, the Contractor shall, at a minimum, meet the requirements of the current CalTrans California Manual on Uniform Traffic Control Devices for accommodation of pedestrians, bicyclists, and vehicular traffic such that public safety is ensured.

Access to all businesses shall be maintained at all times. No driveways or private roads shall be blocked without notifying the property owner, and access shall be restored during all non-working hours.

Sidewalks shall remain open and free from construction debris throughout the duration of construction.

The Contractor shall have under construction no greater length or amount of work than it can prosecute properly with due regard to the rights of the public.

2.3 **Minimizing Inconvenience** - The Contractor shall take all reasonable means to minimize inconvenience and injury to the public.

Sweeping and cleaning of street and sidewalk surfaces within and beyond the limits of the project to clean up materials shall be considered as incidental to the work being performed under the contract and there will be no additional compensation.

Water or dust palliative shall be applied if ordered by the District for the alleviation or prevention of dust nuisance caused by the Contractor's operations. The Contractor shall limit application of water to avoid muddy conditions.

3.0 **CONTRACTOR SAFETY SUPERVISOR RESPONSIBILITIES**

The Contractor is solely responsible for the safety and health of their employees, Subcontractors, suppliers, vendors, and visitors in accordance with Federal, State, regional, and local regulations, and the District Contract Documents.

At a minimum, the Contractor Safety Supervisor (CSS) shall meet all of the requirements of a Competent Person as defined in Section 1504 of Title 8, California Code of Regulations. Before proceeding with any Work, Contractor shall submit to the District the name, and shall certify the qualifications, of its proposed CSS.

The CSS will ensure compliance with all provisions of the Contract Documents, and shall be physically present on the construction site whenever work is being performed.

The CSS shall be authorized to stop work in the event that a safety hazard exists. The CSS must be able to receive instructions and to communicate in written and spoken English.

The duties and responsibilities of the CSS shall include:

- A. Make safety inspections at the job site and adjacent public areas and take necessary and timely corrective action(s) as needed to eliminate unsafe practices or conditions. Record observations as required.
- B. Conduct accident investigation and prepare reports to ensure timely submission to the Construction Administrator; take corrective actions to prevent re-occurrences;
- C. Conduct or provide materials to others to conduct weekly toolbox safety meetings to ensure adequate training, subject matter, and conduct of the safety meeting;
- D. Ensure workers have and use, all appropriate safety and personal protective equipment properly, and that it is maintained in good working order;
- E. Maintain documentation to demonstrate that appropriate inspections of fall protection, breathing apparatus and other personal protective equipment (PPE) are performed;
- F. Prepare or maintain required safety documentation and reporting for Contractor, and Sub-Contractors;
- G. Maintain and update Contractor's Safety Program (including without limitation the Site Safety and Health Plan) as required, and submit all required postings and documentation for specific hazard areas such as confined space procedures, lockout/tagout procedures, environmental testing and other safety specific activities to District;
- H. Prepare and submit task specific Job Hazard Analysis (JHA) when required by District;
- I. Attend Progress Meetings and report on site safety activities;
- J. Ensure all construction equipment and motor vehicles certification, inspection, repair and controls are in compliance with the safety requirements of the project, OSHA, manufacturer or other agency;
- K. Confirm that the appropriate number and types of sanitary facilities are available to employees and that they are cleaned regularly and provided with hand washing facilities;
- L. Ensure that all perimeter cables, barricades, or any other safety-related items are installed correctly and maintained. If another Contractor must remove a safety item, the CSS shall coordinate this activity with the Contractor who installed the device and other Contractors who may be exposed. Safety devices shall be replaced by the Contractor removing them. Warning signs, tags, or barricades shall be in place at such time as safety devices are removed, and shall remain in place continuously until safety devices are re-installed correctly.

- M. Ensure all Contractor and Sub-Contractor employees wear Coast Guard-approved personal flotation devices where there is a hazard of drowning including when working inside the canal fence, near or over areas where water depths may exceed 4 feet, or in areas where indicated by posted signs. A fall prevention equipment system may be used in lieu of donning personal flotation devices. Personal flotation devices are not required when working behind a proper guardrail or equivalent barrier at least 42 inches high.
- N. Ensure all Contractor and Sub-Contractor employees follow safety requirements and procedures at District water treatment plants and other District facilities with special hazards, such as chemical hazards.
- O. The **CCWD Contractor Safe Practices Handbook** in **Appendix A** supplements requirements of Sections 00700-4.12, **Safety**, and this Section 00830, as appropriate, and shall be used by the Contractor as the minimum requirement of the Contractor safety program. The signature page of the **CCWD Contractor Safe Practices Handbook** shall be signed by both the Contractor's Representative and Contractor Safety Supervisor (field supervisor) and submit the signed original to the Construction Administrator. If requested, the Construction Administrator will provide the electronic file of the **CCWD Contractor Safe Practices Handbook** to the Contractor. The Contractor shall provide copies of the **CCWD Contractor Safe Practices Handbook** to all subcontractors.
- P. Contractor shall attend a computer-based safety training program that covers the District safety requirements and procedures. At a minimum, this training shall be attended by the Contractor Safety Supervisor (field supervisor) at one of the training facilities of Occupational Safety Councils of America (OSCA). Cost of the training shall be borne by the Contractor. Training session should be anticipated to be two (2) hours duration for standard task orders; four (4) hours duration for work at Water Treatment Plants. Training will be valid for one (1) calendar year from the date of initial training. Contractor may need to attend more than one training session if the training expires prior to project closeout.

4.0 **CLAIMS**

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

5.0 **SITE SAFETY AND HEALTH PLAN**

Prior to commencement of the Work, the Contractor shall develop and implement a Site Safety and Health Plan (SSHP) which is in compliance with all applicable Federal, State, regional, local labor, and occupational safety and health laws and regulations. Contractor's SSHP and included health and safety procedures and policies, shall be submitted to the Construction Administrator within ten (10) days after the date of Notice to Proceed and in no event later than commencement of the Work, whichever occurs first.

As a minimum, this SSHP shall satisfy the requirements of Section 1509 and Section 3203 of Title 8, California Code of Regulations, of the General Industry Safety Orders of Cal/OSHA. The SSHP shall include, but not limited to:

- A. A Written Injury and Illness Prevention Program in accordance with Section 1509 and Section 3203 of Title 8, California Code of Regulations, including;

1. The name and qualifications of designated on-site safety person;
 2. Description of procedures to identify and evaluate work place hazards including scheduled periodic inspections to identify unsafe conditions;
 3. A system that ensures employee compliance (i.e., disciplinary program);
 4. A procedure to investigate occupational injuries and illnesses;
- B. An Emergency Action Plan as required by Section 3220 of Title 8, California Code of Regulations;
 - C. A Fire Prevention Plan as required by the GISO Subchapter 4, Section 3221 of Title 8, California Code of Regulations;
 - D. A Hazard Communication Plan in accordance with Section 5194 of Title 8, California Code of Regulations;
 - E. An Excavation Safety Plan in accordance with Construction Safety Orders (CSO) Subchapter 4, Section 1539 through 1547 of Title 8, California Code of Regulations;
 - F. Confined Space Operating Procedures in accordance with GISO Subchapter 7, Section 5156 through 5158 of Title 8, California Code of Regulations;
 - G. Fall Protection Procedures in accordance with CSO Subchapter 4, Section 1669 through 1671.2 of Title 8, California Code of Regulations;
 - H. Respiratory Protection Procedures in accordance with GISO Subchapter 7, Section 5144 of Title 8, California Code of Regulations;
 - I. Diving Safety Procedures or Plan in accordance with GISO Subchapter 7, Section 6054 of Title 8, California Code of Regulations;
 - J. Identify the person responsible for safety;
 - K. A Site-specific Code of Safe Practices.

The District will review submittals under this Section for general conformance to the requirements of the Contract Documents and to the specified laws and regulations. The District's receipt, review, or acceptance of such plans, procedures, and controls will not in any way relieve Contractor of its responsibility for complying with all applicable laws and regulations, or relieve the Contractor of responsibility for the safety of all persons and property on the jobsite or that may be affected by work under this contract.

A fully legible copy of the Site Safety and Health Plan must be present at the jobsite at all times.

6.0 **DISTRICT CONSTRUCTION ADMINISTRATOR AND/OR INSPECTOR RESPONSIBILITIES**

- A. Maintain documentation to comply with Cal/OSHA and other applicable regulations;
- B. Work with the insurance carriers regarding claims, site visits and audits;

- C. Represent the District in incident investigations and recommend measures to prevent reoccurrences;
- D. Monitor and/or attend required safety meetings and specific training sessions;
- E. Interface with District personnel, Cal/OSHA, EPA, and other agencies as needed;
- F. Monitor the safety practices of the Contractor and its subcontractors on a daily basis;
- G. Review the Contractor's submittals for compliance with Cal/OSHA and District Contract Documents;
- H. Report unsafe working conditions, when observed, to the Contractor's safety representative, designated representative or to the Contractor's manager or superintendent for corrective action;
- I. Notify the Contractor, in writing, of persistent non-compliance;
- J. Request work stoppage in the event of a potential life threatening or serious safety hazard that requires immediate corrective action(s), until the condition or situation is corrected;
- K. Maintain a file of all safety inspections and written notices given to the Contractors;
- L. Receive copies of the Contractor's initial incident reports;

Any other site-specific or District-specific safety and health requirements.

7.0 **SAFETY EQUIPMENT**

The Contractor, as a part of its safety program, shall furnish and maintain at its office or other well-known place at the jobsite(s), all safety equipment, test equipment, and safety apparel applicable to the Work as prescribed by the aforementioned authorities, and shall enforce the use of such equipment by its employees and the employees of any of its subcontractors for all work conducted at the jobsite(s). The Contractor shall also furnish all items necessary for giving first aid and other medical treatment to its employees and subcontractors' personnel of any tier for work conducted at the jobsite(s), and shall establish the procedure for the immediate removal to a hospital or a doctor's care of persons who may be injured on the jobsite(s).

The Contractor shall ensure that appropriate safety equipment and personal protective equipment is used in accordance with Section 1514 of Title 8, California Code of Regulations, and other applicable Cal/OSHA regulations.

The Contractor shall determine what safety equipment is appropriate and necessary for the work to be performed. As a minimum, every worker and visitor to the project site shall wear hard hats, safety glasses and protective footwear at all times.

At a minimum, the following Cal/OSHA requirements apply:

- A. Head Protection (8 Cal. Code Regs. § 3381);
- B. Eye and Face Protection (8 Cal. Code Regs. § 3382);

- C. Foot Protection (8 Cal. Code Regs. § 3385);
- D. Protection from Electric Shock (8 Cal. Code Regs. § 1518);
- E. Sanitation Requirements (8 Cal. Code Regs. § 1519);
- F. Hand Protection (8 Cal. Code Regs. § 1520);
- G. Ear Protection (8 Cal. Code Regs. § 1521); and
- H. Body Protection (8 Cal. Code Regs. § 1522); and
- I. Personal Floatation Devices (8 Cal. Code Regs. § 1602(a)(1)).

When working at District facilities, Contractor shall wear warning garments such as vests, jackets, or shirts manufactured in accordance with the requirements of the American National Standards Institute (ANSI)/International Safety Equipment Association (ISEA) 107-2004, High Visibility Safety Apparel and Headwear.

(During hours of darkness, warning garments shall be retroreflective and shall be manufactured in accordance with the requirements of the American National Standards Institute (ANSI)/International Safety Equipment Association (ISEA) 107-2004, High Visibility Safety Apparel and Headwear. The retroreflective material shall be visible at a minimum of 1,000 feet. White outer garments with retroreflective material that meets the above requirements may be worn during hours of darkness but not during fog conditions, in lieu of colored vests, jackets and/or shirts as required in accordance with Section 1598 of Title 8, California Code of Regulations, and other applicable Cal/OSHA regulations.

8.0 **SAFETY TRAINING AND INSTRUCTION**

The Contractor shall comply with all safety orientation and training requirements. The Contractor shall ensure that all employees and Subcontractor's employees are given a Safety and Health orientation when they are first assigned to the project. This orientation shall include general safety and health procedures and policies as well as the project specific rules, regulations and specific hazards. Documentation of this orientation shall be maintained on file for review.

Contractor shall advise all persons employed on the project that disregard for these rules, or any other applicable safety and health regulations shall make all such persons subject to immediate removal from the project.

The Contractor shall ensure that workers do not use tools, or operate equipment unless they are specifically trained or certified in its applicability and operation. Specific safety training documentation will be available on the project site for review by District if requested.

The Contractor will provide ongoing safety training days for their workers at least every five (5) working days. This training shall be applicable to the work being performed and include a review of hazards on the site. District representatives may attend any of the "tool box" or ongoing training sessions. Documentation of this training will be maintained at the jobsite and be available for review.

9.0 **CONFINED SPACES**

A. **Contractor Responsibilities and Qualifications**

When working in a confined space, the Contractor shall comply with all confined space requirements Article 108 (8 Cal. Code Regs. §§ 5156-5159) of General Industry Safety Orders of the Division of Occupational Safety and Health, California Department of Industrial Relations (Cal-OSHA).

Prior to any confined space entry, the Contractor shall submit to the District for review:

1. The Contractor's procedures for confined space operations.
2. Copies of all documents and certificates that qualify the Contractor to safely perform work in permit-required confined spaces. The Contractor shall also submit all applicable Material Safety Data Sheets (MSDS) and hazard information on chemicals, products, materials, or procedures.
3. Sufficient documentation and evidence that a permit-required confined space entry can be made in accordance with Article 108, Confined Spaces (8 Cal. Code Regs. §§ 5156-5159) of the General Industry Safety Orders of Cal/OSHA. Documentation shall include, but not be limited to the following:

- Equipment availability, suitability, and integrity
- Personnel training
- Experience
- Supervision
- Safety
- Accident experience
- Permit-required confined space policy
- Hot work procedures (if applicable)
- Lock-out/tag-out procedures (if applicable)
- Rescue plan and/or procedures

4. Contractor's submittal shall be made a minimum of thirty (30) days prior to any confined space entry. The Contractor will not be allowed to make a permit-required confined space entry until the District has reviewed the Contractor's qualifications and proposed methods. The Contractor shall conform to the procedures established by the Contractor's submittal during all confined space operations. Contractor shall provide all monitoring and safety equipment necessary to perform pre-entry checks of confined spaces. The Contractor shall also provide all monitoring, safety, and communications equipment required for confined space operations.

B. District Responsibilities concerning Permit-Required Confined Spaces

The Contractor shall be provided with information regarding known hazards and known or potential permit-required confined spaces.

After the District has reviewed the Contractor's submittal to perform confined space entry work, the Contractor will be provided with the following:

Notification of the location, physical characteristics, known hazards, etc. regarding the permit-required confined space the Contractor anticipates entering. Information regarding safety items (e.g. nearby emergency equipment), precautions, procedures, safeguards, etc. installed or implemented and that may be available to the Contractor's employees in or near the permit-required confined space.

A debriefing session will be held with the Contractor at the conclusion of the entry operation to ascertain if any hazards were encountered, or were created, and whether any hazards remain.

The District's failure to identify a permit-required confined space as such does not in any way relieve the Contractor of the responsibility for full compliance with the requirements of Article 108, Confined Spaces (8 Cal. Code Regs. Sections 5156-5159) of the General Industry Safety Orders of Cal/OSHA and this Section.

C. Existing Sewers and Storm Drains

Because of the potential danger of solvents, gasoline, and other hazardous material in existing sewers and storm drainpipes, these areas shall be treated as permit-required confined spaces unless it has been proven, through appropriate testing, that no hazards exist or are expected to develop.

D. Joint District – Contractor Entries

Unless otherwise directed in writing by the District, when District employees work alongside the Contractor in a permit-required confined space, the permit procedures for both the District and the Contractor shall be used. The Entry Supervisor shall coordinate the requirements of both permit procedures prior to entry.

10.0

EXCAVATION SAFETY

Section 6705 of the Labor Code requires that the excavation of any trench 5 feet or more in depth shall not begin until the Contractor has received written notification of the Construction Administrator's acceptance of the Contractor's detailed plan for worker protection from hazards of caving ground during the excavation of such trench.

- A. Such plan shall show the details of the design of shoring, bracing, sloping or other revisions to be made for worker protection during such excavation.
- B. No such plan shall allow the use of shoring, sloping or protective system less effective than that required by the Construction Safety Order, Title 8, California Code of Regulations, and if such a plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared and signed by an engineer who is registered as a Civil or Structural Engineer in the State of California. Cal/OSHA Permit: Title 8, Code of California Regulations section 341 requires excavators to obtain a permit prior to digging trenches or excavations which are 5 feet or deeper and into which a person is required to descend.

All excavations 5 ft. in depth or greater not in stable rock shall have a protective system to prevent earth movement.

For excavations greater than 20 ft. in depth, the detailed plan for worker protection and control of ground movement shall be prepared, and signed and dated, by a California registered Civil or Structural Engineer. The registered engineer shall:

- A. Have at least five years' responsible experience in work of this nature.

- B. Inspect the installation of the system prior to entry of any persons into the excavation and certify in writing to the District that the system is installed as designed.
- C. Perform any necessary additional work that may be required because of unanticipated movements, deflection, or settlements of the protective system or the ground.

No changes or deviations from the protective system designed by a registered engineer shall be made without prior approval of the designing engineer.

11.0 **FALL PROTECTION**

Section 1670 of the Construction Safety Orders, Title 8, California Code of Regulations, requires protective measures to be implemented whenever a worker is exposed to falls greater than 7½ feet.

On site activities shall conform to the requirements set forth in Sections 1669 through 1671.2, Title 8, California code of Regulations.

A walkway or bridge, with standard guardrails, shall be provided where employees are required to cross excavations and trenches 6 feet or greater in depth per Section 1541 of the Construction Safety Orders, Title 8, California Code of Regulations.

12.0 **ELECTRICAL**

- A. For work in which the Contractor must install temporary electrical circuits:
 - 1. An electrical safety assessment (that includes an arc flash analysis) shall be performed and provided.
 - 2. The assessment shall be based on the NFPA 70 E and NFPA 820 Standard, latest edition.
 - 3. Appropriate hazard labeling shall be provided.
- B. For work in which the Contractor installs electrical conduits required by the specifications:
 - 1. An electrical shock and an arc flash analysis shall be performed in accordance to the NFPA 70E and NFPA 820 Standard, latest edition, on installed equipment.
 - 2. Appropriate labels shall be made and installed on equipment rated in excess of 480V (for example MCC, switchboard, panelboards, industrial control panels, etc.).
 - 3. Prior to labeling, the label shall be reviewed by the Construction Administrator for acceptance.

13.0 **LOCK-OUT TAG-OUT**

LOTO (Lock-out Tag-out): Section 3314 of Title 8, California Code of Regulations requires control of hazardous energy sources where any employees may be exposed to potential harm.

- A. The Contractor shall meet with the District to share and reach agreement for implementation with LOTO plans and planning for any District equipment, process, or machinery that shall be locked-out.
- B. Share and implement the following components of the LOTO plan:
 - 1. LOTO locations,
 - 2. Lock-out and tag-out methods and equipment,
 - 3. De-energization verification
 - 4. Log of locked and tagged locations,
 - 5. Stated emergency types and breach policy,
 - 6. Return-to-service practice and removal of lock and tags

14.0 **FIRE PROTECTION**

The Contractor shall perform all work in a fire-safe manner. They shall supply and maintain on the site adequate fire-fighting equipment capable of extinguishing incipient fires. The Contractor shall comply with all applicable Federal, local, and State fire-prevention regulations. Where such regulations do not apply, applicable parts of the National Fire Prevention Standards for Safeguarding Building Construction Operations (NFPA No. 241) shall be followed. Where both such regulations and applicable parts of the National Fire Prevention Standards for Safeguarding Building Construction Operations (NFPA No. 241) apply, the more stringent shall be followed. Without any limitation on the foregoing, the following are examples of minimal fire prevention activities likely to apply to the Work.

- A. If hot work is involved, the permit requirements of Paragraph 00830-14.1, **HOT WORK PERMIT**, may apply;
- B. Cutting, welding, or other source of ignition shall **NOT** be applied to any enclosed tank or vessel, even if there are some openings, until it has first been determined that no possibility of explosion exists;
- C. "NO SMOKING" signs must be clearly posted in areas where flammable or combustible liquids are used or stored;
- D. Contractor employees who may be called upon to use fire extinguishers shall be thoroughly trained in their use.

14.1 **Hot Work Permit**

A Hot Work Permit is required in or within 35 feet of a District treatment plant, office building or pump station/plant for any operation involving open flames or excess heat or sparks, including electric or gas welding, cutting, brazing, grinding, soldering and thawing pipe, torch-applied roofing or similar flame or spark producing operations. Examples of a Hot Work Permit and the Precautions Checklist can be obtained from the Construction Administrator. Under the Hot Work Permit, the Contractor shall read, understand and follow the conditions listed on the Hot Work Permit. These conditions include:

- A. Review the Hot Work Permit including the "Precautions Checklist".
- B. Advise the District of any special precautions or conditions pertaining to hot work.

- C. Survey the work area to confirm safe work conditions. Know the location of the nearest telephone, fire alarm, emergency communication system, fire extinguisher, safety shower, first aid kit, etc., before starting work, and know how to use them.
- D. Sign the "Hot Work in Progress" form certifying that the hot work area is safe to do the work. An example of the form can be obtained from the Construction Administrator.
- E. Confine all sparks and slag as close to the work area as possible.
- F. Be constantly aware of conditions in the immediate work area, and be ready to stop work if conditions change. Do not resume work without approval of the Construction Administrator.
- G. When any alarm or emergency Announcement is made, stop all work, disconnect all electrical equipment, and secure all gas cylinders. Do not resume any work until notified by the Construction Administrator.
- H. Hot Work shall be completed one hour before the end of normal working hours in 01020-3.0, **WORKING HOURS**, except as specified elsewhere or allowed by the Construction Administrator.
- I. Upon completion of the Hot Work or the end of the shift, whichever comes first, sign the original permit and return it to the Construction Inspector. Clean up and secure the work area after completion of Hot Work. If the job is incomplete and the Contractor temporarily leaves the work area, the Contractor must notify the Construction Administrator.
- J. Be available for immediate return to site during the first four hours after work is complete. The Contractor will provide a one-hour fire watch upon completion of the Hot Work and also monitor 3 hours after the work is completed including a final sign off on the "Hot Work in Progress" form.

Hot work shall NOT be performed:

- A. On in-service piping or equipment, especially ozone systems.
- B. In areas where flammable vapors may be present, precautions must be taken to prevent ignition by eliminating or controlling sources of ignition. Examples of sources of ignition are motors, switches, tools, (electric or manual) which may give off sparks, generators of static electricity, lighting fixtures, vehicle starting or running, etc.

15.0 **CRANE RIGGING AND LIFTING PLAN**

All lifting equipment and operations must be conducted in accordance with applicable ANSI standards and OSHA requirements. The Contractor shall provide a written lift plan at least 5 working days prior to the lift. The lift plan shall include the following items as applicable:

- A. Descriptive Drawing – Include sketch w/measurements of pre-and post-lift locations any clearances, crane capacities at working radius, impact on utilities include protective measures where required.

- B. Crane Operators Requirements: A valid certificate for the operator to operate the specific type of equipment to be used.
- C. Crane Inspection Documentation: Include copies of the crane load charts (as planned set up), plus documentation of the latest crane inspections (annual & monthly) along with rigging plan.
- D. Crane Blocking / Cribbing: Minimum requirements hardwood (oak, etc.) of at least 4-inch thickness, must completely support the float.
- E. Total Weight of Lift: (includes load weight, and all rigging equipment, & load block).
- F. Description of material to be lifted with dimensions.
- G. Center of Gravity: Tag lines and locations of attendants.
- H. Pre-lift Meeting - Documented, attendees, and content.
- I. Designated Signal Person
- J. Designated Competent Person
- K. Communication and Signals: Hand signals, two-way radio, emergency signal, and voice commands.
- L. Describe Method of Accomplishment: provide a written description of the operation.

16.0 **INJURIES, ILLNESS OR SERIOUS DAMAGES**

If death or serious injuries or illness, or serious damages occur, the accident or illness shall be reported immediately by telephone or messenger to both the Construction Administrator and the District. In addition, the Contractor must promptly report in writing to the Construction Administrator, all accidents whatsoever arising out of, or in connection with, the performance of the Work whether on, or adjacent to, the Site, giving full details and statements of witnesses. The Contractor shall make all reports as are, or may be, required by any authority having jurisdiction, and permit all safety inspections of the Work being performed under this Contract.

17.0 **SUBSTANCE ABUSE**

The Contractor shall support a drug-and-alcohol free workplace. The unlawful use, possession, or distribution of a controlled substance within the jobsite(s) is prohibited, and will not be tolerated. Employees are prohibited from being under the influence of alcohol within the jobsite(s). The Contractor shall be responsible for initiating, maintaining, and supervising safety and anti-substance abuse precautions and programs in connection with the Work.

17.1 **Other Prohibited Items**

In addition to alcohol and controlled substances, the following are prohibited on all District property:

- A. Firearms, weapons, ammunition – except where authorized for security reasons;
- B. Switch blades, dirks or daggers;
- C. Unauthorized explosives including fireworks;
- D. Stolen property or contraband.

*****END OF SECTION*****

SECTION 01010

SUMMARY OF WORK

1.0 WORK COVERED BY CONTRACT DOCUMENTS

The Work covered by this contract will be for miscellaneous construction and repairs at certain of the District's facilities located throughout Central and East Contra Costa County, including water treatment plants, pump stations, reservoirs, canals, river intakes, dams, recreational facilities, below ground pipes in public streets, open space, and administration buildings.

Typical work will be similar in nature to, but may not be limited to, those activities listed below.

- Canal road safety improvements
- Canal slope stability improvements
- Trash rack and ladder replacements at Canal Pumping Plants
- Anode bed replacements for below-ground water pipelines
- Canal fencing repairs
- Canal lining repairs
- Installation of power operated gate opening/closing devices
- Excavating and repairing water pipeline leaks
- Mechanical equipment at pump stations and reservoirs
- Process equipment installation at water treatment plants
- Electrical and Instrumentation improvements
- Millwright and pipefitting services
- Surveying
- Constructability Review
- Design-Build services
- Cost Estimating

The Contractor shall employ or retain a design professional with the appropriate architectural/engineering/surveying license(s) from the State of California as required to perform final design services and/or to assist with constructability review and value engineering when needed and when specified in a Task Order.

2.0 WORK SEQUENCE AND CONSTRAINTS

2.1 Contract Terms and Duration

The contract will be in the form of a Technical Services Agreement, which shall incorporate each of these Terms and Conditions.

The term of the contract will be from the date of its execution until June 30, 2019. The District reserves the right, and Contractor accepts the contract subject to such reservation, to extend the contract annually for additional one-year extensions, subject to the following terms:

A. Extension Notice.

If the District elects to extend the term of the contract, the District shall give the Contractor written notice of its intent to extend no later than sixty (60) days prior to

expiration of the then current term of the contract, whereupon the Contractor may either accept the extension or reject the extension, by providing written notice thereof to the District within fifteen (15) days following the District's notice of intent to extend.

B. District's Right to Terminate the Contract.

The District has the right to terminate this contract in accordance with the provisions of Section 4, Termination, in Attachment A to the Technical Services Agreement, or in accordance with the provisions of Section 7, Termination, in Attachment A to the Technical Services Agreement.

2.2 **Responsibility**

A. District Responsibilities

The District's personnel will identify and assess specific construction or repair projects and request the Contractor to enter into negotiation to define the scope of work and price (using proposal prices in Section 00310) for each Task Order project. The District will notify Contractor of the general locations requiring construction or repair, and a general description of the field conditions at these locations, and the materials to be provided by the District. The District's Project Manager or his designated representative, will direct only the general process to be followed but shall not direct the means or methods to be used by the Contractor except as may be otherwise specified in a Task Order. The District will provide Contractor with record drawings, sketches, written descriptions or detailed drawings of the work to be performed, depending on the task order and work required. It is understood by both the District and the Contractor that substantial amounts of the contemplated work may be done with only minimal drawings depicting the work and that said work may be performed based on field fitting to conform to the project intent.

The District and Contractor shall reach agreement on the scope of work, price, and schedule for each Task Order project. The District will prepare written verification and issue a Notice to Proceed after receiving the bonds and insurance specified in the Technical Services Agreement from the Contractor.

B. Contractor's Responsibilities

Contractor will be required to perform miscellaneous construction and repairs at the District's facilities on an on-call basis for Task Orders negotiated with the District. Contractor is responsible for all means and methods used to complete repairs in a safe manner. Contractor shall also be responsible for providing the following components for each project at levels adequate to complete construction or repairs in a timely manner as outlined below:

- Final Design Services (if and as needed)
- Qualified Labor
- Tools
- Equipment, including all necessary Safety Equipment
- Materials and Supplies (not supplied by District)
- Transportation
- Services (including fuel, power, water, and communications)
- Sheeting and shoring as required for site conditions

Contractor is responsible for damage to existing facilities resulting from performing the work and for clean-up of the affected area. The Contractor shall bear all the costs of such damage and clean-up and shall not pass these charges on to the District.

The Contractor is responsible for meeting all Contract conditions and complying with District Standard Procedures, Specifications, and Drawings, as applicable. If the District's Inspectors determine that any construction or repair work is substandard, the Contractor shall be advised thereof orally and in writing, and the Contractor shall redo all such work at its sole expense. The District's Inspectors will determine a time by when the re-work is to be completed and shall re-inspect the construction or repair to determine if it has been performed satisfactorily.

The Contractor shall provide a Payment Bond, Faithful Performance Bond, and maintain insurance requirements as specified in the Technical Services Agreement.

The Contractor shall be solely and completely responsible for conducting all field operations under this Contract, at all times, in such a manner as to avoid the risk of bodily harm to persons and to property, and for conditions of the jobsite(s), including safety of all persons and property during performance of the Work. The Contractor's attention is directed to the provisions of Section 00830, PROJECT SAFETY REQUIREMENTS. The Contractor shall continually and diligently inspect all work, materials and equipment to discover conditions which might involve such risks, and shall be solely responsible for discovery and correction of such conditions. These requirements shall apply twenty-four (24) hours per day continuously during the term of this contract and shall not be limited to normal working hours. The District shall not be responsible in any way for the methods selected by the Contractor in discharging its exclusive responsibility for safety of its work hereunder.

2.3 **Work Standards**

Piping and other facilities are to be restored to original functioning as approved by the District's Project Manager or his designated representative. The Contractor shall comply with the District's Standard Procedures Specifications and Drawings in effect at the time of construction or repair as applicable. The Contractor shall also comply with all Federal, State, and Local safety rules and regulations.

2.4 **Materials and Supplies**

The District may provide the Contractor with a list of District supplied materials. The Contractor is responsible for obtaining all additional materials and supplies in a manner consistent with the timely completion of the required repair. There will be no mark-up or other cost charged to the District for materials and supplies obtained and used from the District's inventory.

2.5 **Response Schedule**

The Contractor will make every effort to begin and prosecute work timely and in accordance with the Task Order issued and a schedule approved by the District. The District will work with the Contractor in regards to other commitments the Contractor may have. However, the District reserves the right to require a more rapid response should it deem it to be necessary, or to seek outside assistance from other Contractors if suitable scheduling cannot be agreed upon, as determined by the District in its sole discretion.

2.6 **Physical Location of Underground Utilities**

Refer to the Technical Services Agreement for provisions governing underground work.

2.7 **Protection of Existing Facilities**

2.7.1 **General**

The Contractor shall protect all existing utilities and improvements not designated for removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary relocation. Restoration shall be to the reasonable satisfaction of the District or to the affected utility or franchisee.

The Contractor shall verify the exact locations and depths of all utilities or improvements shown on the drawings or the presence of which can be inferred from the presence of other visible facilities and the Contractor shall make exploratory excavations of all utilities or improvements that may interfere with the Work. The number of exploratory excavations required shall be that number which is sufficient to determine the alignment and grade of the utility or improvement. The Contractor shall notify and obtain concurrence with District staff of that number of exploratory excavations. For more specific information about procedures for excavations, the Contractor is directed to Paragraph 24, **Underground Work**, in Attachment A to the Technical Services Agreement, to Government Code sections 4216 through 4216.9, and to Labor Code section 6705.

It shall be the Contractor's responsibility to see that all utilities or other improvements are adequately protected from damage due to such operations. The Contractor shall exercise care in all excavations to avoid damage to existing underground facilities. This shall include hand digging in those areas where underground facilities are known to exist until they have been sufficiently located to avoid damage to the facilities. No additional compensation shall be provided to the Contractor for compliance with the provisions of this section or for the damage and repair of facilities due to the lack of such care.

3.0 **COST OF WORK**

The Contractor shall perform all work for the amount specified in each Task Order issued in writing by the District.

4.0 **SUBSTANTIAL COMPLETION**

When the Contractor considers that the Work is substantially complete, the Contractor shall notify the Construction Administrator, in writing. Upon receipt of the notification, the Construction Administrator and the District will make inspection to determine if the Work is sufficiently complete in accordance with the Contract Documents, so the District can occupy or utilize the Work for its intended use. If items are found which prevent such use or occupancy, the Construction Administrator shall notify the Contractor, in writing, of such items.

Upon the completion of such corrective work, the Contractor shall so notify the Construction Administrator, in writing. The Contractor shall complete all work specified for Substantial Completion within the time specified in Task Order and Request for Quotation documents. The failure to obtain Substantial Completion within this time period will result in the assessment of liquidated damages in the amount specified in the Task Order and Request for Quotation documents. The Construction Administrator shall inspect the Work to

determine its acceptability for Substantial Completion. Upon verification that the project is substantially complete, the Construction Administrator shall prepare a punch list and notify the Contractor, in writing, that the project is substantially complete. The notification shall establish the date of Substantial Completion and the responsibilities of the District and Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance. The punch list shall list all remaining work which does not meet the terms of the Contract. The Contractor shall finish all items on the punch list within thirty (30) days of Substantial Completion.

5.0 FINAL INSPECTION AND PAYMENT

Upon completion of the Work and upon receipt of all closeout items specified in Paragraph 01700-1.0, **CLOSEOUT SUBMITTALS**, the Contractor shall so notify the Construction Administrator, in writing. Within ten (10) days of receipt and delivery of the notification, the Construction Administrator will make the final inspection to determine the actual status of the Work in accordance with the terms of the Contract. If materials, equipment, or workmanship are found which do not meet the terms of the Contract, the Construction Administrator shall prepare a punch list of such items and submit it to the Contractor. Following completion of the corrective work by the Contractor, the Contractor shall notify the District that it believes that the Work, has been completed in accordance with the Contract. Final determination of the acceptability of the Work shall be made by the District.

After receipt of the last progress payment, but prior to acceptance of the Work by the District, the Contractor shall send a letter to the Construction Administrator. 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 District, the Construction Administrator, the Designer, and their duly authorized agents, from all claim of and/or liability to the Contract arising by virtue of the Contract related to those amounts. Disputed Contract claims in stated amounts previously filed may be specifically excluded by the Contractor from the operation of the release.

Following receipt of all required submittals and the Construction Administrator's written statement that construction is complete and recommendation that the District accept the project, the District will take formal action on acceptance.

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

Sixty (60) days after the date of completion stated in the Notice of Completion, the District will pay the Contractor, in lawful money, such sums of money as may be due the Contractor, including all sums retained, subject to amounts withheld under Paragraph 22, **Retention**, in Attachment A to the Technical Services Agreement, and an amount not to exceed 125 percent (125%) of other disputed amounts (as permitted under Public Contract Code section 7107 and Civil Code sections 9358 and 9360), but excluding such sums as have previously been paid the Contractor. This payment will constitute the final payment to the Contractor under this Contract.

6.0 WATER QUALITY PROTECTION AND STORMWATER QUALITY

The Contractor shall take all necessary steps to protect any storm drain system from discharges of construction-related wastewater, including: saw cutting slurry, concrete washout, sediment-contaminated runoff, sewage overflows, or highly-chlorinated discharges from water line testing. This will require the use of Best Management Practices (BMPs) such as providing sediment barriers or other controls on downstream storm drain inlets, collecting and removing saw cutting slurry, providing an area for concrete washout, and directing highly-chlorinated discharges to the sanitary sewer or by dechlorinating this

water.

If pollutants or sediments from any job site enter rivers, creeks, storm drain systems or drainage swales, the Contractor shall immediately notify the District and all applicable regulatory agencies. The pollutants and sediments shall be mitigated immediately by the Contractor in accordance with all applicable laws and regulations. The Contractor is responsible for damage resulting from performing repair and clean-up of the affected area. Additional procedures required in response to spills or other releases to the environment of any regulated chemical are described in Paragraph 20, **Safety**, of the Technical Services Agreement.

7.0 WORK UNDER OTHER CONTRACTS

The Contractor may be called to perform work in an area where other Contractors are working. Access and work schedule shall be coordinated with District staff. When two (2) or more contracts are being executed at one time, on the same or adjacent land in such manner that work on one contract may interfere with that on another, the District shall determine the sequence and order of the Work. When the territory of one contract is the necessary or convenient means of access for the execution of another contract, such privilege of access or any other reasonable privilege may be granted by the District to the Contractor so desiring, to the extent, amount, in the manner, and at the times permitted.

8.0 WORK PERCENTAGES

The Contractor is expected to perform at least eighty (80%) percent of the Contract Price. This portion of work shall encompass the performance of work by the Contractor's forces and equipment and the procurement of materials and equipment by the Contractor. The District reserves the right to cancel the contract pursuant to paragraph 01010-2.1, **Contract Terms and Duration**, based on the repeated failure of the Contractor to perform eighty (80%) percent or more of the Contract Price.

9.0 ACCESS FOR OPERATING PERSONNEL

The Contractor's attention is drawn to the fact that during the course of work pursuant to this Contract, existing facilities owned by the District or by other public utilities and franchisees will be in use and will be maintained by the personnel of the respective facility owners. The Contractor shall coordinate its work in such a way as to interfere as little as possible with routine work being performed by or for owners of existing facilities. The Contractor's obligation under this Section extends to and includes its direct performance of work pursuant to this Contract, for which the Contractor's coordination with owners of existing facilities regarding access for operating personnel has been reviewed and approved by the District. The Contractor shall provide safe access at all times to all existing facilities owned by the District or by other public utilities and franchisees for personnel and equipment as needed for the operation and/or maintenance thereof.

- 9.1 **Temporary Fences**: Except as otherwise provided, the Contractor shall enclose the site of the Work with a temporary fence adequate to protect the Work and temporary facilities, including field offices, against acts of theft, violence, or vandalism.

In the event all or a part of the site is to be permanently fenced, this permanent fence or a portion thereof may be built to serve for protection of the Work site, provided however, that any portions damaged or defaced shall be replaced prior to final acceptance.

Temporary openings in existing fences shall be protected to prevent intrusion by unauthorized persons. During night hours, weekends, holidays, and other times when no work is performed at the site, the Contractor shall provide temporary closures or guard

service to protect such openings. Temporary openings shall be fenced when no longer necessary.

- 9.2 **Contractor Access to Project Sites:** The Contractor shall secure the access gate at the site with a padlock at all times except when immediate access is necessary. When repeated deliveries preclude the gate from being secured, the Contractor shall be present at the access gate to continually monitor all traffic and personnel through the access gate. The padlock shall be secured in such a fashion to allow other authorized user's locks to be unlocked and the access gate opened (i.e. daisy chain locks on gates). The Contractor may be required to obtain District Construction padlocks from the Construction Administrator for all fences and gates used. The Contractor shall remove and return all padlocks provided by the District upon completion of the Work.

10.0 WORKING HOURS

Normal working hours are defined as 8:00 a.m. to 5:00 p.m. on weekdays, subject to stipulation of permits, unless otherwise approved by the District. Any work outside of normal working hours requires District inspection, unless otherwise approved in writing by the District.

The Contractor shall be responsible for any inspection and additional administration costs incurred by the District for work by the Contractor outside the hours defined above on weekdays, or any work on weekends or holidays recognized by the District. Such costs shall be paid through a deductive change order. Costs for inspection will be calculated by applying a multiplier of 3.0 to the labor rates for Construction Inspector, Step 5, found at the following URL: <http://ccwater.com/employment/salaryranges.htm>. Any work in Section 01010, **SUMMARY OF WORK**, specifically required to be performed outside the normal working hours is excluded from the provisions of this paragraph.

Holidays recognized by the District are as follows:

New Year's Day	
Martin Luther King's Birthday	(Third Monday in January)
Lincoln's Birthday	(Second Monday in February)
Washington's Birthday	(Third Monday in February)
Memorial Day	
Independence Day	
Labor Day	(First Monday in September)
Veteran's Day	
Thanksgiving Day	
Friday after Thanksgiving	
Christmas Day	

The Contractor shall notify the District at least twenty-four (24) hours prior to any work outside the normal working hours defined above, on weekends or holidays.

Certain District buildings or facilities will require that District personnel unlock the building or facility to provide Contractor access to work within the building or facility. Such access will not be provided until after 7:30 a.m. on working days.

11.0 NOISE ABATEMENT

All operations at the site of the construction or repairs shall be performed so as to minimize unnecessary noise. Special measures shall be taken to suppress noise during night hours.

Noise levels due to Contractor's activities shall not exceed the levels specified by local ordinance.

Internal combustion engines used on the Work shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated without said muffler.

12.0 DUST CONTROL

The Contractor, at its expense, shall take whatever steps, procedures, or means, as are required, to prevent abnormal dust conditions being caused by its operations in connection with the execution of the Work, and on any unpaved road which the Contractor or any of its subcontractors are using, excavation or fill areas, demolition operations, or other activities. Control shall be by sprinkling, use of dust palliatives, modification of operations, or any other means acceptable to agencies having jurisdiction. Haul routes shall be kept visibly wet during excavation and hauling operations.

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

*****END OF SECTION*****

SECTION 01025

MEASUREMENT AND PAYMENT

1.0 MEASUREMENT AND PAYMENT

1.1 General

Where specified in a Task Order, all quantities shall be tracked pursuant to the applicable FEMA RPA, PW Reference Number, and project location site as described in Task Orders. Measurements of the completed work shall be in accordance with, and by instruments and devices calibrated to United States Standard Measures and the units of measurement for payment, and the limits thereof shall be made as shown on the District's Standard Procedures, Specifications, and Drawings, and any Supplementary Conditions provided to Contractor to perform repairs.

The work will be performed as specified in each Task Order, either based on an agreed lump sum price or on a time and materials basis. Payment for work on a time and materials basis will be determined by applying the hourly (or weekly) rates, the percentage mark-up on Materials & Supplies, and the fixed Mobilization Costs, all as set forth in Section 00310, **PRICING SCHEDULE**, to the actual time, equipment, and material costs of each individual repair.

Premium mark-up charges for work outside normal working hours as specified in Section 01010-8.0, **WORKING HOURS**, shall apply only to costs of Labor described in Item 1 in Section 00310. No premium mark-up charge shall be allowed for any other Item.

Fee schedules for labor and equipment categories not listed in Section 00310 shall be approved in writing by the District prior to work being performed on any particular construction or repair job.

1.2 Units of Measurement

Measurements shall be in accordance with U.S. Standard Measures. A pound is an avoirdupois pound. A ton is 2,000 pounds avoirdupois. The unit of liquid measure is the U.S. gallon.

1.3 Certified Weights

When payment is to be made on the basis of weight, the weighing shall be done on duly certified platform scales, or when approved by the District, on a completely automated weighing and recording system. The Contractor shall furnish the District with duplicate licensed weigh master's certificates showing the actual net weights. The District will accept the certificates as evidence of the weights delivered.

1.4 Methods of Measurement

Materials and items of work, which are to be paid for on the basis of measurement, shall be measured in accordance with the method stipulated in the Task Order. In determining quantities, all measurements shall be made in a horizontal plane unless otherwise specified.

Full compensation for all expense involved in conforming to the above requirements for measuring and weighing materials shall be considered as included in the lump sum amount specified in the Task Order, or the unit prices to be paid for the materials being measured or weighed, and no additional allowances will be made therefor.

*****END OF SECTION*****

SECTION 01035
MODIFICATION PROCEDURES

1.0 CHANGES IN CONTRACT PRICE

Whenever corrections, alterations, or modifications of the Work under this Contract are ordered by the Construction Administrator and approved by the District and increase the amount of work to be done, such added work shall be known as extra work; and when such corrections, alterations, or modifications decrease the amount of work to be done, such subtracted work shall be known as work omitted. The word "change" as used in this Section includes both extra work and work omitted.

The difference in cost of the work affected by such change will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation, which shall be determined in one or more of the following ways as directed by the Construction Administrator:

- A. By unit prices accepted by the District and stated in the Contract Documents;
- B. By unit prices subsequently fixed by agreement between the parties;
- C. By an acceptable lump sum proposal from the Contractor; or
- D. By Force Account (as described in Paragraph 01035-3.0, **FORCE ACCOUNT PAYMENT**), when directed in writing and administered by the District through its agents.

When required by the Construction Administrator, the Contractor shall submit, in a form acceptable by the Construction Administrator, an itemized breakdown with supporting data of the quantities and prices used in computing the value of any change that may be ordered.

The Construction Administrator will review the Contractor's proposal for the change and negotiate an equitable adjustment with the Contractor. Following such negotiations, the Construction Administrator will prepare and process the Change Order and make a recommendation for action by the District. If either the amount of work or payment for a Change Order cannot be determined or agreed upon beforehand, the District may direct by written Change Order or Field Order, that the work be done on a force account basis. All such Change Orders or Field Orders must be executed before the work can be authorized.

The prices agreed upon and any agreed upon adjustment in Contract Time shall be incorporated in the written Change Order issued by the District, which shall be written so as to indicate an acceptance on the part of the Contractor as evidenced by its signature. By signature of the Change Order, the Contractor acknowledges that the adjustments to cost and time contained in the Change Order are in full satisfaction and accord, payment in full, for all cost and time impacts arising or resulting from the changes encompassed by the Change Order, and thereby waives any right to claim any further cost and time impacts, at any time during and after completion of the Contract, for the changes encompassed by the Change Order.

2.0 NEGOTIATED CHANGE ORDERS

Under the methods described in Paragraphs 01035-1.0B and 01035-1.0C, **CHANGES IN CONTRACT PRICE**, above, the Contractor shall submit substantiating documentation with

an itemized breakdown of Contractor, subcontractor, and suppliers direct costs, including labor, material, equipment rentals, and approved services, pertaining to such ordered work, in the form and detail acceptable to the Construction Administrator. The direct costs shall include only the payroll cost for workers and foremen, including wages, fringe benefits as established by negotiated labor agreements or state prevailing wages. A labor surcharge of thirty percent (30%) will be added for all other fixed labor burdens, such as workers' compensation and labor insurance, and labor taxes as established by law. No other fixed labor burdens will be considered. The cost of materials used and equipment delivered and installed in such work shall be substantiated by appropriate documents acceptable to the Construction Administrator; the cost of construction machinery and equipment shall be based on fair rental or ownership values acceptable to the Construction Administrator as described in Paragraph 01035-3.2, **Equipment**; and the cost of incidentals directly related to such work shall be substantiated in a manner acceptable to the Construction Administrator. The direct costs shall not include any labor or office costs pertaining to the Contractor's managers or superintendents, his office and engineering staff and office facilities, or anyone not directly employed on such work, nor the cost of small tools as all such indirect costs form a part of the Contractor's overhead expense.

Under the method described in Paragraphs 01035-1.0B and 01035-1.0C, **CHANGES IN CONTRACT PRICE**, the maximum percentage which will be allowed for the Contractor's combined overhead and profit, bond and insurance will be:

- A. For work by its own organization, the Contractor may add the following percentages:

Direct Labor	25 percent
Materials	15 percent
Equipment (owned or rented)	15 percent

- B. For work performed by subcontractors, the subcontractor may add the same percentages as the Contractor as listed in (A) above to its actual net increase in costs for combined overhead and profit and the Contractor may add up to five percent (5%) of the subcontractor's total for its combined overhead and profit.

- C. For work performed by subtier-subcontractors, the sub-subcontractors may add the same percentages as the Contractor as listed in (A) above to its actual net increase in costs for combined overhead and profit and the subcontractor may add up to five percent (5%) of the sub-subcontractor's total for his combined overhead and profit. The Contractor may add up to five percent (5%) of the subcontractor's total for its combined overhead and profit.

The above fees represent the maximum limits which will be allowed, and they include the Contractor's and all subcontractors' indirect home office expenses and all costs for cost proposal preparation.

When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any, for each area of work, i.e., direct labor, materials, equipment, subcontractors, and suppliers. When a change results in a net decrease in the contract amount, the decrease shall include combined overhead and profit associated with each area of work, less a five percent (5%) allowance for Contractor's administrative costs. The Contractor shall not be allowed payment for anticipated profits on work that may be omitted.

3.0 **FORCE ACCOUNT PAYMENT**

3.1 **General**

If either the amount of work or payment for a Change Order cannot be determined or agreed upon beforehand, the District may direct by written Change Order or Field Order, that the work be done on a force account basis. The term "force account" shall be understood to mean that payment for the Work will be done on a time and expense basis, that is, on an accounting of the Contractor's forces, materials, equipment, and other items of cost as required and used to do the Work. Contractor shall keep accurate records of its costs and will be responsible for daily tracking of the costs expended on the work being done on a force account basis, and shall make available to the Construction Administrator a daily 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 derived from the approved and signed daily force account reports for the Work. The Contractor shall be responsible to alert the Construction Administrator if the authorized amount will be exhausted before finishing the Work. If the Construction Administrator is not alerted to an over-run in cost, the Contractor shall not receive additional adjustment above the originally approved Not To Exceed amount. The Contractor should understand that timely notice of the potential to exceed this amount is of great importance to the Construction Administrator and District, as it allows the District to consider preventative action, to monitor the Contractor's increased costs resulting from the situation, to marshal facts, and to plan its affairs.

For the work performed, payment will be made for the documented actual cost of the following:

- A. Direct labor cost for workers, including foremen, who are directly assigned to the force account work: Direct labor cost is the actual payroll cost, including wages, fringe benefits as established by negotiated labor agreements or State prevailing wages. A labor surcharge of thirty percent (30%) will be added for all other fixed labor burdens such as workers' compensation and labor insurance, and labor taxes as established by law. No other fixed labor burdens will be considered.
- B. Material delivered and used on the designated work, including sales tax, if paid for by the Contractor or its subcontractor.
- C. Equipment rental, including necessary transportation, for items having a value in excess of One Thousand Dollars (\$1,000.00).

To the preceding costs, there shall be added the following fees for the Contractor, subcontractor, sub-subcontractor, or supplier actually performing the Work:

A fixed fee not to exceed twenty percent (20%) of the costs of Item A; and not to exceed fifteen percent (15%) of Items B, and C above.

For work performed by a subcontractor, the Contractor may add to the total of the actual costs and fixed fees allowed under the preceding paragraph an additional fixed fee of five percent (5%) of said total. No further compensation will be allowed for the Contractor's administration of the Work performed by the subcontractor.

For work performed by a sub-tier-subcontractor, the subcontractor may add to the total of the actual costs and fixed fees allowed under the preceding paragraph an additional fixed fee of five percent (5%) of said total. No further compensation will be allowed for the subcontractor's administration of the work performed by the sub-tier-subcontractor. The Contractor may add to the total of the actual costs and fixed fees allowed under this paragraph an additional fixed fee of five percent (5%) of said total. No further compensation

will be allowed for the Contractor's administration of the work performed by the subcontractor.

The added fixed fees shall be considered full compensation covering the cost of general supervision, overhead, profit, bond, insurance, and any other general expenses, including estimating and engineering. The added fixed fee shall not include any labor or office costs pertaining to the Contractor's managers or superintendents, its office and engineering staff and office facilities, or anyone not directly employed on such work, nor the cost of small tools, as all such indirect costs form a part of the Contractor's overhead expense. The above fixed fees represent the maximum limits which will be allowed, and they include the Contractor's and all subcontractors' indirect home office expenses and all costs for cost proposal preparation and record keeping.

The District reserves the right to furnish such materials and equipment as it deems expedient, and the Contractor shall have no claim for profit or added fees on the cost of such materials and equipment.

3.2 **Equipment**

For equipment under Item C in Paragraph 01035-3.1 above, rental or equivalent rental cost will be allowed for only those days or hours during which the equipment is in actual use. For rented equipment, payment shall be based on actual rental, transportation, and fuel invoices. For Contractor-owned equipment, costs shall be based on the FHWA rate in the Rental Rate Blue Book published by "Equipment Watch" at the time of the Work. The FHWA rate allowed for equipment will, in all cases, be understood to cover all fuel, supplies, repairs, ownership, and incidental costs and no further allowances will be made for those items, unless specific agreement to that effect is made.

Equipment not operating, but retained at the location of a Change or Extra Work at the District's request shall be charged at a Standby Rate which, for Contractor-owned equipment, shall be based on the Ownership Costs in the Rental Rate Blue Book published by "Equipment Watch" at the time of the Work. The calculation of Ownership Costs shall be based on either the published monthly, weekly, daily, or hourly rate which will result in the least cost rental charge to the District. The Standby Rate for rented equipment shall be based on actual rental invoice costs.

Should it be necessary to mobilize equipment to the jobsite specifically in support of Change Order work, and should the Construction Administrator approve such use, the Contractor will be reimbursed for the actual cost of transporting such equipment to and from the jobsite. During such transportation, equipment shall be charged at the Standby Rate.

3.3 **Documentation**

Prior to the commencement of force account work, the Contractor shall notify the Construction Administrator of its intent to begin work. Labor, equipment, and materials furnished on force account work shall be recorded daily by the Inspector upon report sheets furnished by the Construction Administrator. The reports, if found to be correct, shall be signed by both the Contractor and the Inspector, and a copy shall be furnished to the Construction Administrator no later than the working day following the performance of said work. The daily report sheet shall thereafter be considered the true record of force account work provided.

If the Contractor does not agree with the labor, equipment, and/or materials listed on the Inspector's daily force account report, the Contractor and the Inspector shall sign-off on the items on which they are in agreement. The Construction Administrator shall then review the items of disagreement and will advise the Contractor, in writing, of its determination. If the Contractor disagrees with this determination, it shall have the right to file a claim in the

manner specified in Paragraph 23, **Dispute Resolution**, in Attachment A to the Technical Services Agreement.

The Contractor shall maintain its records in such a manner as to provide a clear distinction between the direct costs of work paid for on a force account basis and the costs of other operations.

To receive progress payments and final payment for force account work, the Contractor shall submit, in a manner approved by the Construction Administrator, detailed and complete documented verification of the Contractor's, and any of its subcontractor's, or supplier's, actual costs involved in the force account pursuant to the pertinent Change Order or Field Order. Such costs shall be submitted within thirty (30) days after said work has been performed. No payments will be made for work billed and submitted to the Construction Administrator after the thirty (30) day period has expired.

The force account invoice shall itemize the materials used and shall cover the direct costs of labor and the charges for equipment rental, whether furnished by the Contractor, subcontractor, or other forces. The invoice shall be in a form acceptable to the Construction Administrator and shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated. Material charges shall be substantiated by valid copies of vendor's invoices.

4.0 **ADJUSTMENTS DUE TO VARIATION IN QUANTITY OF UNIT PRICE WORK**

4.1 **Increased or Decreased Quantities**

The unit prices as stated in the bid form and as negotiated in Change Orders shall apply to one hundred percent (100%) of the quantity indicated to be the estimated quantity for the bid item, plus or minus twenty-five percent (25%). If the total pay quantity is more than one hundred twenty-five percent (125%) or less than seventy-five percent (75%) of the bid quantity, either the Contractor or the District may notify the other party in writing of their desire to renegotiate the price of the bid item. Any agreed upon adjustment will be implemented as a **NEGOTIATED CHANGE ORDER** in accordance with Paragraph 01035-2.0. If an agreement cannot be made, the District may require that the work be done in accordance with Paragraph 01035-3.0, **FORCE ACCOUNT PAYMENT**.

Adjustments to the Contract price shall be as follows:

- A. Increases of more than twenty-five percent (25%): If the actual quantity of work to be performed on an item exceeds the estimated quantity by more than twenty-five percent (25%), the quantity up to and including one hundred twenty-five percent (125%) of the bid quantity will be paid at the bid unit price for the item. The unit price for the quantity in excess of one hundred twenty-five percent (125%) of the bid quantity may be renegotiated as outlined above.
- B. Decreases of more than twenty-five percent (25%): If the actual quantity of work to be performed on an item will be less than seventy-five percent (75%) of the estimated quantity, the work may be renegotiated as outlined above. Payment for the actual quantity of work performed shall, in no case, exceed the payment which would have been made for performance of seventy-five percent (75%) of the estimated quantity at the bid unit price.

4.2 **Eliminated Items**

If any unit price work is eliminated in its entirety, payment shall be made to the Contractor for those costs, if any, incurred prior to notification of elimination by the District in connection with the eliminated work. The actual costs or charges to be paid to the

Contractor shall be determined in accordance with Paragraph 01035-3.0, **FORCE ACCOUNT PAYMENT.**

5.0 **TIME EXTENSIONS FOR CHANGE ORDERS**

If the Contractor requests a time extension for the extra work necessitated by a proposed Change Order, the request must be approved in writing by the District before commencement of the work.

6.0 **VALUE ENGINEERING**

6.1 **General**

- A. This Section applies to Contractor developed Value Engineering Change Proposals (VECPs) that:
 - 1. Require a change to the existing contract to implement
 - 2. Reduce the Contract Price without impairing essential functions or characteristics.
 - 3. Will not have an adverse financial impact on the District when the costs of operating and maintenance through the life-cycle of the item are considered.
 - 4. Are not based solely on changes in deliverable quantities or reductions in the scope of Work under the Contract. Any cost savings resulting from the changes in quantity or reductions in scope reduction in scope the scope of Work under the Contract shall be credited solely to the District.
- B. Contractor will share in the net contract savings realized from VECPs accepted by the District.

6.2 **Definitions**

- A. Gross Savings: The difference between Contractor's estimated cost of performing the work in accordance with the existing requirements and Contractor's estimated cost of performing work in accordance with the proposed change. For the purposes of the preceding sentence, the cost of performing work may include overhead but shall not include any profit.
- B. Contractor Development and Implementation Costs: Reasonable costs incurred by the Contractor in developing, testing, preparing, and submitting the VECP and costs incurred by the Contractor to make contractual changes required by District acceptance of the VECP.
- C. District Costs: Reasonable costs incurred by the District for evaluating and implementing the VECP, such as analyzing, testing, and redesign, where required. "District Costs" does not include normal administrative costs of processing the VECP.
- D. Net Savings: Gross Savings less Contractor Development and Implementation Costs and District Costs.

6.3 **Submittals**

- A. As a minimum, the following information shall be submitted by the Contractor with each VECP:

1. Description of existing contract requirements.
 2. Description of proposed change.
 3. Discussion of differences between existing requirements and proposed change. Give advantages and disadvantages of each, justify any changes to function or characteristics, and give effect of the change on performance of the item.
 4. Analysis - Identify and describe each part of the existing requirements that must be changed to implement this VECP, and recommend how to make such change.
 5. Life-Cycle Cost Effects - State the estimated effect of the proposed change on cost of operating and maintenance throughout the life-cycle of the item.
 6. Time for Implementation of this VECP - State the latest time for acceptance of this VECP by the District to obtain maximum cost reduction during remainder of contract.
 7. Time of Completion - State the effect on contract completion if this VECP is accepted.
 8. Cost Analysis
 - a. Detailed estimate of the cost of performing the work in accordance with existing contract requirements.
 - b. Detailed estimate of the cost of performing the work in accordance with proposed contract change.
 - c. Gross Savings to the Contractor (a. minus b. above)
 - d. Implementation Costs:
 - 1) Detailed breakdown of Contractor Development and Implementation Costs.
 - 2) Estimated District Costs (provide if known)
 9. Estimated Value Engineering Net Savings (c. minus d. above)
 10. Estimated Reduction in Contract Price (50% of Net Savings)
- B. Submit using a format similar to that of the sample Value Engineering Change Proposal at the end of this section.

6.4 **Contractor**

- A. Submit VECP in accordance with the applicable provisions of Paragraph 6.3.
- B. After Notice to Proceed, Contractor may request a preliminary determination from the District that the proposed Value Engineering change does not impair an essential function or characteristic, and that a formal VECP may be accepted. Prior to Notice to Proceed, the District will not comment on any VECP.
 1. Requests should be in writing and sufficiently detailed to enable a District determination.
 2. Requests should be submitted prior to any significant expenditure of time or effort to develop a VECP.

- C. Until a VECP is accepted by the District and an implementing change order is issued by the Engineer and executed by the Contractor, the Contractor and its subcontractors shall perform in accordance with the existing Contract.
- D. The Contractor shall have the right to withdraw, in whole or in part, any VECP at any time prior to acceptance by the District.

6.5 **District**

- A. The Construction Administrator will evaluate the VECP. Final determination of the effect of the proposed change on essential functions and characteristics, of the effect of the proposed change on performance of the item, and of the life-cycle costs and District implementation costs will be made by the Construction Administrator.
- B. No delay in acting upon any VECP submitted shall be the basis of any request or claim for additional compensation or for a time extension.
- C. The Construction Administrator will notify the Contractor of the status of the VECP within fifteen (15) working days after receipt. If additional time is required, the Construction Administrator will notify the Contractor within the fifteen (15) day period and provide the reason for the delay and the expected date of decision.
- D. The Construction Administrator may request additional data, including but not limited to full and complete technical data, a description of each proposed substitute item, and drawings, samples, literature, and calculations, for clarification or for modification of the proposal.
- E. If the formal VECP is not accepted, the Construction Administrator will notify the Contractor in writing, explaining the reasons for rejection.

6.6 **Acceptance**

- A. The District may, within its sole discretion, accept or reject, in whole or in part, any VECP submitted. Acceptance will be by contract change order.
- B. The decision of the Construction Administrator to accept or reject, in whole or in part, any VECP under this contract shall be final and shall not be subject to the change order or claims procedures under the Contract Documents.
- C. If a VECP submitted by the Contractor is accepted, the Contract Price will be reduced by an amount equal to 50% of the Net Savings.
- D. If a VECP submitted by the Contractor is not accepted, the Contractor will not be entitled to an extension of time or to any other compensation for the effort expended in developing and submitting the VECP.

6.7 **Subcontracts**

- A. Contractor shall include VE provisions in any subcontract of Twenty-Five Thousand Dollars (\$25,000) or greater, and may include such provisions in subcontracts of lesser value. Subcontracts shall contain a provision that any benefits accruing to Contractor as a result of an accepted VECP initiated by a subcontractor shall be shared proportionally by the Contractor and subcontractor.

- B. To compute adjustment of the contract price, the Contractor's cost of development and implementation of a VECP which is accepted under this contract shall include any development and implementation costs of a subcontractor.
- C. The Contractor may submit a "pass through" VECP on behalf of a subcontractor, which if accepted by the District, will result in the Contract Price will be reduced by an amount equal to 50% of the Net Savings.

6.8 **Data Restriction**

- A. The District reserves the right to duplicate, use, and disclose any part of a VECP or any part of the supporting data submitted by the Contractor, in any manner and for any purpose whatsoever, except that the Contractor's estimated cost of performing work or of developing and implementing the VECP will not be disclosed outside the District except in response to a request under the Public Records Act or a subpoena or court order.

SAMPLE

VALUE ENGINEERING CHANGE PROPOSAL

SPECIFICATION NO: _____

DATE: _____

PROJECT TITLE / NO: _____

CONTRACTOR: _____ VECP NO: _____

1. DESCRIPTION OF EXISTING CONTRACT REQUIREMENT:

2. DESCRIPTION OF PROPOSED CHANGE:

3. DISCUSSION OF DIFFERENCES BETWEEN EXISTING REQUIREMENTS AND PROPOSED CHANGE: Give advantages and disadvantages of each, justify any changes to function or characteristics, and give effect of the change on performance of the item.

4. ANALYSIS: Identify and describe each part of the existing requirement which must be changed to implement this VECP, and recommend how to make such change.

5. LIFE-CYCLE COST EFFECTS: State the estimated effect of the proposed change on cost of operating and maintenance throughout the life-cycle of the item.

6. DEADLINE DATE FOR IMPLEMENTATION OF THIS VECP: State the latest time for acceptance of this VECP by the District in order to obtain maximum cost reduction during remainder of contract.

7. TIME OF COMPLETION: State the effect on contract time of completion if this VECP is accepted.

8. COST ANALYSIS:

- a. Cost of performing the work in accordance with existing requirement. Attached detailed breakdown. \$ _____
- b. Cost of performing the work in accordance with proposed VECP. Attach detailed breakdown. \$ _____
- c. Gross Savings to the Contractor. (a. minus b. above) \$ _____
- d. Implementation Costs.
 - (1) Contractors Development and Implementation Cost. Attached detailed breakdown. \$ _____
 - (2) Estimated District Cost. \$ _____

9. ESTIMATED VALUE ENGINEERING NET SAVINGS \$ _____
(c. minus d. above)

10. ESTIMATED REDUCTION IN CONTRACT PRICE \$ _____
(50% of Estimated Value Engineering Net Savings)

*****END OF SECTION*****

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SECTION 01700
CONTRACT CLOSEOUT

1.0 **CLOSEOUT SUBMITTALS**

The following project closeout items shall be submitted to the District, in satisfactory and final form, prior to release of final payment:

- A. **Releases of Claims** – as permitted by California Public Contract Code Section 7100 – as required in Paragraph 00700-8.6.
- B. **Record Drawings** –as-built drawings shall comprise a set of full size plans marked to show all deviations from plan dimensions, elevations, or orientations (including those set forth in addenda, change orders, and clarifications), and to show all concealed construction and utility features revealed during the course of construction, including the horizontal and vertical location of buried utilities that differ from the locations previously indicated.
- C. **Operations and Maintenance Manuals** – as required in Paragraph 01700-2.0.
- D. **Final Cleaning** – as required in Paragraph 01700-4.0.
- E. **Warranty Form** – as required by Paragraph 01700-5.0.
- F. **Spare Parts, Special Tools, and Extra Material** – as required by individual specification sections.
- G. **Field Records and Reports** – as required by individual specification sections

2.0 **OPERATION AND MAINTENANCE**

Prior to the delivery and installation of any item of machinery or equipment, the Contractor shall submit to the Construction Administrator the Operation and Maintenance Manual. The manual will be reviewed by the Construction Administrator for general content, and the Construction Administrator will advise the Contractor within five (5) days of receipt, if the manual is acceptable in general content for the delivery and installation of the equipment or machinery. No equipment or machinery shall be delivered or installed, if the general content of the manual is found to be deficient. The final Operation and Maintenance Manuals must be submitted and favorably reviewed prior to final acceptance.

All manuals shall be bound and marked to indicate the specific equipment furnished for this project and shall include:

- A. Start-up instructions
- B. Assembly and disassembly instructions
- C. Trouble shooting instructions
- D. Lubrication instructions
- E. Maintenance and reinstallation instructions
- F. Parts identification
- G. List of spare parts recommended to have on hand
- H. Operator safety
- I. Installation drawings

In addition, all operation and maintenance manuals for electrical equipment shall include:

- J. Equipment ratings
- K. Calibration curves and rating tables if appropriate

Operation and maintenance manuals for complex equipment shall also include:

- L. Alternate specified operating modes
- M. Normal shutdown instructions
- N. Long-term shutdown instructions

3.0 **EQUIPMENT START-UP**

After all acceptance tests have been completed by the Contractor and District, but prior to final acceptance, the Contractor shall recheck all equipment for proper alignment and adjustment, check oil levels, relubricate all bearing and wearing points, and, in general, assure that all equipment is in proper condition for regular continuous operation.

4.0 **FINAL CLEANING**

4.1 **Final Clean Up**

Before final inspection of the Work, the Contractor shall clean the construction area, material sites, adjacent property and streets, and all ground occupied by the Contractor in connection with the Work of all rubbish, excess materials, form lumber, etc. All parts of the Work shall be left in a neat and presentable condition.

4.2 **Final Building Clean-Up**

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

- A. Putty stains and paint shall be removed from glass; glass shall be washed and polished, 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 and equipment 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.

5.0 WARRANTY

The Contractor hereby agrees to make, at its own expense, all repairs or replacements necessitated by defects in materials or workmanship, supplied under terms of this Contract in accordance with paragraph 26, Warranty and Scheduled Maintenance, in Attachment A to the Technical Services Agreement.

*****END OF SECTION*****

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TECHNICAL SERVICES AGREEMENT
GENERAL PROVISIONS
CCWD CONTRACTOR SAFE PRACTICES HANDBOOK

CONTRA COSTA WATER DISTRICT
Technical Services Agreement

THIS AGREEMENT for technical services is between Contra Costa Water District ("District") and _____ ("Contractor"). Contractor's address is _____, telephone _____, and fax number _____. Contractor is a [] corporation, [] partnership, [] individual, having taxpayer's identification or Social Security number _____, and professional license class and number _____.

1. The Agreement. District and Contractor agree that Contractor shall perform technical services for District on the terms and conditions herein set forth in connection with District's project number _____ for _____. The following documents are attached hereto and are a part of this Agreement:

- Attachment A – General Agreement Provisions
- Attachment B – Scope of Work
- Attachment C – Contractor's Rates and Charges

This Agreement, including said attachments, and the Proposal and the Request for Proposals, both incorporated by reference, together with each executed Task Order, constitutes the entire agreement between the parties and supersedes any prior proposals, representations, or understandings. This Agreement may be modified only by a written amendment signed by each party.

2. Time of Performance. Unless otherwise stated in Attachment B, Contractor is authorized to commence performance of this Agreement upon its execution by the District and receipt of a series of Task Orders (and Notice to Proceed under those Task Orders) from the District. Contractor shall complete all services covered by this Agreement no later than _____ unless this date is extended by District in writing. Should the District elect to extend this Agreement through _____, there shall be no change in the terms and conditions of this Agreement (other than to the time of performance). If Contractor fails to complete the services by said date, Contractor shall pay District as liquidated damages \$_____ per day of default.

3. Payment. Contractor shall at convenient intervals not more frequently than monthly submit itemized statements of services performed at the rates and charges in Attachment C, augmented if and as necessary by each individual Task Order. District shall pay for work satisfactorily performed within thirty (30) days after receipt of a statement, less any retention withheld as specified in Attachment A. The total amount payable by District for Contractor's services pursuant to the Agreement shall not exceed \$_____ for the period from _____ to _____, without the prior written approval of the District.

4. Termination. District may terminate this Agreement at any time by 15 days prior written notice to Contractor. Upon termination, District shall pay Contractor for all amounts due for service rendered up to the date of termination.

Dated: _____

CONTRA COSTA WATER DISTRICT

CONTRACTOR

By: _____
Jerry Brown

By: _____

Title: General Manager

Title: _____

GENERAL AGREEMENT PROVISIONS

1. Bonds and Insurance

a. Bonds

Unless excused by the District, the Contractor shall furnish, on forms provided by the District, a Payment Bond and a Faithful Performance Bond, each of which shall be in an amount equal to one hundred percent (100%) of the total amount specified in section 3 of the Agreement. The Faithful Performance Bond is to secure the faithful performance of the Contract, and the Payment Bond is to secure the payment of those to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any kind used or employed by the Contractor in performing the work. Said bonds shall be secured from a surety company satisfactory to District or shall comply with the minimum requirements specified in sections 995.610 through 995.660 of the California Code of Civil Procedure.

b. Insurance

- 1) Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverage
 - a) Workers' Compensation, in not less than statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
 - b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
 - c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable; and
 - d) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.
- 2) Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to:
 - a) Name as Additional Insureds, Contra Costa Water District and its respective Directors, Officers, Agents, and Employees.
 - b) Provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement,

and that insurance applies separately to each insured against whom claim is made or suit is brought.

- 3) Regarding Workers' Compensation, Contractor hereby agrees to waive its rights to subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Contra Costa Water District for all work performed by the Contractor, its employees, agents and subcontractors.
- 4) All policies shall provide thirty days' advance written notice to Contra Costa Water District of reduction or nonrenewal of coverage or cancellation of coverage for any reason.
- 5) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of four years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.
- 6) Before commencing any work under this Agreement, Contractor shall furnish to Contra Costa Water District certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to Contra Costa Water District, in form evidencing all coverage set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.
- 7) Approval of the insurance by District shall not relieve or decrease the liability of Contractor hereunder.
- 8) If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor obtains all necessary insurance, which shall name Contra Costa Water District, and its respective directors, officers, agents and employees and the Contractor as Additional Insureds.

2. Hold Harmless and Indemnification

If an action is filed in which it is claimed or alleged that any damages, injuries, or deaths arose out of, pertained to, or related to negligent acts, errors or omissions, recklessness, or willful misconduct of Contractor (or any person or organization for whom Contractor is legally liable), in the performance of the services for District, Contractor agrees, at its own expense, to defend District, its Governing Bodies, Directors, officers, employees and agents; provided that no settlement of a claim shall be made without the consent of District.

To the extent permitted by law, Contractor shall indemnify, save and hold harmless District, its Governing Bodies, Directors, officers, employees and agents from and against all claims, demands, costs and expenses, including reasonable attorney's fees, and liability for any

damages, injuries or deaths arising out of, pertaining to, or relating to the negligent acts, errors or omissions, recklessness, or the willful misconduct of Contractor (or any person or organization for whom Contractor is legally liable), directly or indirectly related to the services provided hereunder excepting there from only those claims, demands, or liability caused by the sole or active negligence, or the willful misconduct of the District. Contractor will reimburse District for any expenditure or fees District may make by reason of such matters.

To the extent permitted by law, Contractor shall also indemnify the District, its Governing Bodies, Directors, officers, employees and agent, against any and all claims, demands, costs and expenses at law or in equity including reasonable attorneys' fees, and liability, suffered or incurred on account of, or that may at any time arise out of, or are in any way connected with, any breach by Contractor, or its employees, agents, sub-Contractors, or subcontractors, of the obligations, covenants, or any other provisions of this Agreement.

This Section shall survive any expiration or termination of this Agreement.

3. Laws and Regulations

The Contractor shall observe and comply with all Federal, State, and local laws, ordinances, codes, orders and regulations which in any manner affect those engaged or employed on the work, materials used in the work, or the conduct of the work. If any discrepancy or inconsistency should be discovered in this Agreement in relation to any such law ordinance, code, order, or regulation, the Contractor shall report the same in writing to the Purchasing Officer. The Contractor shall indemnify, hold harmless and defend the District, its officers, agents and employees, against all claims or liability arising from violation of any such law, ordinance, code, order, or regulation, whether by the Contractor, the Contractor's employees, or its subcontractors. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

4. Permits and Licenses

Unless otherwise provided, the Contractor shall obtain at his own expense all permits and licenses or property used in connection with the work, including all safety permits for excavations, tunneling, trenches, construction (building structure, scaffolding, or falsework) and demolition required by CAL/OSHA including but not limited to, the permits required by Labor Code Section 6500, and shall pay all taxes properly assessed against his/her equipment or property used in connection with the work. The Contractor shall possess a current and valid State of California Contractor's License/endorsement, and shall not employ any subcontractors that are not both properly licensed in accordance with State law and properly registered to

perform public works contracts, or change any subcontractors listed in the Proposal without the consent of the District using the procedures set forth in Public Contract Code 4100 et. seq.

5. Sales and Use Taxes

The Contractor shall pay all sales and use taxes assessed by Federal, State, or local authorities on parts and materials furnished by the Contractor in the performance of the work.

6. Patents and Copyrights

The Contractor shall defend, indemnify, and save harmless the District, its officers, agents and employees against all claims or liability arising from the use of any patented or copyrighted design, device, material, or process used by Contractor or any subcontractors in the performance of the work.

7. Termination

If any or all services to be performed under the Agreement are abandoned by the Contractor, or if the District determines that the schedule of service is not being maintained, or that the Contractor is violating any of the conditions or provisions of the Agreement or failing to provide a consistently high level of service; and if the Contractor fails to remedy such default within three days after receipt of written notice of such default, or, within three (3) days after receipt of District's written consent to such longer period to remedy such default, fails to provide satisfactory evidence that such default will be promptly corrected, the District may at its sole election choose to terminate any or all portions of the Agreement, or withhold any amounts otherwise due under the Agreement. Thereupon, the District will have the right to complete such service by whatever method the District deems expedient. Any additional expense for completing such service shall be chargeable to the Contractor.

Additionally, the District may, at its option, terminate the Agreement in whole or in part, at any time, by written 15-day notice thereof to the Contractor, whether or not the Contractor is in default. Upon such termination, the Contractor shall waive any claims for damages, including loss of anticipated profits on account thereof.

8. Waste Disposal

The Contractor shall properly transport and dispose of all waste, including hazardous wastes, generated by these activities. Copies of proper disposal documentation must be maintained by the Contractor and submitted to District on demand.

9. Additions, Deletions and Changes

The District reserves the right to add, delete, or change the scope of work under this Agreement and may do so upon giving written notice to the Contractor. To the extent possible, payment will be made at the unit price set forth in Attachment C. If other changes cause an increase or a reduction in the costs of this agreement, the parties shall attempt to negotiate an equitable adjustment based upon an acceptable lump sum proposal from the Contractor. Any agreed

upon adjustment to the prices shall be incorporated in a written Change Order issued by the District, which shall be written so as to indicate an acceptance on the part of the Contractor as evidenced by its signature. By signature of the Change Order, the Contractor acknowledges that the adjustments to cost and time contained in the Change Order are in full satisfaction and accord, payment in full, and so waives any right to claim any further cost and time impacts at any time during and after completion of the Contract for the changes encompassed by the Change Order.

If the parties cannot agree on a lump sum adjustment, the Contractor shall proceed to do the additional work on a "force account" or time and expense basis, that is, on an accounting of the Contractor's forces, materials, equipment, and other items of cost as required and used to do the Work. For the work performed, payment will be made for the documented actual cost of the following:

- a. Direct labor cost for workers, who are directly assigned to the force account work, including wages, fringe benefits, if any (as established by negotiated labor agreements or State prevailing wages), and a labor surcharge of thirty percent (30%) for all other fixed labor burdens such as workers' compensation and labor insurance, and labor taxes.
- b. Material delivered and used on the designated work, including sales tax, if paid for by the Contractor or its subcontractor.
- c. Equipment rental, for those days or hours during which the equipment is in actual use based on actual rental and transportation invoices.

A fixed fee not to exceed ten percent (10%) of the costs of Items (a), (b), and (c) above covering the cost of general supervision, overhead, profit, bond, insurance, and any other general expenses.

10. Equal Opportunity Employer

The District is committed to equal employment opportunities. The District encourages the consideration and utilization of minority and women-owned businesses.

11. Successors and Assigns

Contractor shall not assign, sell, sublet, or subcontract all or any portion of this Agreement or any personal interest herein or any property, real or personal, used hereunder, without the prior written consent of the District. No assignments by Contractor shall be effective until the assignee shall, in writing, agree to assume and fully perform all of the terms and provisions of the Agreement.

12. Subcontractors

In accordance with California Public Contracting Code Section 4100, et. seq., the Contractor shall list, in Section 00430, PROPOSED SUBCONTRACTORS, the name, business address,

California contractor's license number, public works contractor registration number, and portion of Work to be performed, and location of the place of business for the following.

- A. Each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the Work or improvement, in an amount in excess of one-half of one percent of the bidder's total bid;
- B. Any subcontractor licensed by the State of California who, under subcontract to the bidder, will specially fabricate and install a portion of the Work or improvement according to detailed drawings contained in the drawings and specifications, in an amount in excess of one-half of one percent of the bidder's total bid.

Failure to list the subcontractors defined in subparts A. and B. above may render the bid or proposal non-responsive and may be grounds for rejection thereof. For each portion of the Work (as defined by the Contractor for the purpose of listing subcontractors) the Contractor shall list only one subcontractor in Section 00430, PROPOSED SUBCONTRACTORS. Failure to comply with the provisions of the California "Subletting and Subcontracting Fair Practices Act" shall make the Contractor subject to the sanctions as set forth in the Act.

Failure by a listed subcontractor to be registered to perform public work as required by subdivision (a) of Labor Code section 1725.5 shall be grounds under Section 4107 of the Public Contract Code for the Contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

Nothing contained in the Agreement shall create any contractual relation between any subcontractor and the District. The persons engaged in the work, including employees of subcontractors and suppliers, will be considered employees of the Contractor. The Contractor will be responsible for their work and their work shall be subject to the provisions of the Agreement. The Contractor is fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, just as the Contractor is fully responsible for the acts and omissions of persons directly employed by the Contractor.

Section 00430, PROPOSED SUBCONTRACTORS, as submitted by the Successful Proposer, will be attached to this Agreement in place of the blank Proposed Subcontractors form. Additional copies of the Proposed Subcontractors form shall be completed by the Successful Proposer to identify subcontractors intended for use on a particular Task Order.

13. Responsibility for the Work

Until completion and acceptance of the work, the Contractor shall have the charge and care of the work and of the materials to be used therein and shall bear the risk of injury, loss, or damage, to any part thereof from any other cause, whether or not arising from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the work or the materials occasioned by any cause before its acceptance and shall bear the expense thereof, except for such injuries, losses, or damages as are directly and approximately caused by acts of the District.

14. Inconsistencies and Omissions

Where the Agreement describes portions of the work in general terms but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish tools, equipment, and incidentals, and do all the work necessary to complete the work in a satisfactory and workmanlike manner.

Unless specifically noted otherwise, the Agreement and all Attachments are intended to be complementary and applicable to each other.

In resolving inconsistencies among two or more portions of the Agreement and/or the Attachments, the most stringent requirements shall apply.

15. Inspection of Site(s)

The information provided by the District is not intended to be a substitute for, or a supplement to, the independent verification by the bidder/proposer to the extent such independent investigation of site conditions is deemed necessary or desirable by the bidder/proposer. Bidders/proposers are required to satisfy themselves, by personal examination of the site(s) of the work or by such other means as they may prefer, of the location and of the actual conditions at the site(s) of Work. If, during the course of its examination, a bidder/proposer finds facts or conditions which appear to be in conflict with the letter or spirit of the Agreement, bidding/proposal documents, the bidder/proposer shall report the conflict in writing, to the District's Contract Administrator, within a reasonable time before submitting its bid/proposal.

Submission of a bid/proposal by the bidder/proposer shall constitute conclusive evidence that, if awarded the Contract, it is relying on its own examination of the site(s) of the work, including existing facilities and conditions to be encountered on and in the vicinity of the site(s).

16. Examination of Agreement

Each Proposer shall thoroughly examine and be familiar with the Agreement before submitting its proposal. Any inconsistencies or omissions found in the Agreement and/or Attachments shall be reported to the District's Contract Administrator, who will clarify discrepancies or omissions, in writing, within a reasonable time.

The submission of a bid/proposal shall constitute an acknowledgment, upon which the District may rely, that the bidder/proposer has thoroughly examined and is familiar with the Agreement, with the character, quality and scope of the work to be constructed under the Agreement, including the quality and quantity of the materials and services to be furnished, and all other requirements of the Agreement. The bidder's/proposer's failure or neglect to examine and become familiar with the Agreement, shall in no way relieve it from any obligation with respect to its proposal or to the Agreement, and no claim for additional compensation will be allowed which is based upon a lack of knowledge or misinterpretation of any portion of the Agreement.

17. Waiver or Acquiescence

No action or failure to act by the District's Contract Administrator or anyone else acting for the District shall constitute a waiver of any right or duty afforded under the Agreement nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

18. Liquidated Damages

It is agreed by the parties to the Agreement that time is of the essence in the completion of this work, and that in case all the work called for under the Agreement, or such portion thereof as may be designated by the District's Contract Administrator, is not completed before the date specified in section 2 of the Agreement or such earlier date as may be specified by the District's Contract Administrator, or each District facility affected by the work is not restored to full service within the period specified by the District's Contract Administrator for that facility, damage will be sustained by the District. As it is impracticable to determine the actual delay damage; it is, therefore, agreed that the Contractor shall pay liquidated damages to the District in the amount set forth in section 2 of the Agreement. Contractor further agrees that if such liquidated damages are not promptly paid, the District may deduct the amount thereof from any moneys due, or that may become due, the Contractor under the Agreement.

19. Prevailing Wages

In accordance with Section 1770 of the Labor Code, the District does hereby specify that, if any personnel of Contractor or a subcontractor of Contractor performs work under the Agreement for which a general prevailing wage of the locality in which the Work is to be performed and applicable to the Work to be done has been determined by the Director of the Department of Industrial Relations, Contractor or subcontractor shall pay the prevailing wage for such work, including all employer payments that are required by Section 1773.1 of the Labor Code, and such travel and subsistence payments to workers needed to execute the Work as defined in the applicable collective bargaining agreement filed with the Department of Industrial Relations pursuant to Labor Code Section 1773.8, and shall comply with all applicable provisions of the California Labor Code Section relating to public works (Section 1720 et. seq.). Copies of such prevailing wage rates are on file at the District's principal office. If it becomes necessary to employ a craft other than those listed in the prevailing wage rates, the Contractor shall notify the District immediately and the District will obtain the additional prevailing rate from the Director of the Department of Industrial Relations, which rate shall be applicable at the time of initial employment. For questions regarding this section, Contractor should visit www.dir.ca.gov/oprl/pwd/index.htm or call the Department of Industrial Relations at 1-415-703-4774.

This project is subject to labor compliance monitoring and enforcement by the California Department of Industrial Relations.

The general prevailing wage rates for such work which establish minimum wages for this Agreement shall be posted by Contractor in a prominent place at the site where such work is performed.

The wage rates set forth are the minimum that may be paid by the Contractor. Nothing herein shall be construed as preventing the Contractor from paying more than the minimum set forth. No extra compensation whatever shall be allowed by the District due to the inability of the Contractor to hire labor at the minimum rate nor for any necessity for payment by the Contractor for subsistence, travel time, overtime, or other added compensation.

For each worker performing work under the Agreement for which prevailing wages are applicable who is paid less than the stipulated rate by the Contractor, or any subcontractor under it, in violation of the provisions of Section 1770 to Section 1780 of the Labor Code, inclusive, the Contractor shall be subject to the provisions of Section 1775 of the Labor Code, which require the Contractor to pay penalties to the District, and to pay to each worker the difference between such stipulated prevailing wage rates and the amounts actually paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the stipulated prevailing rate.

Contractor is responsible for its and its subcontractors' compliance with all of the provisions of Section 1776 of the Labor Code. Each month, each Contractor and subcontractor shall furnish the records specified in Labor Code Section 1776 directly to the Labor Commissioner, in the format prescribed by the Labor Commissioner, and shall submit them to the District with requests for payment. Certified payroll records shall also be available for inspection at all reasonable hours at the principal office of the Contractor as specified in Labor Code 1776.

The Contractor shall forfeit, as a penalty to the District, the penalty as provided in Section 1813 of the Labor Code for each worker performing work under the Agreement for which prevailing wages are applicable employed in the execution of the Contract by the Contractor, or any subcontractor under the Contractor, for each day during which such worker is required or permitted to work more than eight (8) hours in any one (1) day and forty (40) hours in any one (1) week, in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815 thereof, inclusive, except that work performed by employees of Contractors in excess of eight (8) hours a day and forty (40) hours during one (1) week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day, at not less than one and one-half (1.5) times the basic rate of pay as provided for in Section 1815 of the Labor Code.

It shall be the responsibility of the Contractor, if it employs tradespersons in any apprenticeable occupation, to comply by the provisions of Section 1777.5 of the Labor Code and the regulations of the California Apprenticeship Council, which pertain to the employment of apprentices, and shall require all subcontractors employed by or contracting with the Contractor to abide by said provisions. The Contractor shall furnish the District sufficient evidence of compliance with this code section upon request of the District. For failure to comply with Section 1777.5 of the Labor Code where applicable, the Contractor shall be subject to the penalties in Section 1777.7 of the Labor Code.

20. Safety

To protect the public's safety as well as the safety of their employees, the District's employees, and all persons at or near the site(s) of work, the Contractor and its subcontractors shall take all measures required to comply with all applicable Federal, State, County, and local laws, ordinances, codes, and regulations, including but not limited to, providing protection barriers and barricades, and signs. The Contractor, its suppliers, and its subcontractors of all tiers, and their respective employees, shall also comply with the CCWD Contractor Safe Practices Handbook at all times when present on District property or at the site(s) of work. The Handbook is available at <http://www.ccwater.com/files/safepacticeshandbook.pdf>. The signature page of the CCWD Contractor Safe Practices handbook shall be signed by the Contractor and submitted to the District. The Contractor shall provide copies of the Handbook to all Sub-Contractors. The Contractor shall be solely and completely responsible for performing all work under this Agreement so as to protect the safety of all persons and property at or near any site(s) of the work. The Contractor shall continually and diligently inspect all work, materials and equipment to discover, and shall be solely responsible for discovery and correction of, such conditions which might cause bodily harm to persons or damage to property. These requirements shall apply twenty-four (24) hours per day continuously during the term of this Agreement and shall not be limited to normal working hours. The District shall not be responsible in any way for the methods selected by the Contractor in discharging its exclusive responsibility for safety of its work hereunder.

The Contractor shall perform all work in a fire-safe manner. He shall supply and maintain on the site adequate fire-fighting equipment capable of extinguishing incipient fires. The Contractor shall comply with applicable Federal, local, and State fire-prevention regulations, or, if these regulations do not apply, applicable parts of the National Fire Prevention Standards for Safeguarding Building Construction Operations (NFPA No. 241).

In the event of any spill or other release to the environment of any regulated chemical in any physical form that occurs on or immediately adjacent to the site(s) and arises from work under this contract, the Contractor shall immediately notify the District. The Contractor shall be responsible for all costs that result from any chemical spill or other release caused by the Contractor including, but not limited to containment, control, and disposal, and any fines or other damages lawfully assessed against the Contractor or the District.

The Contractor shall cooperate fully with District personnel while working within the scope of this contract.

The Contractor shall support a drug-and-alcohol free workplace. The unlawful use, possession, or distribution of a controlled substance within the site(s) of any work will not be tolerated. Employees are prohibited from being under the influence of alcohol within the site(s) of any work. The Contractor shall be responsible for initiating, maintaining, and supervising safety and anti-substance abuse programs in connection with the work.

If the work to be performed under this contract involves confined space work, the Contractor shall prepare confined space operating and rescue procedures fully complying with the applicable provisions of Section 5158, Title 8, California Code of Regulations and shall submit

the procedures to the District. The Contractor shall be fully responsible for the adequacy of the procedures. The District shall neither review nor accept the procedures, and the sole purpose of submitting the procedures is to advise the District that such procedures have been prepared.

To the extent required by Labor Code Section 6401.7, Contractor shall establish, implement, and maintain a written injury prevention program, and shall take all actions necessary to comply with all provisions thereof before proceeding with any work under the Agreement, including but not limited to furnishing and maintaining all safety equipment, test equipment, and safety apparel applicable to the work, enforcing the use of such equipment by its employees and the employees of any of its Subcontractors, and furnishing all items necessary for giving first aid and other medical treatment to anyone injured at any site(s) of work, and shall provide for the immediate removal of such person to a hospital or a doctor's care.

If death or serious injuries or illness, or serious damages are caused, the accident or illness shall be reported immediately by telephone or messenger to the District. In addition, the Contractor must promptly report in writing to the District, all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site(s), giving full details and statements of witnesses. The Contractor shall make all reports as are, or may be, required by any authority having jurisdiction, and permit all safety inspections of the work being performed under this Agreement. If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the District, giving full details of the claim.

21. Differing Site Conditions

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

- a. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- b. Subsurface or latent physical conditions at the site differing from those indicated.
- c. 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 Agreement.

In addition to giving written notice as described above upon encountering material that the Contractor believes may be "hazardous waste" as defined above, Contractor also shall immediately stop all Work to any area affected by said material, if continuing Work may present a substantial danger to persons or property exposed to the materials in connection with any Work at the site. These obligations pertaining to "hazardous waste" shall apply only to such "hazardous waste" not shown or indicated in the Agreement Documents to be within the Scope of Work.

The District, or the Contractor, if the District so directs in its sole discretion, shall promptly investigate the conditions, determine the necessity to retain a qualified expert to evaluate such hazardous condition, and/or to take corrective action, if necessary, and if the District 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 District shall cause to be issued a change order.

Contractor shall not be required to resume work in connection with such hazardous condition identified in the Agreement Documents, or in any such affected area until after District has obtained any required permits related thereto and delivered to Contractor special written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of work, or (ii) specifying any special conditions under which such work may be resumed safely.

In the event that a dispute arises between the District and the Contractor whether the conditions materially differ, or involve hazardous waste (other than that shown or indicated in the Agreement Documents), 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 Agreement, but shall proceed with all work to be performed under the Agreement provided that, if after receipt of the special written notice described above in this section 21, Contractor does not agree to resume such work based upon a reasonable belief that it is unsafe to do so, or does not agree to resume such work under the special conditions specified in said special written notice, the District may at its sole election order the portion of the Work affected by said hazardous waste to be deleted from the Work, and the District may thereupon have the portion of the Work so deleted performed by District's own forces or by separate Agreement(s). The Contractor shall retain any and all rights provided either by Agreement or by law which pertain to the resolution of disputes and protests between the contracting parties.

No claim of the Contractor under this clause shall be allowed unless the Contractor has complied with Section 23.

The Contractor shall cooperate with forces engaged in sampling, investigation, and clean-up work pertaining to hazardous waste (whether or not said hazardous waste is shown or indicated in the Agreement Documents) and shall conduct its operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such forces.

The District shall not be responsible for any such materials brought to the site by the Contractor, subcontractors, suppliers, or anyone else for whom the Contractor is responsible.

22. Retention

As specified in Public Contract Code Section 9203, District will deduct and retain five percent (5%) from each progress payment, if any, and will retain such amounts in accordance therewith as part security for the satisfactory and timely completion of the Work until release thereof is required under Public Contract Code Section 7109:

In addition to the amount which the District may otherwise retain under the Contract, the District may withhold a sufficient amount or amounts of any payment or payments otherwise due the Contractor, as in its judgment may be necessary to cover just claims against the Contractor or any subcontractor for labor or materials furnished for the performance of this Contract, damage to the District or a third party, and any costs or penalties imposed because of the failure of the Contractor or any subcontractor to comply with environmental, labor, employee safety, or any other regulatory requirements. When the above reasons for withholding are resolved, payment may be made to the Contractor for amounts withheld less any District incurred expenses.

- a. Pursuant to Public Contract Code Section 22300, for moneys earned by the Contractor and withheld by the District to ensure the performance of the Contract or otherwise as provided above, the Contractor, may, at their option, choose to substitute securities, meeting the requirements of said Section 22300. In the event the Contractor wishes to choose this option, the Contractor shall enter into an escrow agreement with the District and the escrow agent, a qualified bank to be acceptable to the District, in the form of the agreement included in the project specifications. The costs of such escrow shall be paid by the Contractor. The securities to be deposited in said escrow account shall be equivalent, in fair market value, to the amount to be withheld as performance retention. The securities shall be held in accordance with the provisions of Public Contract Code Section 22300, and the implementing agreement.
- b. Contractor shall have the obligation of ensuring that such securities deposited are sufficient so as to maintain, in total fair market value, an amount equal to the cash amount of the sums to be withheld under the Contract. If, upon written notice from the District, or from the appropriate escrow agent, indicating that the fair market value of the securities has dropped below the dollar amount of moneys to be withheld by the District to ensure performance, Contractor shall, within five (5) days of the date of such notice, post additional securities as necessary to ensure that the total fair market value of all such securities held by the District, or in escrow, is equivalent to the amount of money to be withheld by the District under the Contract.
- c. Any Contractor wishing to exercise this option shall, at the request of any Subcontractor performing more than five percent (5%) of the Contractor's total bid/proposal price, make this same option available to the Subcontractor regarding any moneys withheld in retention by the Contractor, and if the Contractor elects to receive interest on any moneys withheld in retention by the District, then the Subcontractor shall receive the identical rate of interest on any retention moneys withheld from the Subcontractor by the Contractor. In addition, any Contractor wishing to exercise its option to substitute securities shall give notice in writing to District, and shall thereafter execute an escrow agreement in the form entitled **SECURITY DEPOSITS IN LIEU OF RETENTION**.

23. Dispute Resolution

This section specifies the procedures for making, processing, and resolving claims.

- a. *Notice and Submission* - Claims based on adverse determinations of the District regarding the meaning of the Agreement shall be filed in writing within ten (10) days of receipt of such decision. All other Claims for extra work shall be filed in writing prior to the commencement of such work. Such Claims shall state the circumstances and the reasons for the claim, but need not state the amount. No claim filed after the date of final payment will be considered.

Unless notice is properly given, the Contractor shall not recover costs incurred by it as a result of the alleged extra work, changed work, or other situation which, had proper notice been given, would have given rise to a right for additional compensation. Timely notice of potential claim is of great importance to the District, and is not merely a formality. Such notice allows the District to consider preventative action, to monitor the Contractor's increased costs resulting from the situation, to marshal facts, and to plan its affairs. Such notice by the Contractor, and the fact that the District has kept account of the costs, shall not in any way be construed in any way as proving the validity of the claim.

- b. *Written Statement* – Upon receipt of a Claim sent by registered mail or certified mail with return receipt requested, the District shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and the Contractor may, by mutual agreement, extend the time period provided in the preceding sentence.
- c. *Records of Disputed Work* - The Contractor shall furnish reasonable documentation to support the Claim. Unless otherwise agreed, such documentation will consist of accurate records of all costs, including a daily 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. Unless otherwise agreed in writing, such information shall be submitted to the Construction Administrator on a monthly basis, receipt of which shall not be construed as an authorization for or acceptance of the disputed work.
- d. *Submission of Claim Costs* - Within thirty (30) days after the last cost of work for which the Contractor contends it is due additional compensation is incurred, the Contractor shall submit to the Construction Administrator reasonable documentation to support the Claim, including, as best it is able, its costs incurred for the claimed matter. If costs are incurred over a span of more than thirty (30) days, then within fifteen (15) days after the thirtieth day of the first month and every month thereafter, the Contractor shall submit to the Construction Administrator reasonable documentation to support the Claim, including, as best it is able, its costs incurred for the claimed matter.
- e. *Board approval* - If the District needs approval from its governing body to provide the Contractor 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 District 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 Contractor a written statement identifying the disputed portion and the undisputed portion.

- f. *Payment of Undisputed portion* - Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement. If the District fails to issue a written statement, subsection i shall apply.
- g. *Informal conference* - If the Contractor disputes the District's written statement, or the District fails to provide a written statement responding to the Claim within the time prescribed, the Contractor 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 District shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.
- h. *Further written statement; mediation* - 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 District shall provide the Contractor 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 District 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 District and the Contractor sharing the associated costs equally. The District and Contractor 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 District and the Contractor in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

- i. *Effect of failure to respond* - Failure by the District to respond to a Claim from a Contractor within the time periods described in this Section 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 District'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 Contractor.
- j. *Interest* - Amounts not paid in a timely manner as required by this Paragraph 00700-7.3 shall bear interest at 7 percent per annum.

- k. *Subcontractors' claims* - If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against the District because privity of contract does not exist, the Contractor may present to the District 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 District 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 District and, if the original Contractor did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so.
- l. Claims for Three Hundred Seventy Five Thousand Dollars (\$375,000) or less which cannot be resolved between the parties shall be resolved pursuant to the provisions of the Public Contract Code commencing with section 20104, except that the mediation conducted pursuant to this Section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced unless otherwise agreed.
- m. *Proceedings in Court* - If a civil action is filed to resolve the Claim, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, notwithstanding section 1141.11 of that code. The Civil Discovery Act of 1986 (article 3 (commencing with section 2016) of chapter 3 of title 3 of part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision to the extent consistent with the rules pertaining to judicial arbitration.
1. **Arbitrators.** Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.
 2. **Trial de Novo.** In addition to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.
 3. **Witnesses.** The court may, upon request by any party, order any witnesses to participate in the mediation (if any) or arbitration process.
 4. **Payment of Undisputed Claims.** The District shall not fail to pay money as to any portion of a claim that is undisputed except as otherwise provided in the Contract Documents.

5. **Interest.** In any suit filed on a claims subject to Public Contract Code section 20104, the District shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law in the California County where the work is being performed.
6. **Venue.** Should either party to this Agreement bring legal action against the other, the case shall be handled in the California county where the work is being performed. The Agreement shall be construed and its performance enforced under California law without regard to the conflict of law provisions thereof.

24. Underground Work

The following provisions will govern any underground work under this Agreement.

- a. For each excavation five (5) feet or more in depth, Contractor shall provide shoring, bracing, sloping, or make other provisions in accordance with Labor Code Section 6705, to protect workers from hazard of caving ground during such excavation. In addition, the Contractor shall submit, sufficiently in advance of excavation to permit review by the District, detailed plans showing the design of the provisions to be made for worker protection from hazard of caving ground during such excavation. If such plans vary from the shoring system standards set forth in the Construction Safety Orders in Title 8, California Code of Regulations, the plans shall be prepared and signed by a registered civil or structural engineer. Shoring, bracing, sloping, or other protective system shall not be less effective than required by the California Construction Safety Orders, and shall be accepted by the District before excavation may begin. The Contractor shall designate in writing to the Construction Administrator the "competent person" with the authority and responsibilities designed in the Construction Safety Orders. By submitting its plan, the Contractor warrants that its actions pursuant thereto shall not impose tort liability on the District, its Contractors, and their respective employees, agents.
- b. Notification: Pursuant to Government Code Sections 4216 through 4216.24, the Contractor shall notify the appropriate regional notification center of all excavations, as defined in Government Code section 4216(t), for all excavations, by obtaining a ticket, as defined in Government Code section 4216(g), from Underground Service Alert of Northern/Central California and Nevada ("Underground Service Alert") by logging on the website at www.usanorth811.org. If the work is at a single address, the Contractor may instead log on to the website at www.811express.com. If it is necessary to do so, the Contractor may instead contact Underground Service Alert by dialing 811. The business office of Underground Service Alert can be contacted at 1-800-642-2444 for reasons other than to request that subsurface installations be field marked. Contractor shall furnish to the Construction Administrator written documentation of its contact(s) with Underground Service Alert within three (3) days after such contact(s). If any portion of the excavation will be on private property, the Contractor shall check if any local ordinances apply to the placement of temporary markings, and shall ensure that any temporary marking placed at the planned excavation location can be clearly seen, functional, and considerate to surface aesthetics and the local community.

- c. Identification of Location: The Contractor shall notify the appropriate regional notification center as described in Paragraph 00700-9.1 at least two (2) working days (not including the date of notification) but not more than fourteen (14) days before beginning any excavation work. Before notifying the appropriate regional notification center as described in the preceding sentence, the Contractor shall delineate (as specified in Government Code section 4216.2(d)) the area to be excavated. Underground Service Alert will notify the operators of subsurface installations in the area of the proposed excavation, to enable them to locate and field mark (as specified in Government Code section 4216.2(d)) the location of their subsurface installations within the tolerance zone (as “tolerance zone” is defined in Government Code Section 4216(u)) as required by Government Code section 4216.3(a). Contractor shall furnish to the Construction Administrator written documentation of its contact(s) with the appropriate regional notification center within 3 (three) days after such contact(s).

A ticket shall be valid for 28 days from the date of issuance. If work continues beyond 28 days, the Contractor shall renew the ticket by the end of the 28th day either by logging on the Underground Service Alter website at www.usanorth811.org, or if it is necessary to do so, by dialing 811. Contractor shall also provide written documentation to the Construction Administrator of its contact(s) with Underground Service Alert and any other Regional Notification Center as described in the preceding sentence.

If a ticket obtained expires but work is ongoing, the Contractor shall get a new ticket and wait a minimum of two working days, not including the date of call in, before restarting excavation. All excavation shall cease during the waiting period.

Where the excavation does not require an excavation permit, at District facilities such as treatment plants, pumping plants, pump stations, reservoirs, and Contra Costa Canal, where the property is known, or reasonably should be known, to contain a subsurface installation, the District performs additional locating for electrical, control, chemical, cathodic protection, and irrigation lines. The Contractor shall delineate the area to be excavated and then notify the Construction Administrator and Underground Service Alert at least five (5) working days before potholing or excavating at these sites. The Contractor shall be responsible for verifying location, including depth of existing utilities, prior to the relevant submittals. The Contractor shall preserve markings provided by the District so that remarking of the same utilities is not required.

Upon being notified by the operator of the high priority subsurface installation that the excavation is proposed within ten (10) feet of a high priority subsurface installation, the Contractor shall meet onsite with the operator or its representative at a mutually-agreed-on time to determine actions or activities required to verify the location of the high priority subsurface installations prior to start time. As part of the meeting, the Contractor shall discuss with the operator the method and tools that will be used during the excavation and the information the operator will provide to assist in verifying the location of the subsurface installation. The Contractor shall not begin excavating until after the completion of the onsite meeting.

Unless an emergency exists, the Contractor shall not begin excavation until the excavator receives a response from all known operators of subsurface installations within the delineated boundaries of the proposed area of excavation pursuant to Government Code Section 4216.3(a) and the completion of any onsite meeting, if required by Government Code Section 4216.3(c).

If, at any time during an excavation for which there is a valid ticket, an operator's field markings are no longer reasonably visible, the Contractor shall contact the appropriate regional notification center with a request for re-marks that can be for all or a portion of the excavation. The Contractor shall not proceed with excavation until the operator has re-located and re-marked those subsurface installations that may be affected by the excavation to the extent necessary in conformance with Government Code Section 4216.3(d). If the delineation markings are no longer reasonably visible, the Contractor shall re-delineate the area to be re-marked. The operator shall have two working days, not including the date of request, to re-mark the subsurface installation. If the area to be remarked is not the full extent of the original excavation, the Contractor shall delineate the portion to be remarked and provide a description of the area requested to be remarked on the ticket. The excavator shall provide a description for the area to be remarked that falls within the area of the original location request.

The Contractor shall notify the appropriate regional notification center of the failure of an operator to locate or mark its subsurface installations in compliance with Government Code Section 4216.3(a)(1)(A), 4216.3(a)(1)(B), or 4216.3(b). The notification shall include the ticket.

- c. Contractor's Responsibility: It shall be the Contractor's responsibility to determine the exact location and depth of all subsurface installations, including high priority subsurface installation and service connections, which have been field marked by the respective operators, and which Contractor believes may affect or be affected by Contractor's operations. Only a qualified person, as defined in Government Code section 4216(p) shall perform subsurface installation locating activities, and such person shall use a minimum of a single-frequency utility locating device and shall have access to alternative sources for verification, if necessary. If no pay item is provided in the Contract for this Work.

When the excavation is within the approximate location of subsurface installation, the Contractor shall determine the exact location of subsurface installations in conflict with the excavation by excavating with hand tools within the area of the approximate location of subsurface installations as provided by the operators before using any power-operated or power-driven excavating or boring equipment within the approximate location of the subsurface installation, except that power-operated or power-driven excavating or boring equipment may be used for the removal of any existing pavement if there are no subsurface installations contained in the pavement. If documented notice of the intent to use vacuum excavation devices, or power-operated or power-driven excavating or boring equipment, has been provided to the subsurface installation operator or operators and it is mutually agreeable with the operator or operators and the Contractor, the Contractor may utilize vacuum excavation devices, or power-operated or power-driven excavating or boring equipment within the approximate location of a subsurface installation and to any depth.

If the exact location of the subsurface installation cannot be determined by hand excavating in accordance with the preceding subparagraph, the Contractor shall request the subsurface installation operator to provide additional information to the Contractor, to the extent that information is available, to enable the Contractor to determine the exact location of the installation. The regional notification center shall provide the Contractor with the contact phone number of the subsurface installation operator.

The Contractor assumes responsibility for the removal, relocation, or protection of existing underground facilities wherein said facilities are correctly marked and/or delineated with reasonable accuracy on District's plans, and other underground facilities apparent from visual inspection of the site or which can be inferred from the presence of other visible facilities such as buildings, meters, junction boxes, etc., on or adjacent to the construction site. The Contractor shall coordinate with the owner of underground facilities for the rearrangement thereof. Full compensation for such work shall be considered as included in the price specified in section 3 of the Agreement. Temporary or permanent relocation or alteration of subsurface installations desired by the Contractor for its own convenience shall be the Contractor's responsibility and it shall make arrangements and bear all costs.

The Contractor shall communicate with an operator that has a subsurface installation embedded or partially embedded in the pavement that is not visible from the surface upon being notified by that operator and shall implement a plan of action to protect that subsurface installation as specified in Government Code section 4261.3(e).

- e. Upon discovering or causing damage to a subsurface installation, including all breaks, leaks, nicks, dents, gouges, grooves, or other damage to subsurface installation lines, conduits, coatings, or cathodic protection, the Contractor shall immediately notify the District and the operator of the subsurface installation. If the operator is unknown and the damage or discovery of damage occurs outside the working hours of the regional notification center, the excavator may follow the instructions provided by the regional notification center through its Internet Web site or the telephone line recorded message. If high priority subsurface installations are damaged and the subsurface installation operator cannot be contacted, the Contractor shall call 911 emergency services upon discovering or causing damage to high priority subsurface installation of any kind, including without limitation a natural gas or hazardous liquid pipeline subsurface installation in which the damage results in the escape of any flammable, toxic, or corrosive gas or liquid.

The Contractor shall be responsible for the payment of all civil penalties imposed pursuant to Government Code section 4216.6(a)(1) and/or 4216.6 (a)(2). The Contractor shall also be responsible for the cost of repairing and/or relocating damaged subsurface installations if:

- 1) The Contractor has failed to comply with the provisions of this Section 24 and/or Government Code section 4216.2 through 4216.4;

- 2) The Contractor has failed to comply with the requests of the operator of the subsurface installation to protect the subsurface installation as specified by the operator;
- 3) The damaged subsurface installations are located within the tolerance zone (as “tolerance zone” is defined in Government Code Section 4216(u)) based on the actual field marking; or
- 4) The damaged subsurface installations are apparent from visual inspection of the site or which can be inferred from the presence of other visible facilities, such as buildings, meters, junction boxes, etc., on or adjacent to the construction site.

In addition to the cost of repairing and/or relocating damaged subsurface installations, the Contractor shall, pursuant to Section 2, **Hold Harmless and Indemnification**, defend, indemnify, and hold harmless the District, and its elected officials, officers, agents, employees and representatives against and from all damages, costs, and expenses that may at any time arise out of, or are in any way connected with, damages to a subsurface installation caused by the Contractor’s failure to proceed as specified above.

Time Extensions and Compensation: In the event that subsurface installations are found that are not shown in the Contract Documents or are found to exist in a substantially different location than shown in the Contract Documents, or are not correctly field located (meaning that the installation is not located within the tolerance zone, as “tolerance zone” is defined in Government Code Section 4216(u)), the Contractor shall immediately: (1) notify the District in writing of the existence of said subsurface installations; and (2) take steps to ascertain the exact location thereof all subsurface installations prior to doing any further work that may damage such installations.

Requests for extensions of time arising out of delays resulting from subsurface installations not shown in the Contract Documents or found to exist in a substantially different location than shown in the Contract Documents, and not correctly field marked by a subsurface installation operator, shall be reviewed by the Construction Administrator. In accordance with Government Code Section 4215 the Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay is caused by the failure of the District or the operator of subsurface installations to provide for the removal or relocation of installations for which the District or the operator is the responsible party as described above in this Section 24.

In accordance with the provisions of Section 9, **Additions, Deletions, and Changes**, the Contractor shall be entitled to compensation for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating subsurface installations other than those for which the Contractor is the responsible party under sub-section 24.d, Contractor’s Responsibility, including but not limited to utility mains, and for equipment necessarily idled during such work. No facility actually being installed or replaced by the Contractor under the Contract shall be considered a subsurface installation for the purposes of this Section 24.

Where it is determined by the Construction Administrator that the rearrangement of a subsurface installation, the existence of which is not shown in the Contract Documents, is essential in order to accommodate the contemplated improvement, the Construction Administrator will provide for the rearrangement of such installation by other forces or by the Contractor in accordance with the provisions of Section 9, **Additions, Deletions, and Changes**.

- d. Except where the operator of a damaged subsurface installation has advised that it intends to repair the damage through its own forces or forces that it will retain or has retained, Contractor shall, within twenty-four (24) hours of receipt from the District of notice to commence correction of damage, notify the District, in writing, if Contractor intends to repair the damage. During nights and weekends when work is not in progress, District may give such notice by telephone or by facsimile transmission to the Contractor's facsimile number, and such notice will be immediately effective. The Contractor's failure to provide timely written notification that it intends to repair the damage shall be deemed its agreement that the District may repair the damage at Contractor's expense without further notice and without prejudice to any other remedy available to District. In such event, the Contractor may observe the Work if this can be done without in any way delaying the progress thereof, but may not contest any element of the expense of repair or the lack of further notice. This provision is in addition to any other remedy, including the District's right to carry out the work when the Contractor is in default or in an emergency.

25. Forms Included as Part of the Agreement

- a. Proposed Subcontractor's Form (Section 00430, PROPOSED SUBCONTRACTORS, as submitted by the Successful Proposer)
- b. Non-Collusion Declaration
- c. Faithful Performance Bond
- d. Payment Bond
- e. Workers' Compensation Insurance Certificate
- f. Security Deposits in Lieu of Retention
- g. Warranty Form

The Proposed Subcontractor's Form and the Non-Collusion Declaration shall be completed and submitted with the proposal. The successful respondent will be required to complete and submit the Faithful Performance Bond, Payment Bond, and Workers' Compensation Insurance Certificate within ten days of award of the Agreement, and before any work starts under the terms of the Agreement.

26. Warranty and Scheduled Maintenance

The Contractor hereby agrees to make, at its own expense, all repairs or replacements necessitated by defects in materials or workmanship, in those components provided, installed, replaced and/or modified by the Contractor, and pay for any damage to other works resulting

from such defects, which becomes evident within () year(s) after the date of acceptance of installation work, or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Agreement . This warranty shall include all parts and labor and the performance of all manufacturers' recommended maintenance. This in no way shall limit, amend or reduce any manufacturer's warranty. The Contractor further assumes responsibility for a similar guarantee for all work and materials provided by subcontractors. This warranty shall not apply to existing equipment that was not modified or significantly adjusted so as to change its operation. The Contractor also agrees to indemnify, defend and hold the District harmless from liability of any kind arising from damage due to covered defects.

Prior to the final acceptance of installation work, the Contractor shall provide phone numbers for around-the-clock notification of the need for emergency service repairs, a schedule showing specific dates for routine maintenance service calls, and shall execute and submit a completed Warranty Form in the format approved by the District.

The Contractor shall respond within two hours of District's emergency service call and shall provide on-site troubleshooting services within ____ () ____ after receipt of notice from the District, and promptly make all repairs arising out of defective materials, workmanship, or equipment. In the event that a service response does not occur within two hours, or troubleshooting services are not on-site within ____ () ____, or diligent efforts are not made to effect repairs, the District will notify the contractor (by fax or voice mail if no representative is available) of its intent to secure another service provider. Thereafter, the District is authorized to make such repairs, and the Contractor and his Surety shall be liable for the cost thereof. In case of emergency, where, in the opinion of the District, delay could cause serious loss or damage, repairs may be made without notice being sent to the Contractor, and the expense in connection therewith shall be charged to the Contractor, and his Surety shall be liable for the cost thereof.

The Contractor shall direct all of its equipment suppliers and/or manufacturers to promptly provide to it and to the District any and all information concerning product defects or other problems and shall promptly forward to the District any such information received, whether before, during, or after the warranty period.

Prior to the expiration of the Warranty period, the District reserves the right to hold a meeting and require the attendance of the Contractor. The purpose of the meeting is to review warranties, bonds, and maintenance requirements, and determine required repair or replacement of defective items.

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PROPOSED SUBCONTRACTORS

Pursuant to California Public Contracting Code, Section 4100 et. seq., the following list gives the name, business address, California contractor's license number and Public Works Contractor registration number, and portion of work (description of work to be done) for each subcontractor that will be used in the work if the proposer is awarded the Agreement. The Proposer shall list only one subcontractor for each portion of the work (as defined by the Proposer for the purpose of listing subcontractors). (Additional supporting data may be attached to this page. Each page shall be sequentially numbered, and headed "Proposed Subcontractors" and shall be signed.)

<u>Name</u>	<u>Business Address</u>	<u>CA Contractor License No.</u>	<u>Public Works Contractor Reg. No.</u>	<u>Description of Work</u>	<u>% of Work</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Name of Proposer

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NON-COLLUSION DECLARATION

State of California)
) ss.
County of)

_____, being first duly sworn, deposes and say that he or she is of _____ the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, business entity, business combination, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the Agreement of anyone interested in the proposed Agreement; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal 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, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Signature

Name of Proposer

Title

Date

Subscribed and sworn to before me this _____ day of _____, 20____

Signature of Notary Public in and for
the County of _____
State of California.

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FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, THAT, WHEREAS, Contra Costa Water District, hereinafter designated the "District," has, on _____, 20, awarded to _____ hereinafter designated as the "Contractor," an Agreement for _____, and

WHEREAS, said Contractor is required under the terms of said Agreement to furnish a bond for the faithful performance of said Agreement.

NOW, THEREFORE, WE, the Principal, and _____, as Surety, are held and firmly bound unto the District the penal sum of _____ Dollars (\$ _____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, it or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said Agreement and any alterations made as therein provided, on it or their part to be kept and performed, at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless, the District, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

It is acknowledged that this Agreement provides for a one-year warranty period, during which time this bond remains in full force and effect.

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

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

(Seal) _____
Principal

Signature for Principal

Title of Signator

(Seal) _____
Surety

Signature for Surety

Title of Signator

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PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, THAT, WHEREAS, Contra Costa Water District, hereinafter designated as the "District," has, on _____, 20____, awarded to _____, hereinafter designated as the "Principal," an Agreement for _____, and

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

NOW, THEREFORE, we, the Principal, and _____, as Surety, are held and firmly bound unto the District the penal sum of _____ Dollars (\$_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, it or its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the Work contracted to be done, or for any work or labor thereon of any kind or for amount due under the Unemployment Insurance Act, including such amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors under Section 13020 of the Unemployment Insurance Code, with respect to such work or labor, or for any amounts due, or to be withheld pursuant to Sections 18806 of the Revenue and Taxation Code of the State of California with respect to such work or labor, then said surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees to the District as shall be fixed by the court.

This bond shall inure to the benefit of any and all persons, companies, and corporations named in Section 9100 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

(Seal) _____
Principal

Signature for Principal Title

(Seal) _____
Surety

Signature for Surety Title

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WORKERS' COMPENSATION INSURANCE CERTIFICATE

In accordance with California Labor Code Section 1861, prior to commencement of work on the Agreement, the Contractor shall sign and file with the District the following certification:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

Signature

Name of Contractor

Title

Date

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ESCROW AGREEMENT FOR
SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into on _____ by and between:

Contra Costa Water District

whose address is 1331 Concord Avenue, Concord, California, hereinafter called "District", and _____
whose address is _____

hereinafter called "Contractor," and _____
whose address is _____
hereinafter called "Escrow Agent".

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

2. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities which meet the requirements set forth in said Section 22300, with Escrow Agent, as a substitute for retention earnings required to be withheld by District pursuant to the Construction Contract entered into between District and Contractor for _____
in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the District shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the District within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the District and Contractor. Securities shall be held in the name of District, and shall designate the Contractor as the beneficial owner.
3. District shall make progress payments to Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
4. When the District makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this Contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the District pays the Escrow Agent directly.
5. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of the District. These expenses and payment terms shall be determined by the District, Contractor and Escrow Agent.
5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor, at any time and from time to time, without notice to the District.
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 District to the Escrow Agent that District consents to the withdrawal of the amount sought to be withdrawn by Contractor.

7. The District shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven (7) days' written notice to the Escrow Agent from the District of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the District.
8. Upon receipt of written notification from the District certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to 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 the written notifications from the District and the Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement, and District and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.
10. The persons who are authorized to give or receive written notice on behalf of the District and on behalf of the Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

ON BEHALF OF DISTRICT:

General Manager

Title

Jerry Brown

Name

Signature

1331 Concord Avenue, Concord, CA 94520

Address

***ON BEHALF OF DISTRICT:**

Assistant General Manager

Title

Stephen J. Welch

Name

Signature

1331 Concord Avenue, Concord, CA 94520

Address

ON BEHALF OF CONTRACTOR:

Title

Name

Signature

Address

ON BEHALF OF ESCROW AGENT:

Title

Name

Signature

Address

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

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

DISTRICT:

CONTRACTOR:

General Manager
Title

Title

Jerry Brown
Name

Name

Signature

Signature

* In the event the General Manager is not available to give or receive written notice on behalf of the District, the Assistant General Manager shall be authorized to give or receive said written notice.

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WARRANTY FORM

Warranty For

(Project/Component)

(Location)

We hereby guarantee the _____ (Project/Component) _____ that we have constructed for a period of ____ (__) year(s) from _____ (Date) _____ the date of final acceptance by the Contra Costa Water District of the installation work.

The following are excluded from the provisions of this warranty:

We agree that if any of the equipment should fail due to any reason other than improper maintenance or improper operation, or should any portion of the work fail to fulfill any of the requirements of the Agreement, including without limitation the Scope of Work, we will, within five (5) days after receipt of written notice of such defects, provide on-site troubleshooting services, and within ten (10) days after receipt of written notice, commence to repair or replace the same together with any other work which may be damaged or displaced in so doing.

In the event of our failure to comply with the above mentioned conditions or should the exigencies of the case require repairs or replacements to be made before we can be notified or respond to notification, we do hereby authorize the Contra Costa Water District to proceed to have the defect repaired and made good at our expense, and we will pay the cost therefor upon demand.

The warranty provided herein shall not be in lieu of, but shall be in addition to any warranties or other obligations otherwise imposed by the Agreement and by law.

Contractor: _____

Signed: _____

Title: _____

Date: _____

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SCOPE OF WORK

Section 1. General Services to be Provided and Requirements

The Work or Services to be provided under this Agreement will be specified in Task Orders issued by the District from time to time. In general, the Work will consist of miscellaneous construction and repair activities at certain of the District's facilities located throughout Central and East Contra Costa County, including water treatment plants, pump stations, reservoirs, canals, river intakes, dams, recreational facilities, below ground pipes in public streets, open space, and administration buildings.

Typical work will be similar in nature to, but may not be limited to, those activities listed below.

- Canal road safety improvements
- Canal slope stability improvements
- Trash rack and ladder replacements at Canal Pumping Plants
- Anode bed replacements for below-ground water pipelines
- Canal fencing repairs
- Canal lining repairs
- Installation of power operated gate opening/closing devices
- Excavating and repairing water pipeline leaks
- Mechanical equipment at pump stations and reservoirs
- Process equipment installation at water treatment plants
- Electrical and Instrumentation improvements
- Millwright and pipefitting services
- Surveying
- Constructability Review
- Design-Build services
- Cost Estimating

The Contractor shall employ or retain a design professional with the appropriate architectural/engineering/surveying license(s) from the State of California as required to perform final design services and/or to assist with constructability review and value engineering when needed and when specified in a Task Order.

Deliverables (other than those called for in the Contract Documents) will be specified in each Task Order:

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CONTRACTOR'S RATES AND CHARGES

[SECTION 00310, PRICING SCHEDULE, completed by the Successful Proposer to go here]

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