

**CONTRACT DOCUMENTS
& SPECIAL PROVISIONS**

for
**TEMPORARY TRAILER SITE IMPROVEMENTS
SOQUEL, CA**

CWO 20-4520

TO BE USED IN CONJUNCTION WITH
SCWD STANDARD SPECIFICATIONS AND STANDARD PLANS
DATED AUGUST 2, 1994.



May 12, 2020

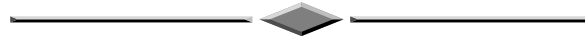
SOQUEL CREEK WATER DISTRICT
5180 Soquel Drive, Soquel CA 95073

PROPOSAL OPENING: May 26th, at 2:00 PM

**SOQUEL CREEK WATER DISTRICT
SANTA CRUZ COUNTY, CALIFORNIA**

BOARD OF DIRECTORS

Dr. Bruce Daniels	President
Rachel Lather	Vice President
Dr. Bruce Jaffe	Director
Carla Christensen	Director
Dr. Thomas LaHue	Director



Ron Duncan	General Manager
Joshua Nelson	District Counsel
Taj A. Dufour	Engineering Manager/ Chief Engineer
Emma Olin	Board Clerk

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Division 1 – General Requirements

Division 5 – Special Provisions

Division 2 through 4 for these contract documents are located in the Soquel Creek Water District Standard Specifications and Standard Plans, adopted by the Board of Directors on August 2, 1994.

*SCWD Standard Specifications and Standard Plans are available for purchase at the SCWD Office for an additional \$25 per set, or on-line at:
<http://www.soquelcreekwater.org/capital-improvementprojects/plans-and-specs> (For more information, please call 831-475-8500.)*

Soquel Creek Water District
Contract Documents

TEMPORARY TRAILER SITE IMPROVEMENTS; CWO 20-4520

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SECTION 00010

NOTICE INVITING BIDS

Notice is hereby given that sealed bids will be received by the **Soquel Creek Water District** in the **District Office located at 5180 Soquel Drive, Soquel CA 95073**, at any time prior to **2:00 PM, May 26, 2020** for furnishing all labor, materials, equipment, and services for the construction of improvements designated as:

CWO 20-4520 TEMPORARY TRAILER SITE IMPROVEMENTS

Any bids received after the scheduled closing time for receipt of bids shall be returned unopened.

Bids will be publicly opened, examined and declared on said day and hour, and will be referred to the Board for subsequent action.

The successful bidder will have **THIRTY (30)** calendar days to substantially complete the project from the Notice to Proceed (we expect to issue NTP on or before June 9th, 2020). The estimated cost of construction is **\$35,000**.

A site visit prior to bidding is mandatory for the contractor to be qualified to bid on the project (refer to Site Visit Affidavit, Section 00440). However, the site visit may be conducted by the Contractor at its convenience prior to the preparation of its bid.

All of said work is to be done at the places and in the particular locations, of the form, sizes and dimensions and of the materials, and to the lines and grades and at the elevations as shown on the plans and specifications made therefore and approved by the Owner.

In accordance with Labor Code 1771, the District hereby advises all bidders that:

1. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under California Labor Code section 1771.1(a)].
2. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5.
3. This project is subject to compliance monitoring and enforcement by the DIR.
4. The Owner will provide notice to the DIR of the award of this Contract within five (5) days of Award.
5. Every contractor will be required to secure the payment of workers compensation to his or her employees (Labor Code Section 1860).
6. The contractor shall post the applicable prevailing wage rate on the project site (Labor Code Section 1771.4).

Furthermore, all bidders are hereby notified that the successful bidder 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);
5. Submit electronic certified payroll records required under California Labor Code Section 1776 to the Labor Commissioner pursuant to California Code of Regulations Chapter 8, Section 16404; and
6. Be subject to 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 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 available on-line at www.dir.ca.gov/DLSR/PWD. It shall be mandatory upon the Contractor to whom the Work is awarded and upon any subcontractor to pay not less than said specified rates to all workers employed by them in the execution of the Work.

Said prevailing rate of per diem wages will be made available to any interested party upon request, and a copy thereof shall be posted at the job site by the Contractor.

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 the contractor in determining his/her or its bid and will not, under any circumstances, be considered as the basis of a claim against the Owner on the contract.

The successful bidder and its subcontractors shall employ workers, trades and craftsmen, which constantly display and demonstrate proper professional conduct to all fellow workers, employees and representatives of the Owner and other involved entities.

In accordance with Public Contract Code 20784 each bid must conform and be responsive to the invitation, the Plans and Specifications, and all documents comprising the Contract Documents. Each bid shall be presented under sealed cover and shall be accompanied by a certified check or bidder's bond, made payable to the Owner, in an amount not less than ten percent (10%) of the bid. The said check or bidder's bond shall be given as a guarantee that the successful bidder will execute the contract in conformity with the form of agreement contained within the contract documents, and will furnish bonds and insurance policies as specified within ten (10) days after notification of the award of the Contract to the successful bidder. The contract documents that the successful bidder must submit within ten (10) days

of notification of award include, but are not limited to, a payment bond in an amount of at least 100 percent of the amount payable by the terms of the project contract and that satisfies the requirements of California Civil Code Section 3248, and a performance bond in an amount of at least 100 percent of the amount payable by the terms of the contract, and a maintenance bond in an amount of at least ten (10) percent of the amount payable by terms of the contract. All project bonds must be executed by an admitted surety insurer in accordance with applicable law and acceptable to the Owner.

Cost for work described in each addenda issued during the time of bidding shall be included in the Bid and the addenda shall become a part of the Contract documents.

Bidders shall develop and submit bids at their own expense. The Owner will not reimburse any costs associated with the development and submittal of any and all Bids.

In accordance with California Public Contract Code Section 3400, bidders may propose equals of products listed in the plans and specifications by manufacturer name, brand or model number, unless the technical specifications or plans specify that the product is only available from one source, or is necessary to match others in use.

The Owner reserves the sole right to reject any or all bids and to waive any informality in a bid.

No bidder may withdraw its bid for a period of thirty (30) calendar days after the date set for the opening thereof. The Bidder shall guarantee the total bid price for a period of ninety (90) calendar days from the date of bid opening.

At the successful Contractor's option, securities may be substituted for the required retention, in accordance with the provisions of Section 22300 of the State of California Public Contract Code.

Bidders are hereby notified that specific experience requirements must be met in order to be considered a responsive, responsible bidder. These requirements include the successful completion of at least three (3) underground water pipeline installation public works projects within the public right of way over the past five (5) years. The Bidder shall complete the Certification of Experience in Section 00420 detailing the projects that fulfill these requirements.

The Contractor shall perform at least fifty (50%) percent of the Contract Bid Amount. This portion of work shall encompass the performance of work by the Contractor's forces and equipment, the procurement of materials and equipment by the Contractor and field related general conditions required to support and supervise the construction effort.

In accordance with the provisions of California Public Contract Code Section 3300, the Owner has determined that the Contractor shall possess, as a minimum, a valid California Class A Contractor's License or as required for the work specified. In accordance with the provisions of California Business and Professions Code Section 7028.15, a bid submitted to the Owner by a Contractor who is not licensed in accordance with Chapter 9 of the California Business and Professions Code shall be considered non-responsive and shall be rejected by the Owner.

Copies of the Contract Documents are now on file and available for public inspection.

The Contract Documents are available electronically for download, at no cost, and are available for download at: <http://www.soquelcreekwater.org/capital-improvement-projects/current-projects-out-bid>. It shall be the responsibility of each prospective bidder to download and print all Contract Documents for review and bid submittal, and register as a plan holder with the Soquel Creek Water District.

Printed copies of the Contract Documents may be purchased from **the District's office at 5180 Soquel Drive, Soquel, California** for a non-refundable charge of **\$20.00**, shipping not included. At the bidder's request and expense, the Contract Documents may be sent by overnight mail. Bidders can supply their shipper account number to expedite processing. Partial sets of Bid Documents are not available from the Owner.

*** If printed Contract Documents are desired, please request via email to the project Manager and allow 2-3 days for staff to process. District Staff is currently following the Santa Cruz County Health Department ordinance for COVID-19 and is working remotely. Thank you for understanding. ****

Questions concerning this project should be submitted in writing via regular mail, email, or fax and directed to:

NAME: Skyler Murphy
ADDRESS: 5180 Soquel Drive
Soquel, CA 95073
PHONE: (831) 475-8500 x148
E-MAIL: SkylerM@soquelcreekwater.org

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

SECTION 00100

INSTRUCTIONS TO BIDDERS

1.0 GENERAL

The work to be performed is described in the Contract Documents titled, **CWO 20-4520 TEMPORARY TRAILER SITE IMPROVEMENTS**. Codes and standards, definitions of words and terms, and abbreviations shall be as specified in Section 01090, **References**.

All bidders shall carefully examine the Contract Documents and satisfy themselves as to their sufficiency; and shall not at any time after the submission of the bid 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 of amount of work to be performed. The bidder shall notify the Owner of any discovered conflicts, errors of discrepancies in the Contract Documents prior to the submission of its bid. Intended bidders shall have visited the site of the work and familiarized themselves with the conditions there existing as well as all other conditions relating the construction and labor under which the work will be performed and affecting cost, progress or performance of the work. The submitting of a bid shall be considered an acknowledgement on the part of the Bidder of its familiarity with conditions at the site of work.

Bids for the work shall be made on the forms contained in the Contract Documents. A bidder's checklist is provided in Section 00100 17.0 to aid Bidders in including all necessary supporting information with their Bid.

A complete set of bid forms shall be placed in an envelope, sealed, and addressed to:

**SOQUEL CREEK WATER DISTRICT
5180 SOQUEL DRIVE, SOQUEL CA 95073
BID: TEMPORARY TRAILER SITE IMPROVEMENTS CWO 20-4520**

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

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

Bids shall be made on the blank bid forms prepared by the Owner and issued separately from this project manual. Bid forms included in this project manual shall be used for reference only. Bids shall give the prices proposed in figures and words, shall give all other information requested herein, and shall be signed by the bidder or an authorized representative, including address. By submission of a proposal on the separate forms provided by the Owner, the bidder attests that the bidder has obtained a complete set of the Contract Documents and is aware of its entire contents, including any addenda. Bidder is required to provide a complete bid on all schedules listed in Section 00310, **BID SCHEDULE**.

Bids shall be delivered to the Owner at the above address before the time set for the opening of bids as provided in Section 00010, **NOTICE INVITING BIDS**.

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

2.0 BID PRICES

Bid prices shall include everything necessary for the completion of construction and fulfillment of the contract. Bid prices shall include all federal, state and local taxes including sales and use taxes. Costs for developing, submitting, and presenting bids are the sole responsibility of the bidder and claims for reimbursement will not be accepted by the Owner.

If the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern, and the correct product of the unit price and the estimate quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule does not equal the total amounts quoted, the individual item amounts shall govern and the correct total shall be deemed to be the amount of the bid.

3.0 BIDDER'S EXPERIENCE AND QUALIFICATIONS

All Bidders must complete and submit with their Bid Section 00420, **CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS**. Failure to provide this information with the Bid may render the Bid non-responsive and may be the basis for rejection of the Bid and/or may result in a determination that the Bidder and/or listed Specialty Subcontractor is not a responsible Bidder for the Project. The information furnished will be reviewed to determine if the Bidder is qualified and responsible to be awarded the Contract.

4.0 BID IRREGULARITIES

Each bid and the information requested shall be enclosed in a sealed envelope and labeled as specified herein. Bidders are warned against making erasures or alterations of any kind, and bids which contain omissions, erasures, or irregularities of any kind may be rejected. No oral, telegraphic, facsimile, or telephonic bids or modifications will be considered. The District may waive minor bid discrepancies in its sole discretion.

5.0 MODIFICATION OF BID

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

6.0 SUBCONTRACTORS AND MAJOR SUPPLIERS

In accordance with California Public Contracting Code Section 4100, et. seq., each bid shall have listed in Section 00430, **DESIGNATION OF SUBCONTRACTORS**, the name, type or trade, Contractor license number valid in the state of California, portion of work to be performed, and location of the place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement, or of any subcontractor licensed by the State of California who, under

subcontract to the bidder, will specifically fabricate and install a portion of the work or improvement according to detailed drawings contained in the Contract Documents, in an amount in excess of one-half of one percent of the bidder's total bid or \$10,000, whichever is greater.

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

In accordance with California Labor Code 1771 and 1725.5, all listed subcontractors must be registered with the Department of Industrial Relations. An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

1. The subcontractor is registered prior to the bid opening.
2. Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.
3. The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

Failure by a subcontractor to be registered to perform public work as required by Labor Code 1771.1, subdivision (a) 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.

7.0 BID GUARANTY BOND AND CONTRACT AWARD

Bids shall be accompanied by a bidder's bond executed by an admitted surety in an amount not less than ten (10) percent of the aggregate of the Bid Price, payable to the order of the Owner. The bond shall be a guarantee that the successful bidder, if awarded the work, will within fifteen (15) days after notice of its award to the successful bidder: (1) enter into a contract, (2) furnish a bond of faithful performance and a payment bond, (3) furnish insurance policies and endorsements and (4) prior to issuance of the final project payment the successful bidder must submit a warranty or maintenance bond. In case of refusal or failure to enter into the Contract, the bid guaranty bond, as the case may be, shall be forfeited to the Owner, the proceeds therefrom being hereby agreed upon as liquidated damages to the Owner on account of the delay in the execution of the Contract and required bonds and the performance of the work thereunder, and the necessity of accepting a higher or less desirable bid resulting from such failure or refusal to execute the Contract and the bonds as required.

If Owner awards a contract, Award of the Contract will be made to the lowest responsive, responsible bidder complying with these instructions, the Section 00010, **NOTICE INVITING BIDS**, and such other pertinent provisions of the Contract Documents as may apply WITHIN THE TIME PERIOD SPECIFIED IN Section 00010, **NOTICE INVITING BIDS**. If award is made, it will be based on the lowest responsive, responsible bid whose base bid as listed in Section 00300, **BID FORM**, yields the lowest total Contract Price. The District, however, reserves the right to reject any or all bids, and to waive any informality in bids received.

8.0 CONTRACTOR'S LICENSE

Each bidder shall be licensed in accordance with the provisions of the Contractors License Law of California as stipulated in Section 00010, **NOTICE INVITING BIDS**.

9.0 NOT USED

10.0 WORK PERCENTAGES

The Contractor shall perform with its own organization no less than fifty percent (50%) of the work based on the Contract Bid Amount.

11.0 COLLUSION

If the Owner has reason to believe that collusion exists among bidders, the Owner will reject the bids of the known participants in such collusion and may, at its option, require that all bidders certify under penalty of perjury, that no collusion has occurred or exists. The Owner also, at its option, may reject all bids received. In accordance with Public Contract Code Section 7106 the Contractor shall complete and file with its proposal the Non-Collusion Affidavit in Section 00480. Public Contract Code Section 7106 requires that the affidavit must be duly sworn.

12.0 INTERPRETATIONS

No oral representations or interpretations will be made to any bidder as to the meaning of the Contract Documents. Requests for an interpretation shall be made in writing and delivered to the individual specified in Section 00010, Notice Inviting Bids, at least seven (7) days before the bids are opened as provided in Section 00010, **NOTICE INVITING BIDS**.

13.0 SAFETY COMPLIANCE

The Owner requires that the Contractor 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. Each Bidder shall certify under penalty of perjury that it will provide evidence that it can comply with the required mandatory Safety Programs delineated in the Affidavit of Safety Compliance contained in Specification Section 00490.

If the Bidder does not submit an Affidavit of Safety Compliance prior to award, the Bid may be deemed non-responsive or the Bidder deemed a non-responsible Bidder and be disqualified.

14.0 WITHDRAWAL OF BID

In accordance with Public Contract Code 5103, within five (5) days after the opening of bids, a bidder may be permitted to withdraw its bid providing the bidder can establish to the Owner's satisfaction that a mistake was made in preparing the bid. A bidder desiring to withdraw shall give written notice to the Owner, specifying, in detail, how the mistake occurred and how the mistake made the bid 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 BID PROTEST

Any Bid protest must be submitted in writing to the Project Engineer before 4:30 p.m. on the fifth (5th) business day following Bid opening.

- A. The initial protest document must contain a complete statement of the basis for the protest, and all supporting documentation.
- B. The party filing the protest must have actually submitted a Bid for the Work. A subcontractor of a party submitting a Bid for the Work may not submit a Bid protest. A party may not rely on the Bid protest submitted by another Bidder, but must timely pursue its own protest.
- C. The protest must refer to the specific portion of the bid document which forms the basis for the protest.
- D. The protest must include the name, address and telephone number of the person representing the protesting party.
- E. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- F. The District will give the Bidder that is the subject of the protest five (5) business days after the receipt of the protest to submit a written response. The responding Bidder shall transmit the response to the protesting Bidder concurrent with delivery to the Owner.
- G. The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of Bid protest. All protests and responses received after the time set forth herein will be rejected. The Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.
- H. If a protest is mailed, the protesting Bidder bears the risk of non-delivery within the required time period. Protests should be transmitted by Certified Mail-Return Receipt Requested or by other means with objectively establish the date of receipt by the District.
- H. If the Owner determines that a protest is frivolous, the protesting bidder may be determined to be non-responsible and that bidder may be determined to be ineligible for future contract awards.

16.0 OTHER NOTARIZED AFFIDAVITS REQUIRED WITH BID

The submitting of a bid shall be considered an acknowledgement on the part of the Bidder of familiarity with conditions at the site of the Work. The Bidder further acknowledges that the site examination has provided adequate and sufficient information related to existing

conditions which may affect cost, progress or performance of the Work.

All Bidders shall submit affidavits, duly sworn and notarized, as presented in Section 00440, **PROJECT SITE VISIT AFFIDAVIT**, that they have visited and familiarized themselves with the Project Site.

The submitting of a bid shall be considered an acknowledgment on the part of the Bidder of familiarity with the Project, and its coordination requirements with this Contract's Work.

17.0 BIDDERS CHECKLIST

A checklist has been prepared and furnished to aid Bidders in including all necessary supporting information with their bid. Bidders' submittals should include, but are not limited to, the following:

<u>Item</u>	<u>Checked</u>
1. Bid Form (Section 00300)	_____
2. Bid Schedule (Section 00310)	_____
3. Bid Bond (Section 00410)	_____
4. Certification of Bidder's Experience and Qualifications (Section 00420)	_____
5. List of Subcontractors (Section 00430)	_____
6. Site Visit Affidavit (Section 00440)	_____
7. Plan Holder's Registration Form (Section 000100)	_____
8. Non-Collusion Affidavit (Section 00480)	_____
9. Affidavit of Safety Compliance (Section 00490)	_____

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

SECTION 00300

BID FORM

To the:

Date: _____

Soquel Creek Water District
Attn: Skyler Murphy
5180 Soquel Dr, Soquel CA 95073

Name of Bidder: _____

Business
Address: _____

The undersigned as bidder declares that it has purchased a complete set of the Project Manual and carefully examined the location of the proposed work, the Contract Documents, and the plans and specifications therein referred to, and the bidder proposes and agrees if this proposal is accepted, that it will contract with the District and hereby proposes to furnish all labor, materials, necessary machinery, tools, apparatus, and other means of construction and services, and do all the work specified in the Contract Documents in the manner and time hereinafter set forth required for the construction of the work involved in the improvements designated as:

CWO 20-4520

TEMPORARY TRAILER SITE IMPROVEMENTS

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

<u>Addendum No.</u>	<u>Dated</u>	<u>Acknowledged</u>	<u>Signature</u>
1			
2			
3			

The bidder proposes and agrees to contract with the District to perform all the above work, including subsidiary obligations as defined in said specifications for the prices indicated in Section 00310, **BID SCHEDULE**.

Further in submitting its bid, the undersigned Bidder understands and agrees that the Total Base Bid amount is determined by the sum total of all bid item amounts in the Bid Schedule with respect to the unit bid item amounts. Bid Items include all work as defined in Section 01000-3.0, **MEASUREMENT AND PAYMENT**. No base bid items will be excluded from the awarded contract. If award is made, it will be based on the lowest responsive, responsible bid whose Total Base Bid yields the lowest Contract Price. The Bid prices shall remain valid until Award of the Contract.

Only one contract will be awarded.

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

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

The undersigned has checked carefully all the above figures 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. In case of an inconsistency or conflict between the item prices and the total submitted by the bidder, the item prices shall govern.

The undersigned understands that the District reserves the sole right to reject any or all bids and to waive any informality in any bid in accordance with California law. Award will be made, if any, 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 the Award period time as specified in Section 00010, **NOTICE INVITING BIDS**, except as allowed in Public Contract Code 5103.

Enclosed herewith is a (certified cashier's check, bond) for not less than ten (10) percent of the total amount of this proposal. The undersigned agrees that in case of its default in executing the Contract or furnishing the necessary bonds and insurance policies and other required documents within **ten (10)** days after notice of the Award to the successful Bidder, the said check or bond and the money payable thereon shall be forfeited to and remain the property of the District, as liquidated damages without proof of loss within ten (10) days of notice of default by District. In the event Bidder provides the District with a Proposal Guaranty Bond, it shall be on the form enclosed herewith in Section 00410, **BIDDER'S BOND**, and be issued by a corporate Surety. The corporate Surety shall be authorized to conduct business in California. At its discretion, the District may request that a certified copy of the Certificate of Authority of the Surety issued by the Insurance Commissioner of the State of California be submitted by the Surety to the District. At its discretion, the District may also require the Surety to provide copies of its most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code. The Bond and the corporate Surety will be reviewed and approved by the District's counsel in accordance with applicable law.

In accordance with the Specifications, the undersigned further agrees to so plan the Work and to prosecute it with such diligence that said Work shall be commenced within ten (10) days after the date of issuance of the Notice to Proceed and shall be completed within the time specified in Section 00500-2, **Time Allowed for Completion**.

The undersigned agrees, if awarded the Contract, that there shall be paid by the undersigned and by all subcontractors under him, to all laborers, workers and mechanics employed in the execution of such Contract or any subcontract thereunder, 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 available on-line at www.dir.ca.gov/DLSR/PWD. It shall be mandatory upon the Contractor to whom the Work is awarded and upon any subcontractor under the Contractor to pay not less than said specified rates to all workers employed by them in the execution of the Work. Said prevailing rate of per diem wages will be made available to any interested party upon request, and a copy thereof shall be posted at the job site by the Contractor.

The representations made herein, including the bidder's licensing information hereinafter furnished, are made under penalty of perjury. The undersigned understands that any bid not containing said licensing information, or containing any information which is subsequently proven false, may be considered non-responsive, and may be rejected by the District and/or be a basis for determining the bidder not responsible or eligible to perform the project.

Signed _____
Name _____

Contractor _____
By _____
Title _____

Contr. License No. _____
License Classification _____
Expiration Date _____
Dated _____
Address _____

Telephone _____

DIR Registration Number _____
Registration Date _____
Expiration Date _____

CERTIFICATES. Shall be attached to the bid form and submitted with the bid.

- A. Bids by corporations must be executed in the corporate name by the president, a vice-president, or other corporate officer. Such Bid shall be accompanied by the enclosed Certificate of Authority to sign, attested by the secretary or assistant secretary. The corporate address and state of incorporation must appear below the signature.
- B. Bids by partnerships must be executed in the partnership name and be signed by a managing partner, accompanied by the enclosed Certificate of Authority to sign, and his/her title must appear under the signature and the official address of the partnership must appear below the signature.
- C. Bids by joint venture must be executed in the joint venture name and be signed by a joint venture managing partner, accompanied by the enclosed Certificate of Authority to sign, and his/her title must appear under the signature and the official address of the joint venture must appear below the signature. Additionally, the Bid shall bind all parties to the joint venture.
- D. If the Bid is made by an individual, bidder's name, signature, and post office address must be shown.

Name of Bidder: _____

BID PROPOSAL CERTIFICATE

A. The undersigned represents, warrants and certifies as follows:

Check Applicable Box:

_____[ENTITY] Contractor is a corporation, limited liability company, partnership, or limited partnership duly organized, validly existing and in good standing under the laws of the State of California and has all requisite power and authority to submit this bid and to complete the work in accordance with the Contract Documents if awarded the contract for the work.

_____[INDIVIDUAL] Contractor is an individual who has all requisite power and authority to submit this bid and to complete the work in accordance with the Contract Documents if awarded the contract for the work.

B. The undersigned represents, warrants and certifies to District that all action and other authorizations, resolutions and proceedings required to be taken by or on behalf of Contractor for the authorization, execution, delivery of the bid, the execution of the construction contract and the performance of all work contemplated herein has been taken prior to the delivery of the bid.

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 was executed in _____, California, on _____, 2020.

Contractor Name

By:

Print Name

Title

Name of Bidder _____

SECTION 00310

BID SCHEDULE

CWO 20-4520
TEMPORARY TRAILER SITE IMPROVEMENTS

Base Bid

Item No.	Description	Estimated Quantity	Unit	Total
1	Mobilization/Demobilization (Not more than 5% of the Total Bid)	1	Lump Sum	
2	Demo/Site Prep	1	Lump Sum	
3	Grading	1	Lump Sum	
4	Electrical Trenching	1	Lump Sum	
5	Sewer Lateral and Water Service Line installation	1	Lump Sum	
6	Base rock and Paving	1	Lump Sum	
7	Fencing	1	Lump Sum	
8	Plants and Fence Screening	1	Lump Sum	
9				
10				

Total Base Bid (Items 1 through 8): \$ _____

dollars

_____ dollars
(amount in words)

SECTION 00410

BIDDER'S BOND

We, _____ as

Principal, and _____ as
Surety, are firmly held and bound unto the Soquel Creek Water District, a water special district organized and existing under the laws of the State of California, referred to as the Owner, in the sum of \$_____ (which is a sum not less than ten (10) percent of the amount of the accompanying Bid total) for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by the presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS, the Principal has submitted to the Owner the accompanying Bid in response to a public NOTICE TO BIDDERS dated _____, for the **TEMPORARY TRAILER SITE IMPROVEMENTS, CWO 20-4520**.

NOW, THEREFORE, if the accompanying Bid of the Principal is accepted and award be made by the Owner to the Principal; and if the Principal withdraws said Bid within the period specified in said Bid during which period such bid cannot be withdrawn, or if the Principal shall fail, refuse or neglect for any reason whatsoever within ten (10) calendar days after receipt from the Owner of Notice of Award of the Contract to enter into the Contract with the Owner in accordance with the Principal's Bid and the INSTRUCTIONS TO BIDDERS for said Project, and to give bonds with good and sufficient surety, and to furnish the insurance certificates and endorsements and other required documents as stated in said Bid and the INSTRUCTIONS TO BIDDERS for said Project, then the sum guaranteed by this Bond is forfeited to the Owner.

It is agreed between Principal and Surety that such failure or neglect would result in injury to the Owner which is impracticable or extremely difficult to fix, and that such sum is considered by Principal and Surety as liquidated damages for such injury.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the bid or contract documents for the Project, or to the specifications included in the same, or to the work to be performed thereunder, or to the Notice to Bidders, or to any other documents concerning the Project shall in any way affect Surety's obligation under this bond, and Surety hereby waives notice of any such change, extension of time, alteration or addition to such bid or contract documents.

In the event suit is brought upon this Bond by the Owner and judgment is recovered, the Surety or Sureties shall pay all costs incurred by the Owner in such suit, including attorneys' fees to be fixed by the court.

Date: _____
_____ Company Name

Principal (Authorized Signature)

Address: _____

Date: _____
_____ Surety Name

Surety (Authorized Signature)

Address: _____

SECTION 00420

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

(To Accompany Bid)

The undersigned Bidder certifies that it is, at the time of bidding, 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. Bidder shall further certify that it is skilled and regularly engaged in the general class and type of work called for in the Contract Documents.

The Bidder represents that it is competent, knowledgeable, and has special skills concerning the nature, extent, and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and 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. Bidder 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.

1.0 NOT USED

2.0 COMPANY EXPERIENCE

The Bidder has been engaged in the contracting business, under the present business name for _____ years and has experience in work of a nature similar to this project which extends over a period of _____ years. (At least five (5) years of related experience is preferred).

The Bidder, as a Contractor, has never failed to satisfactorily complete a contract awarded to it, except as follows (attach an explanation for each listed contract). Such listing may be the basis for finding the Contractor non-responsible if the failure to complete the awarded project was determined to be the Contractor's responsibility:

For the District to consider the Bidder properly experienced in work of similar nature to this Project, the Bidder must list at least (3) public works projects completed within the last five (5) years.

Contract values shall be based on final construction costs. For either criteria listed above, the Bidder can include project(s) currently under construction, but only the total amount paid by the District as of three (3) months prior to the Bid date on uncompleted project(s) can be included in the construction volume for purposes of this certification.

Bidder also certifies that Bidder self-performed at least forty percent (40%) 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.

Any projects listed below which are not as defined above will not be considered by the District in meeting this experience requirement. The District reserves the right to exclude any projects listed below that do not demonstrate the Contractor's ability to perform the work associated with this Project. Further, the District reserves the right to accept a Bidder's qualifications that do not meet the experience requirements listed above.

If the Bidder 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:** _____
Project Type: _____
District: _____
General Contractor for Project: _____
Subcontractor for Project (if applicable): _____
Dollar Amount of Bidder's Work: \$ _____
Construction Time: _____ **Calendar Days**
District's Representative: _____
District's Telephone No. & Email: _____
Date of Substantial Completion: _____
Additional Information (Optional): _____

2. **Project Name:** _____
Project Type: _____
District: _____
General Contractor for Project: _____
Subcontractor for Project (if applicable): _____
Dollar Amount of Bidder's Work: \$ _____
Construction Time: _____ **Calendar Days**
District's Representative: _____
District's Telephone No. & Email: _____
Date of Substantial Completion: _____
Additional Information (Optional): _____

3. **Project Name:** _____
Project Type: _____
District: _____
General Contractor for Project: _____
Subcontractor for Project (if applicable): _____

Dollar Amount of Bidder's Work: \$ _____
Construction Time: _____ Calendar Days
District's Representative: _____
District's Telephone No. & Email: _____
Date of Substantial Completion: _____
Additional Information (Optional): _____

4. Project Name: _____
Project Type: _____
District: _____
General Contractor for Project: _____
Subcontractor for Project (if applicable): _____
Dollar Amount of Bidder's Work: \$ _____
Construction Time: _____ Calendar Days
District's Representative: _____
District's Telephone No. & Email: _____
Date of Substantial Completion: _____
Additional Information (Optional): _____

5. Project Name: _____
Project Type: _____
District: _____
General Contractor for Project: _____
Subcontractor for Project (if applicable): _____
Dollar Amount of Bidder's Work: \$ _____
Construction Time: _____ Calendar Days
District's Representative: _____
District's Telephone No. & Email: _____
Date of Substantial Completion: _____
Additional Information (Optional): _____

NOTE: Additional projects may be listed on separate sheets attached to the Bid.

3.0 NOT USED

The undersigned hereby states that all representations regarding the Bidder's Experience and Qualifications are correct and true.

Signed this _____ day of _____, 20_____.

Contractor: _____
(Print or Type Contractor's Legal Name)

Signature: _____

General Engineering Contractor's A License No.: _____

Expiration Date: _____

Address: _____

Telephone Number: _____

Email Address: _____

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

Name of Bidder: _____

SECTION 00430

DESIGNATION OF SUBCONTRACTORS

(To Accompany Bid)

In accordance with California Public Contract Code, Section 4100 et. seq., as amended, the following is submitted concerning subcontractors: Each bidder shall set forth below (a) name and the location of the place of business of each subcontractor who will perform work or labor, fabricate a portion of the work or improvement according to detailed drawings in the project plans, or render service to the Contractor in or about the construction of the work in an amount in excess of one-half (1/2) of one percent (1%) of the Contractor's total bid or \$10,000 whichever is greater; and (b) the portion of the work (type and trade) which will be done by each such subcontractor. If a Contractor fails to specify a subcontractor or, if a contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half (1/2) of one percent (1%) of the contractor's total bid for any portion of the work as above stated, the Contractor agrees that he/she is fully qualified to perform that portion himself/herself, and that the contractor shall perform that portion himself/herself. Subcontractors work for which no subcontractor was designated in the original bid and which is in excess of one-half (1/2) of one percent (1%) of the total contract price, will be allowed only with written consent of the District in accordance with applicable law. The Contractor shall provide to the District the license number of each listed subcontractor within ten (10) days of issuance of the Notice to Proceed.

1. Name of Subcontractor: _____ Subcontractor License No.: _____
Business Location/Address: _____
DIR Registration No.: _____
Registration Date: _____ Expiration Date: _____
Description of Work to Be Performed (Type & Trade):

Amount of Work to Be Performed

2. Name of Subcontractor: _____ Subcontractor License No.: _____
Business Location/Address: _____
DIR Registration No.: _____
Registration Date: _____ Expiration Date: _____
Description of Work to Be Performed (Type & Trade):

Amount of Work to Be Performed

Name of Bidder: _____

3. Name of Subcontractor: _____ Subcontractor License No.: _____
Business Location/Address: _____
DIR Registration No.: _____
Registration Date: _____ Expiration Date: _____
Description of Work to Be Performed (Type & Trade):

Amount of Work to Be Performed

4. Name of Subcontractor: _____ Subcontractor License No.: _____
Business Location/Address: _____
DIR Registration No.: _____
Registration Date: _____ Expiration Date: _____
Description of Work to Be Performed (Type & Trade):

Amount of Work to Be Performed

Additional pages may be attached if more spaces are necessary.

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

Name of Bidder: _____

SECTION 00440

**SITE VISIT AFFIDAVIT
TO BE EXECUTED
BY BIDDER, NOTARIZED AND SUBMITTED WITH BID**

(To Accompany Bid)

State of California)
) ss.
County of _____)

_____, being first duly sworn, deposes and says that he or she is
(Contractor's Authorized Representative)

_____ of _____
(Title of Representative) (Contractor's Legal Name)

the party making the foregoing Bid, has visited the Project site as described in the Contract Documents and has examined and familiarized themselves with the existing conditions, as well as all other conditions relating to the construction which will be performed. The submitting of a Bid shall be considered an acknowledgment on the part of the Bidder of familiarity with conditions at the site of the Work and that the site examination has provided adequate and sufficient information related to existing conditions which may affect cost, progress or performance of the Work.

Signature of Authorized Representative

Type/Print Name of Bidder

Type/Print Representative's Name

Type/Print Title

Date

(Certificate of Acknowledgment to be executed by Notary on following page)

Name of Bidder: _____

CERTIFICATE OF ACKNOWLEDGEMENT

State of California }

ss

}

County of }

On _____ before me _____,

a Notary Public, personally appeared _____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature of Notary

Place Notary Seal Above

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

Name of Bidder: _____

SECTION 00480

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER, NOTARIZED AND SUBMITTED WITH BID
(To Accompany Bid)**

State of California)
County of _____) ss.

_____, being first duly sworn, deposes and says that he or
(Contractor's Authorized Representative)
she is _____ of _____, the party making
(Title of Representative) (Contractor's Name)

the foregoing Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed Contract; that all statements contained in the Bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

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

Signature of Authorized Representative

Type/Print Name of Bidder

Type/Print Representative's Name

Type/Print Title

Date

Public Contract Code Section 7106; Code of Civil Procedure Section 2015.5
(Certificate of Acknowledgment to be executed by Notary on following page)

SECTION 00490

AFFIDAVIT OF SAFETY COMPLIANCE
(To Accompany Bid)

CWO 20-4520
TEMPORARY TRAILER SITE IMPROVEMENTS

The Contractor agrees in accordance with the requirements of Section 01000 - 13.0, Safety, that for purposes of California Labor Code Section 6400 and related provisions of law the Contractor, the Contractor's privities and any other entities acting pursuant to this Contract will be "employers" responsible for furnishing employment and a place of employment that is safe and healthful for the employees, if any, of such entities acting pursuant to this Contract and that the Owner will not be responsible for having hazards corrected and/or removed at the location where the work under the Contract is to be performed.

The Contractor hereby acknowledges the Contractor's safety obligations at the Project worksite. The Contractor shall conduct its operations to eliminate or reduce hazards and risks associated with Contractor's activities, to prevent accidents and injuries, and to prevent property damage. Therefore, the Contractor is fully responsible for and shall be in compliance with all of the most current safety, health and environmental regulations (federal, state and local). Non-compliance with these regulations may result in suspension or termination of work in progress.

The Contractor's Safety Programs must accomplish the foregoing objectives. The Contractor certifies that its Safety Programs comply with and will satisfy these requirements. The Contractor also certifies that each Subcontractor at any tier and other parties engaged in the performance of work on the Project worksite will also comply with and will satisfy these requirements.

Apparent low Bidder must complete and submit Parts A, B, C and D of the attached Contractor Safety Operations Requirements prior to Award by the Owner. The completed forms shall be submitted for the Owner's review with the Contractor's Safety Program prior to award of contract on the Project as required in Section 01000-13.2, Safety Program. The Contractor certifies that it can furnish satisfactory evidence of compliance with the elements identified in the attached Contractor Safety Operations Requirements and the Contractor's Safety Program. The Contractor further acknowledges that its Subcontractors at any tier will provide all Safety Compliance documents to Contractor in accordance with Specification Sections 00490 and 01000-13.7, Safety, prior to commencing work at the site.

Executed On: _____, _____

Signature

Name of Bidder

Name(Print)

Title

Attach a Certificate of Acknowledgement for the Notary to the Affidavit.

CERTIFICATE OF ACKNOWLEDGMENT

State of California	}	
	}	SS
County of	}	

On _____ before me _____,

a Notary Public, personally appeared _____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature of Notary

CONTRACTOR SAFETY OPERATIONS REQUIREMENTS

(To be submitted with Contractor’s Safety Program prior to commencing work)

PART A - Safety Programs

Please indicate below whether your firm has the following written safety programs. If any of the programs listed do not apply to your operations or this project, please make note of this in the “Comments” column. Include any information that you think would be helpful to us in making this assessment. Those programs that are indicated as mandatory must be available for review before commencing work on this project. Other safety programs may be requested if it is later determined that they are applicable to the Project, and as such, must be made available for review upon request, at no additional charge to the Owner.

Program		Do you have a written program?		Program meets Cal/OSHA Criteria		Sub will provide	Have project employees been trained?		Is the training documented?		Comments
		Yes	No	Yes	No		Yes	No	Yes	No	
Mandatory											
YES	Injury and Illness Prevention										
YES	Hazard Communication										
YES	Confined Space Operations										
	Respiratory Protection										
YES	Emergency Response										
YES	Hearing Conservation										
YES	Lockout/Tagout										
YES	New Employee Orientation										
YES	Excavation Safety										
YES	Code of Safe Practices										
YES	Personal Protective Equipment (PPE)										
YES	Drugs/Alcohol										
YES	Traffic Control Safety										
YES	Fall Prevention Plan ⁽¹⁾										

¹ If conventional fall protection measures cannot be used.

PART B - Safety Equipment - Identify what safety equipment will be available and used for this project.

Type	Description/Comments
[] Gas detectors	
[] Ventilation equipment	
[] Approved harnesses and lanyards	
[] Mechanical hoists	
[] Fire extinguishers	
[] First aid kits	
[] Respirators	
[] Hard hats	
[] Hearing protectors	
[] Safety goggles	
[] Steel toed footwear	
[] Hand protection	
[] Fall protection	
[] Confined Space Rescue Equipment	
[]	
[]	
[]	

PART C - Specialized Training and Certification - Identify the areas of specialized training or certification that will have been completed by employees who will be assigned to this project. Be prepared to provide documentation as requested.

[]	CPR/first aid	[]	Confined space operations and rescue	[]	Scaffolding
[]	Fork lift operation	[]	Respirators [] Air-Supplying [] Air-Purifying	[]	Flagging
[]	Cranes/hoists operation	[]	Trenching and shoring competent person	[]	Traffic Control
[]	Heavy equipment operation	[]	Welding	[]	
[]	Powder-actuated tools use	[]	Asbestos abatement	[]	

PART D - Jobsite Safety Practices

1. Name of person who will have responsibility for jobsite safety?

2. Who will be responsible for conducting and documenting accident investigations?

Does your company perform near-miss investigations? _____
Please provide sample copy of investigation forms.

3. How often are jobsite safety audits or inspections performed, _____
and by whom? _____

4. Does the person who is responsible for jobsite safety have authority to take immediate
action to correct unsafe conditions of work practices? _____

5. Who will be designated the competent person for excavation safety on the project?

Provide substantiation of training for the competent person.

6. How often are jobsite tailgate or toolbox safety meetings held? _____

7. Briefly describe how you will ensure that workers comply with safety programs and
Cal/OSHA requirements? _____

8. Does your company have a safety incentive program? _____

If yes, please explain. _____

PART E: Evaluation Worksheet

(FOR USE BY THE OWNER ONLY)

Item	Program is Mandatory	Contractor has Written Program	Contractor States Program meets Cal/OSHA Criteria	Comments
PART A: Safety Programs				
PART B: Safety Equipment				
PART C: Training and Certifications				
PART D: Jobsite Safety Practices				
Responsible Person Named				
Accident Investigations				
Worksite Safety Inspections				
Competent Person				
Safety Meetings				
Compliance With Safety Requirements				
Cal/OSHA Citations/Penalties				
Fatalities				
Safety Incentives				

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

SECTION 00500

AGREEMENT

TEMPORARY TRAILER SITE IMPROVEMENTS; CWO 20-4520

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the SOQUEL CREEK WATER DISTRICT, a public agency (District), and _____, (Contractor), License No. _____;

WITNESSETH:

WHEREAS, Contractor has been awarded the contract for District's Project entitled, "**Temporary Trailer Site Improvements**," and

WHEREAS, Contractor agrees that it shall perform the contract in accordance with the terms and conditions hereinafter set forth;

NOW, THEREFORE, the parties hereto agree as follows:

1. PERFORMANCE OF WORK. Unless otherwise specified, the Contractor shall provide all necessary labor, supervision, services, materials, supplies, tools and equipment to complete the work described in the provisions of the Project specific Plans and Specifications, Agreement, the bid documents and attachments thereto, including all pertinent Sections of said documents (collectively, "Contract Documents") all of which are incorporated by this reference. All work shall be subject to the approval of the District or its authorized representative. Work shall be done in the best workmanship manner, conforming strictly to the provisions of the Contract Documents. The Contractor shall execute the work so as to minimize shutdowns, if any, of the District's operations. Any such shutdowns shall be scheduled with and approved by the District. All materials shall be suitable for the purpose intended and shall be new unless otherwise specified. The Contractor shall continuously keep the premises free from accumulations of waste material and rubbish resulting from construction operations. Prior to Project completion, all surplus material shall be removed and the premises cleaned to the District's satisfaction.

2. TIME OF COMPLETION. Time is of the essence. Work shall be started and performed in accordance with the terms hereof and any applicable specifications and shall be completed on or before the date specified. Substantial Completion of this Project shall be completed within thirty (30) consecutive calendar days from the date established in the Notice to Proceed for the commencement of Contract Time.

3. PRICE, PAYMENT AND DAMAGES FOR DELAY. The price for performing all Work shall be a lump sum fixed price in the amount of [in words] ,[\$xxx,xxx] and include all labor, materials, equipment, tools, consumables, subcontractors, suppliers, permit fees, taxes and any other costs associated in the performance of the Work. Payment by the District shall in no way mean or be construed as approval of the work performed by the Contractor. Final payment shall be made within sixty (60) days after completion of all work, receipt of requested supporting information and a final invoice. Upon request, the Contractor shall provide, prior to final payment, an affidavit that all bills for labor, materials and subcontracted

work incorporated into the Project have been paid and shall submit a certificate relinquishing any and all claims or right of lien or stop notices related to this Project.

For the period of time that any portion of the work remains unfinished after the time fixed for completion in Item 2, TIME OF 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 Two Hundred Fifty Dollars (\$250) per day liquidated damages.

4. CONTRACTOR'S LICENSE. Contractor specifically certifies that it has the appropriate California Contractor license for the work to be completed. Upon the District's request, the Contractor shall immediately provide a certified copy of the Contractor's license.

5. SAFETY. The Contractor shall be solely and completely responsible for conditions on the job site, including the safety of all persons and property during performance of the work. The Contractor shall conform to all Federal, State, and local safety laws, ordinances, codes, and regulations. All safety equipment, including sheeting and shoring, shall be the Contractor's responsibility. These requirements shall apply continuously, and not be limited to normal working hours.

6. SUPERVISION AND CONSTRUCTION PROCEDURES. The Contractor shall supervise and direct the work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and shall coordinate all portions of the work under the contract, including the relations of the various trades to the progress of the work, in accordance with the provisions of the contract documents. The Contractor shall be responsible to the District for the acts and omissions of the Contractor's employees, subcontractors, and their agents and employees, and any other persons performing any of the work under a contract with the Contractor. The Contractor is an independent contractor and nothing in the Contract Documents shall be interpreted to make the Contractor an agent of the District.

7. PROTECTION OF WORK AND PROPERTY. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the District's property from injury or loss arising in connection with this contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the District, and he shall adequately protect adjacent property. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this Contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the District may have the necessary work performed and withhold payment or charge the cost to the Contractor. Contractor shall have the charge and care thereof and shall bear risk of injury or damage to any part of the work by action of the elements, or from any other cause, except injury or damage caused by the District, through and until formal acceptance of the work by the District.

8. COMPLIANCE WITH LAW. In the performance of this Contract, the Contractor shall

comply with all applicable Federal, State, and local laws, rules and regulations. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of California.

9. PREVAILING WAGE. The Contractor agrees to pay all employees, workers, mechanics and laborers on this Project a salary or wage no less than the general prevailing wage or per diem wages. Wage rates are available from the District.

10. APPRENTICES. The Contractor shall comply with Labor Code Section 1777.5 regarding employment of apprentices on public works.

11. PERMITS AND LICENSES. The Contractor shall give all notices and shall procure, pay for and abide by all permits and licenses that may be required to commence, execute and complete the work.

12. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK. The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to: (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, water table, river stages, tides, or similar physical conditions at the site; (4) the conformation and condition of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the District. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the District.

13. MATERIAL AND WORKMANSHIP. Materials, equipment, and articles incorporated into the work shall be new and of quality equal or superior to that specified. When not particularly specified, materials shall be the best of their class or kind. The Contractor shall, if required, submit satisfactory evidence as to the kind and quality of material. All materials shall be delivered so as to insure a speedy and uninterrupted progress of the work. Same shall be stored so as to cause no obstruction and so as to prevent overloading of any portion of the structure on work site, and the Contractor shall be entirely responsible for damage or loss by weather, theft, vandalism, or other cause. The Contractor shall confine all operations (including storage of materials) on District premises to areas authorized or approved by the District.

14. DEFECTIVE WORK. All defective work or materials shall be promptly removed from the premises by the Contractor, whether in place or not, and shall be replaced or renewed in such manner as the District may direct. All materials and workmanship of whatever description shall be subjected to the inspection of, and rejection by, the District if not in conformance with the Contract Documents. The decision of the District is final and conclusive upon the parties. The District shall have the right to order the Contractor to stop any or all work under the contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be

entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to stop work for such cause. If the Contractor does not promptly replace or correct rejected work, the District may either by contract or otherwise, replace or correct the work and deduct the amount to perform the work from the payment due the Contractor; or terminate for default the Contractor's right to proceed.

15. CHANGES. The District shall have the right to make changes as to the nature and extent of the work required by this Agreement by means of a written directive to the Contractor. In accordance with California Public Contract Code Division 2, Part 1, Chapter 7, Section 7104, the Contractor shall notify the District immediately and in writing prior to disturbing unforeseen conditions that the Contractor believes may be a hazardous waste or other conditions that necessitate an adjustment to price or Project completion time. Unforeseen conditions may include: the need for handling and disposal of 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; subsurface or latent physical conditions differing from those indicated; or unusual site conditions that differ significantly from those normally recognized as inherent in work of the character described in this order. Following notification, the District will promptly investigate conditions. If the District finds that conditions materially differ or involve hazardous waste that cause a difference in Contractor's cost, completion time, or performance, the District and Contractor shall negotiate an adjustment to the contract price. Failure to agree upon an adjustment shall not excuse the Contractor from its performance of the work hereunder, as changed by the District. Resolution of construction claims shall be in accordance with California Public Contract Code Article 1.5. Section 20104.

16. AUDIT. The District shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy, completeness, and currency of the cost or pricing data at no additional cost to the District. The Contractor shall make available at its office at all reasonable times the materials described above, for examination, **audit, or reproduction, until 4 years after final payment under this contract.**

17. BOND REQUIREMENTS. If a Performance Bond, Payment Bond, and/or Maintenance Bond are/is required under the Contract Documents for this Project, they shall be in the form described in Sections 00610, 00620, and 00625 of the Contract Documents and the costs thereof included in the Contractor's bid. If requested separately from the Contract Documents for the Project, the Contractor shall file payment and performance bonds with the District which shall be in a form and under terms acceptable to the District and in a sum of not less than one hundred percent of the Contract Amount. The costs for bonds requested separately from this bid shall be reimbursed to the Contractor by the District.

18. GUARANTY. The Contractor guarantees for a period of two (2) years from the date of acceptance of the Project by the District that all work performed hereunder shall be free from defects of workmanship and material. The Contractor agrees to indemnify the District against all losses or damages arising during such period out of or in connection with any such defect(s) and agrees, on notice from the District, to promptly remedy any such defect(s) at the Contractor's sole expense. The District may require that the work be done by another party at the Contractor's expense if the Contractor fails to take prompt remedial actions after receipt of notice. Contractor shall note that warranty requirements in the Technical Specifications may be more restrictive and shall be honored by the Contractor.

19. WAIVER. A waiver or breach of covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving Party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act.

20. TERMINATION. The District may terminate this Contract wholly or in part without prejudice to any other remedy after two (2) days' written notice to the Contractor if the Contractor fails to make progress so as to insure completion of the Project by the completion date specified herein, fails to comply with any provision of this Agreement or becomes insolvent or commits an act of bankruptcy. The District may perform the terminated portion of the work or may have the same performed by another party at the Contractor's expense.

21. ENTIRE AGREEMENT AND ASSIGNMENT. The Contractor shall not assign this Agreement or any of its obligations or any sum due or to become due under this Agreement without prior written approval of the District nor shall the Contractor subcontract any of the work hereunder without such approval. This Agreement and all other of the Contract Documents constitute the entire agreement between the District and the Contractor, superseding any previous agreement or understanding. This Agreement shall be construed neither for nor against any Party, but shall be given a reasonable interpretation in accordance with the plain meaning of its terms and the intent of the Parties. Should any inconsistency occur between the Contractor's bid or any terms and conditions submitted with the bid, or in any other form submitted by the Contractor, this Agreement and all of the other Contract Documents shall prevail. Performance of any part of the work hereunder constitutes acceptance of all terms and conditions of this Agreement and all of the other Contract Documents, irrespective of whether or not the Contractor has expressly acknowledged such terms and conditions. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 2020.

CONTRACTOR

(Type or print Contractor's Name)

Signed By: _____
(Type or print Name)

Title: _____
(Type or print Title)

SOQUEL CREEK WATER DISTRICT

By: _____

ATTEST:

By: _____

*** END OF SECTION ***

SAMPLE

SECTION 00610

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that, WHEREAS, the Board of the Soquel Creek Water District, a public entity of, Santa Cruz County, State of California, and

_____ (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated _____ 20____, and identified as **CWO 20-4520; TEMPORARY TRAILER SITE IMPROVEMENTS** is hereby referred to and made a part hereof; and,

WHEREAS, said Principal 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
_____, duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Soquel Creek Water District, hereinafter called "Owner," in the penal sum of _____ Dollars (\$_____) lawful money of the United States, being not less than one hundred (100) percent of the Contract Amount, for payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these present.

The conditions of this obligation are such that if the above-bound Principal, the Principal's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof 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 Soquel Creek Water District, its officers, agents, employees, and volunteers as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the said Contract, the above obligation in the amount of _____ Dollars, (\$_____), being not less than one hundred (100) percent of the Contract Amount, shall hold good through final acceptance of said Work.

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of this agreement or to the work to be performed thereunder or the specifications accompanying the same, and stipulates and agrees that no such change, extension of time or alteration or addition shall in any way affect Surety's 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 Contract Documents.

IN WITNESS WHEREOF, the above bounded 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 the authority of its governing body.

ATTEST:

Principal Secretary

(SEAL)

Witness as to Principal

Address

Witness to Surety

Address

Principal

By _____

Address

Surety

Address

Telephone

Attorney-in-Fact

If Contractor is partnership, all partners must execute BOND.

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

SECTION 00620

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that, WHEREAS, the Soquel Creek Water District, a public entity of, Santa Cruz County, State of California, has awarded to

_____ hereinafter designated as "Principal"; a Contract for construction of:

TEMPORARY TRAILER SITE IMPROVEMENTS; CWO 20-4520

WHEREAS, said Principal is required to furnish a bond in connection with said Contract, providing that if said Principal, or any of it or its subcontractors, shall fail to pay for any materials, provisions, or other supplies or teams 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, 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 Soquel Creek Water District in the penal sum _____ Dollars, (\$ _____), lawful money of the United States, being not less than one hundred (100) percent of the Contract Amount, 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 or teams 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, as required by the provisions of Act of the Legislature of the State of California entitled "An Act to secure the payment of persons who furnished materials, contractors in the performance of such work and prescribing the duties of certain public officers with respect thereto", approved May 10, 1919, as amended, (Calif. Civil Code Sec. 3247, et seq.), and provided that the persons, companies, or corporations so furnishing said materials, provisions, or other supplies, teams, appliances, or power to be used in, upon for, or about the performance of the work contracted to be executed or performed, or any person, power for or contributing to said Work to be done, or any person who performs work or labor upon same, or any person who supplies both work and materials therefor, shall have complied with the provisions of said Act, then said Surety will pay the same in or to any amount not exceeding the amount herein above set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fee as shall be fixed by the court, awarded and taxed as in the above-mentioned statute provided.

This bond shall inure to the benefit of any and all person named in Section 3181 of the Civil Code of the State of California so as to give a right of action to them or their assignees in any suit brought upon this bond.

This bond is executed and filed to comply with the provisions of the act of Legislature of the State of California as designated in Civil Code Section 3247 to 3252, inclusive, and all amendments thereto.

And the said Surety, for value received, hereby stipulates and agrees to waive the provisions of California Civil Code Section 2819 regarding consent to change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same, and stipulates and agrees that no such change, extension of time or alteration or addition shall in any way affect its obligations on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work, or to the Contract Documents.

In the event the Owner, or its successors or assigns, shall be the prevailing party in an action brought upon this bond, then, in addition to the penal sum hereinabove specified, we agree to pay to the said Owner, or its successors or assigns, a reasonable sum on account of attorney's fees in such action, which sum shall be fixed by the court.

IN WITNESS WHEREOF, the above bounded 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.

ATTEST:

Principal Secretary

(SEAL)

Witness as to Principal

Address

Witness to Surety

Address

Principal

By _____

Address

Surety

Address

Telephone

Attorney-in-Fact

Address

If Contractor is partnership, all partners must execute BOND.

The signature of the Surety on this bond must be acknowledged before a Notary Public.

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

SECTION 00625

MAINTENANCE BOND

**CWO 20-4520
TEMPORARY TRAILER SITE IMPROVEMENTS**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the Board of the Soquel Creek Water District has awarded to _____, (designated at the "PRINCIPAL") a contract for TEMPORARY TRAILER SITE IMPROVEMENTS, CWO 20-4520 which Contract and all of the Contract Documents as defined therein (designated as the "Contract") are hereby made a part hereof; and

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

NOW, THEREFORE, we the PRINCIPAL and the undersigned _____, as surety (designated as "SURETY"), an admitted surety insurer authorized to do business in the State of California, are held and firmly bound unto the Soquel Creek Water District, (designated as the "OBLIGEE"), in the penal sum of _____ (dollars in words), \$_____ (dollars in numbers), lawful money of the United States, being a sum not less than ten percent (10%) of the final Contract Price, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if, during a maintenance period of two (2) years from the date of acceptance by the OBLIGEE of the contracted work, the PRINCIPAL upon receiving written notice of a need for repairs which are directly attributable to defective materials or workmanship, shall diligently take the necessary steps to correct said defects within seven (7) days from the date of said notice, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

If any action shall be brought by the OBLIGEE upon this bond, a reasonable attorney's fee, to be fixed by the Court, shall be and become a part of OBLIGEE's judgment in any such action.

No right of action shall accrue on this bond to, or for the use of, any person or corporation other than the OBLIGEE named herein or the heirs, executors, administrator or successor of the OBLIGEE.

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

(Corporate Seal)

PRINCIPAL

(Acknowledgment)

By: _____

Title: _____

(Corporate Seal)

SURETY

(Acknowledgment)

By: _____
(Attorney-in-fact)

Title: _____

(NOTE TO SURETY COMPANY: A certified copy of unrevoked resolution of authority for the attorney-in-fact must be submitted with and attached to the executed bid bond.)

SECTION 00630

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

**CWO 20-4520
TEMPORARY TRAILER SITE IMPROVEMENTS**

This Escrow Agreement is made and entered into by and between; the Soquel Creek Water District, whose address is 5180 Soquel Dr., Soquel, CA 95073; hereinafter called "Owner", and _____

whose address is _____

hereinafter called "Contractor", and _____

whose address is _____

hereinafter called "Escrow Agent."

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

1. 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 Owner pursuant to the Construction Contract entered into between Owner and Contractor for _____ in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner 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 Owner 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 Owner and Contractor. Securities shall be held in the name of Owner, and shall designate the Contractor as the beneficial Owner.

2. Owner 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.

3. When the Owner 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 Owner pays the Escrow Agent directly.

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, 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 Owner.

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

7. The Owner 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 Owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

8. Upon receipt of written notification from the Owner 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 Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement, and Owner 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 names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On Behalf of Owner:

On Behalf of Contractor:

Title

Title

Name

Name

Signature

Signature

Address

Address

Phone Number

Phone Number

On Behalf of Escrow Agent:

Title

Name

Signature

Address

Phone Number

At the time the Escrow Account is opened, Owner 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.

Owner:

Contractor:

Title

Title

Name

Name

Signature

Signature

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

SECTION 00800

INSURANCE AND INDEMNITY

1.0 CONTRACTOR PROVIDED INSURANCE

The Contractor shall not commence any work on the Project until it obtains, at its own expense, all required insurance. Such insurance shall comply with the District's requirements as to limit, form, and amount. The Contractor shall not permit any subcontractor to commence work on the Project until the same insurance requirements have been met by such subcontractor. The Contractor shall furnish the District with original certificates and amendatory endorsements evidencing coverage required by this section. All certificates and endorsements must be received and approved by the District before work commences.

Companies writing the insurance under this article shall be licensed to do business in the State of California or be permitted to do business under the Surplus Line Law of the State of California. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Contractors shall include all costs for insurance in their Bids.

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

Each insurance policy required by this contract shall be endorsed to state that coverage shall not be canceled, except with notice to the District.

Any failure of the Contractor to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Owner, the Design Consultant and the Construction Manager and their officers, officials, employees, agents or volunteers.

The Contractor shall take out, pay for, and maintain throughout the duration of this Contract and for such additional periods as more specifically required herein the following insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, the Contractor's agents, representatives, employees or subcontractors.

2.0 COMMERCIAL GENERAL LIABILITY, AUTOMOBILE LIABILITY AND EMPLOYER'S LIABILITY INSURANCE

This insurance shall protect the Contractor from claims for bodily injury, personal injury and property damage which may arise because of the nature of the work or from operations under this Contract. The Commercial General Liability Insurance shall be maintained for two (2) years after final completion and shall provide coverage on an occurrence basis.

2.1 ADDITIONAL INSUREDS - The Commercial General Liability and Automobile Policies of insurance shall include as additional insureds or be endorsed to contain the following provisions the District, the Design Consultants and Construction Manager, and their officers, officials, employees, agents and authorized volunteers are to be covered as additional insureds (collectively, "Additional Insureds") as respects: to liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor and or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the District, its officers, officials, employees, agents or volunteers; the Design Consultant, the Construction Manager and each of their partners, officers, officials, employees, agents and volunteers and coverage provided to such additional insured. This policy shall provide coverage to each of the said insureds with respect to said Work. Said policy shall provide primary coverage (at least as broad as ISO CG 20 01 04 13) to the full limit of liability stated in the declarations. Both bodily injury and property damage insurance must be on an occurrence basis, and said policy shall be endorsed to provide that the coverage afforded thereby shall be a primary coverage to the full limits of liability stated in the declarations, and that if the Additional Insureds have other insurance against the loss covered by said policy, the other insurance shall be excess insurance only. Any insurance or self-insurance maintained by the Additional Insureds shall be excess of the Contractor's insurance and shall not contribute with it.

2.2 SCOPE OF COVERAGE – The policy shall provide coverage at least as broad as:

- a. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001 and
- b. Insurance Services Office Form Number CA 0001 covering Auto Liability, Code 1 (any auto).

2.3 AMOUNT OF COVERAGE

- a. Two million dollars (\$2,000,000) per occurrence or the full occurrence limits of the policies available, whichever is greater for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.

Automobile Liability – One million (\$1,000,000) for bodily injury and property damage each accident limit.

2.4 SUBCONTRACTORS – In the event that the Contractor employs other Contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm The bodily injury and property damage liability insurance shall not be deemed to require the Contractor to have its subcontractors named as insureds in the Contractor's policy, but the policy shall protect the Contractor from contingent liability which may arise from operations of its subcontractors.

2.5 INCLUDED COVERAGE - The above Commercial General Liability insurance shall also include the following coverages:

Premises - Operations;

Operation of Automobiles - Owned and Non-owned;

Owner's/Independent Contractors and Contractors Protective - Subcontractors to the Contractor;

Products - Completed Operations;

Personal Injury - False Arrest, Libel, Wrongful Eviction, etc.;

Broad Form Property Damage - Including, to the Maximum Extent Possible, Coverage for the Assumption of Liability Pursuant to Completed Operations;

Separation of Insureds/Cross-Liability Provision;

Duty to Defend all Insureds, including the Additional Insureds ;

Deletion of any Limitation on Coverage for Bodily Injury or Property Damage Arising out of Subsidence or Soil or Earth Movement;

XCU - Explosion, Collapse, Underground Damage; and

Blanket Contractual Liability - Including the Indemnification Agreement as herein stated.

A provision that the annual general aggregate and the products and completed operations annual aggregate shall apply separately to each project for which Contractor provides services away from premises owned by or rented to Contractor.

2.6 UMBRELLA POLICY - At the option of the Contractor, primary limits may be less than required with an Umbrella Policy providing the additional limits needed. This form of insurance will be acceptable provided that the Primary and Umbrella Policies both provide the insurance coverages herein required, including all additional insured requirements. The Umbrella Policy shall be provided on a "following form" basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. Any such umbrella/excess policy must be approved by the Owner and maintain a A.M. Best Rating of no less than A:VII.

2.7 EMPLOYER'S LIABILITY - The policy shall provide for \$1,000,000 per accident for bodily injury or disease.

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

2.9 DEDUCTIBLES - Insurance deductibles or self-insured retentions must be declared

by the Contractor, and such deductibles and retentions shall have the prior written consent from the District. At the election of the District, the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3.0 WORKERS' COMPENSATION INSURANCE

The Contractor shall Provide, during the life of this Contract, workers' compensation insurance for all of the employees engaged in Work under this Contract, on or at the Project site, and, in case any of sublet Work, the Contractor shall require each subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Project site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to his employees in accordance with the provisions of Section 3700 of the Labor Code. The Contractor shall file with the District certificates of its insurance protecting workers and shall provide certificates at any time upon request. Company or companies providing insurance coverage shall be acceptable to the District, if in the form and coverage as set forth in the Contract Documents.

Contractor shall assume the immediate defense of and indemnify and save harmless the District and its officers and employees, agents, and consultants from all claims, loss, damage, injury, and liability of every kind, nature, and description brought by any person employed or used by Contractor, or any subcontractor, to perform the Work under this contract regardless of responsibility or negligence.

4.0 BUILDER'S RISK INSURANCE – NOT USED

5.0 PROOF OF COVERAGE

Before the Notice to Proceed with the Work under this Contract is issued, the Contractor shall furnish the Owner with certificate(s) evidencing issuance of all insurance mentioned herein, copies of the policy declaration or information page(s) and additional insured endorsements. The certificate(s) and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate(s), policy declaration or information page(s), and endorsements are to be received and approved by the Owner before work commences. Such certificates of insurance shall provide that the insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Owner. Contractor shall also provide certificate(s) evidencing renewals of all insurance required herein, at least thirty (30) days prior to the expiration date of any such insurance.

Any deductibles or self-insured retentions must be declared to and approved by the Owner. At the option of the Owner, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, the Design Consultant and the Construction

Manager and their officers, officials, employees, agents and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

In the event of the breach of any provision of this paragraph, or in the event of any notices received which indicates any required insurance coverage will be diminished or canceled, Owner, at its option, may, notwithstanding any other provisions of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

6.0 INDEMNIFICATION

To the fullest extent permitted by Law, the Contractor shall indemnify, defend and hold harmless the Soquel Creek Water District, its governing Board, officers, employees, agents and consultants including, without limitation, the Design Consultant and Construction Manager, and said consultants' respective officers, partners, employees and agents and the (collectively, "Indemnitees") from and against all liability, claims, damages, losses and expenses, including but not limited to attorneys' fees and other litigation costs, arising out of or in any way connected to the performance of the work on the project, provided that any such liability, claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death (including that sustained by Contractor's or Subcontractor's employees), or to injury to or destruction of tangible property (other than the Project itself) including but not limited to the loss of use resulting therefrom. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist.

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

7.0 INJURY OR ILLNESS REPORTS

The Contractor shall furnish the Construction Manager with a copy of the Employer's Report of Injury immediately following any incident requiring the filing of said report during the prosecution of the Work under this Contract. The Contractor shall also furnish the Construction Manager with a copy of the Employer's Report of Injury involving any subcontractor on this Project.

8.0 NOTIFICATION OF INSURANCE COMPANIES

The Contractor shall advise all insurance companies to familiarize themselves with all of the Conditions and provisions of this Contract, and they shall waive the right of special notification of any change or modification of this Contract or of extension of time, or of decreased or increased work, or of the cancellation of the Contract, or of any other act or acts by the Indemnified Parties, under the terms of this Contract, and failure to so notify the aforesaid insurance companies of changes shall in no way relieve the insurance companies of their obligation under this Contract.

9.0 INSURANCE DURING THE GUARANTEE PERIOD

For all work the Contractor or its subcontractors perform during the guarantee period, worker's compensation, and commercial general liability insurance and insurance in the amounts and format required herein, shall remain in force and be maintained for two (2) years after final completion.

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

SECTION 01000

GENERAL REQUIREMENTS

1.0 SUMMARY OF WORK

1.1 DESCRIPTION OF WORK

The work includes some site prep and clean up prior to minimal grading in preparation for compacted base rock and paving work. It also includes a sewer lateral extension, water service line from the meter to hook up location, and electrical trench across an existing parking lot area. After temporary trailer is delivered, a security fence will be installed around the area and some plants in planter boxes will need to be placed around the fence for screening.

1.2 TIME AND SEQUENCE REQUIREMENTS

The Contractor shall include all work described in this section in the Construction Schedule. The sequence and constraints identified in this section shall be followed in the construction of the work. However, alternatives to these sequences and constraints may be submitted by the Contractor for review by the Construction Manager.

- a) The sewer lateral connection cannot be made without the County Sanitation Engineer present.
- b) The fencing and plants shall not be installed until after the temporary trailer has been delivered and placed.

1.3 INFORMATION AVAILABLE TO BIDDERS

Records of subsurface conditions and drawings of some previous projects are available for review with prior arrangements made with the District. Contractors, as Bidders, are expected to make a personal inspection of the site and otherwise satisfy themselves as to the conditions affecting the work as detailed in these Contract Documents. Interpretations of the data provided will be considered the Contractor's own.

1.4 SUBSTANTIAL COMPLETION

Substantial Completion of the Project requires that the following portions of the Work must be operational and ready for the District's continuous use as intended:

- Site clean up and prep area is complete.
- Grading and drainage are complete.
- All utility trenches are complete and functional
- Baserock and paving areas meet specifications
- Site must be fully prepared for Temporary Trailer delivery
- Fence cannot be installed until after trailer is delivered and set in place.

The District shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the District shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the District intends to take possession of or use. However, failure of the District to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The District's possession or use shall not be deemed substantial completion nor an acceptance of any work under the contract. The Contractor will continue to pay for any portion of the utilities which it is using.

Upon Substantial Completion of the Project, the District will issue a Substantial Completion certificate including Punch List items to be completed with 10 days of Substantial Completion. The Punch List shall be defined as a list of unfinished or unsatisfactory work items owed to the Project by the Agreement. Within this Punch List period all as-built documents and other Contract required documents shall be provided to the District. At the completion of the Punch List period all final cleanup work and demobilization work shall be complete.

1.5 WORK HOURS

Normal District working hours are 8:00 a.m. to 5:00 p.m. excluding weekends and District holidays. Construction shall be allowed only between the hours of eight (8:00) a.m. and five (5:00) p.m. on weekdays. When approved in advance by the District, construction may be extended to include weekends and holidays but shall be limited to the hours between nine (9:00) a.m. and five (5:00) p.m. on weekends and holidays, unless otherwise approved by the District in writing. Any 24 hour workday requirements or emergency work must also be approved in advance by the District in writing and comply with all noise ordinances and regulations.

2.0 **TRENCH EXCAVATION**

No trench in public areas shall be left open during periods when the Contractor is not at the site of work; trenches in these areas shall either be backfilled and temporarily paved, where applicable, or covered with steel trench plates as specified in the technical specifications.

The Contractor shall exercise care in all excavations to avoid damage to existing underground facilities. This shall include potholing and hand digging in those areas where underground facilities are known to exist until they have been sufficiently located to avoid damage to the facilities.

The Contractor shall expose all utilities at locations where proposed improvements are shown to cross, at all proposed connections, and at intervals not to exceed 250 linear feet along parallel utilities to ensure maintaining the minimum separations provided for in the Contract Documents. Such explorations shall be performed in advance of construction such that the final location of proposed improvements may be adjusted prior to construction.

Prior to fabrication of any materials, the Contractor shall verify the locations and elevations of existing underground facilities to ensure proper connection and/or clearance.

3.0 MEASUREMENT AND PAYMENT

3.1 DESCRIPTION OF BID ITEMS AND ALTERNATES

BID ITEM 1: Mobilization/Demobilization – Lump Sum

Bid Item 1 lump sum pricing includes full compensation for all mobilization, demobilization, general requirements including safety measures, daily and final clean-up and close-out work. Payment shall be made in accordance with the Schedule of Values and percent complete.

BID ITEM 2: Demo/ Site Prep – Lump Sum

Bid Item 2 lump sum includes cleaning the area of debris, removal and disposal of artificial turf and shrubs that will be in the work zone. Additionally, saw cutting edge of existing AC for cleaner adhesion during paving.

BID ITEM 3: Grading – Lump Sum

Bid Item 3 lump sum includes leveling and grading the site so that all water drains towards the south-east corner. Follow notes on sheet D-4.

BID ITEM 4: Electrical Trenching and Conduit – Lump Sum

Bid Item 4 lump sum includes all details on Fehr Engineering's Electrical drawings and paving note on sheet D-3. Refer to Division Five specifications for electrical trench details.

BID ITEM 5: Sewer Lateral and Water Service Line installation – Lump Sum

Bid item 5 lump sum includes installing the sewer lateral extension and making the connection to the existing lateral that has been identified as viable. Water service line must be either PVC or Polyethylene tubing and follow NSF 61 drinking water standards. Water service line must also have a tee off and hose bib installed just inside the fence line.

BID ITEM 6: Base rock and Paving – Lump Sum

Bid Item 6 lump sum includes all base rock placement, compaction, and paving following the notes on sheet D-2 and D-4. This includes painting the parking stall following Santa Cruz County ADA requirements.

BID ITEM 7: Fencing – Lump Sum

Bid Item 7 lump sum includes installing the chain link fence and wood slats painted dark brown color following the layout on sheet D-2. One man-gate that is ADA compliant must be installed at the walkway and have locking capability using turnkey.

BID ITEM 8: Plants and Fence Screening – Lump Sum

Bid Item 8 lump sum includes procuring and placing three (3) 36" boxed Coast Live Oak Trees. Procuring and planting seven (7) buckwheat plants and eight (8) pineapple guava plants in half wine barrel planters with soil amendment – see notes on sheet D-2.

3.2 CONTRACTOR'S COST BREAKDOWN AND PARTIAL PAYMENTS

For work to be performed for a lump sum amount, the Contractor shall submit a cost breakdown to the District prior to the first payment and within ten (10) days after Notice to

Proceed. The cost breakdown shall not be considered in determining payment or credit for additional or deleted work. The District shall not consider partial payments without an approved Contractor's cost breakdown.

Partial payments will be made monthly based on work accomplished as of a day mutually agreed to by the District and the Contractor. The Contractor shall submit its estimate of the work completed during the prior month and the work completed to date in a format corresponding to the accepted Contractor's Cost Breakdown. Additionally, the Contractor may submit a detailed statement of the Contractor's request for payment of acceptable fabricated and manufactured material and equipment on hand. The Contractor may request payment of seventy-five (75) percent of the actual net cost of these materials.

The request for partial payment will be subject to retention as provided elsewhere in the Contract Documents. Subject to the provisions of this Section, the District shall pay the Contractor within thirty (30) days after receipt of undisputed and properly submitted requests for payment from the Contractor. In accordance with Public Contract Code Section 20104.50, if the District fails to pay an undisputed request for payment within the allotted thirty (30) days, the District shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

The District will deduct from the partial payment and retain, to ensure performance under this Contract five (5) percent of the amount earned until the final payment. The provisions of Public Contract Code Sections 7201, 9203 and 22300 are hereby incorporated herein by reference.

Should stop notices be filed with the District, the District shall withhold the amount claimed for payment until such claims shall have been resolved pursuant to law. At the election of the District, Contractor shall provide, prior to payment, unconditional waivers and release of lien rights, signed by Contractor and each of its subcontractors and materials suppliers, in the form established by law.

3.3 FINAL PAYMENT

After receipt of the last partial payment, but prior to Acceptance of the Work by the District, the Contractor shall send a letter to the District. The letter, pursuant to California Public Contract Code Section 7100, shall state that acceptance of the final payment shall operate as and shall be, a release to the District, 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 completion of all construction the District will take formal action on Acceptance. Final payment will be made in accordance with Section 00500-3.0. In the event of a dispute between the District and the Contractor, the District may, in accordance with the Public Contract Code Section 7107, withhold from the final payment an amount of 150 percent of the disputed amount.

3.4 LIENS OR STOP NOTICES

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the District a complete release of all liens or stop notices arising out of this contract, or receipts in full in lieu thereof and, if required in either

case, an affidavit that so far as he has knowledge or information the releases and receipts include all labor and material for which a lien or stop notice could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the District, to indemnify him against any lien or stop notice. If any lien or stop notice remains unsatisfied after all payments are made, the Contractor shall refund to the District all moneys that the latter may be compelled to pay in discharging such a lien or stop notice, including all costs and reasonable attorney's fees.

3.5 NOTICE OF COMPLETION

Notice of Completion will be recorded by the District upon completion and acceptance of the work. Providing no stop notices have been filed, thirty five (35) days after filing of such Notice of Completion, payment due under the contract will become due to the Contractor and the Project Manager shall so certify to the District authorizing the final payment. Such payment may withhold any reasonable sums payable to Contractor for any work which could not have been completed on said date or that the District may have found defective and ordered to be replaced. Final payment for withholdings will be made when the work is completed and/or defective work replaced.

4.0 SUBMITTALS AND SHOP DRAWINGS

The Contractor shall submit on all materials used.

Including, but not limited to:

- All items listed on Fehr Engineering's Electrical plans
- Electrical Conduit
- PVC Sewer Pipe
- Fittings and Pipe used for Domestic Water connection, including tee and stub up for additional hose bib.
- Base rock
- Asphalt
- Paint for ADA parking stall
- Coast Live Oak, Buckwheat, and Pineapple Guava selections
- Wine barrel planters and soil amendment

5.0 TEMPORARY UTILITIES AND CONTROLS

The Contractor shall be responsible to provide all necessary utilities to complete this project except as noted below:

- a. No exceptions noted.

6.0 ROYALTIES, PATENTS AND TAXES

The Contractor shall pay all royalties and patent fees. The Contractor shall defend all suits and claims for infringement or other violation of any patent right and shall hold the District harmless from loss on account thereof. The Contractor shall pay and shall assume exclusive liability for all taxes levied or assessed on or in connection with its performance of this Contract, whether before or after Acceptance of the Work, including, but not limited to, State and local sales and use taxes, Federal and State payroll taxes or assessments, and excise

taxes. All costs in connection therewith shall be included in the total amount of the Contract Price.

7.0 RECORD DOCUMENTS

The Contractor shall solely dedicate and maintain one (1) set of full size prints as "Record Drawings" and mark thereon the actual work, including any deviations from plan dimensions, elevations or orientations. The Contractor shall solely dedicate and maintain one copy of the Technical Specifications as "Record Specifications" therein indicating actual products used, including manufacturer, model number and options. The Record Drawings and Record Specifications shall be submitted in excellent condition to the District upon completion of the job as a condition of Acceptance of the Project.

8.0 CONSTRUCTION SCHEDULES

8.1 NOT USED

8.2 NOT USED

8.3 NOT USED

8.4 NOT USED

8.5 WEATHER CONDITIONS

Seasonal weather conditions shall be considered in the planning and scheduling of work influenced by high or low ambient temperatures or precipitation to ensure the completion of the Work within the Contract Time. No time extensions will be granted for the Contractor's failure to take into account such weather conditions for the location of the Work and for the period of time in which the Work is to be accomplished.

9.0 MODIFICATION PROCEDURES

9.1 CHANGES IN CONTRACT PRICE

In accordance with Section 00500-15.0, the District without invalidating the Contract and without notice to sureties or insurers may at any time or from time to time, order additions, deletions, or revisions in the Work; these will be authorized by Field Order or Change Order.

The difference in cost of the Work affected by the Field Order and/or Change Order will be added to or deducted from the amount of the Contract Price by a fair and reasonable valuation, which shall be determined in one or more of the following ways as directed by the District:

- a. Where applicable, 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 (in accordance with Section 9-1.03, Force Account Payment, of the State of California, Department of Transportation Standard Specification, July 1992, hereinafter referred to as California State Specification, as modified in Section 01000-9.3, FORCE ACCOUNT PAYMENT) when directed in writing and administered by the District or through its agents or representatives. The term "Engineer" shall mean the "District".

When required by the District, the Contractor shall submit, in the form prescribed by the District, an itemized breakdown with supporting data of the quantities and prices used in computing the value of any change that may be ordered. All Change Orders must be approved by the District in writing before the work can be authorized and the Change Order executed.

When both additions and credits are involved in any one change, the above fixed fees shall be figured on the basis of the net increase, if any, for each area of work, i.e. direct labor, materials, equipment, and subcontractors. To the resulting net increase the amount allowed under Section 01000-9.2b or Section 01000-9.3b shall be added for additional bond and insurance other than labor insurance. The amount of credit to be allowed by the Contractor to the District for any such change which results in a net decrease in cost, if any, for each area of work, that is direct labor, material, equipment, and subcontractors will be the amount of the actual net decrease and a credit of a minimum of five (5) percent markup as a deduction for profit and a maximum credit of two (2) percent for the reduction in bond and insurance. The Contractor shall not claim for anticipated profits on work that may be omitted.

9.2 NEGOTIATED CHANGE ORDERS

Under the methods described in Section 01000-9.1b and 9.1c above, the Contractor shall submit substantiating documentation with an itemized breakdown of Contractor and subcontractor direct costs, including labor, material, equipment rentals, and approved services, pertaining to such ordered work in the form and detail acceptable to the District. The direct costs shall include only the costs described and provided for in Section 01000-9.3. The direct costs 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.

Under the method described in Section 01000-9.1b and 9.1c the maximum percentage which will be allowed for the Contractor's indirect field overhead expenses, indirect home office expenses, and Contractor's profit and risk will be in accordance with California State Specification Section 9-1.04, Force Account Payment with the following modification:

- a. The cost of Bonds and Insurance shall be understood to be included in the mark-up percentage above and no additional payment will be made therefor.

9.3 FORCE ACCOUNT PAYMENT

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. For the work performed, payment will be made in accordance with California State Specification Section 9-1.04, Force Account Payment with the following modification:

- a. Additional Bond and Insurance costs are considered included in the mark-up allowance in the California State Specifications and no additional payment will be made therefor.

Prior to the commencement of force account work, the Contractor shall notify the District of its intent to begin work. Labor, equipment and materials furnished on force account work shall be recorded daily by the Contractor upon report sheets furnished by the Construction Manager to the Contractor. The reports, if found to be correct, shall be signed by both the Contractor and District, or inspector, and a copy of which shall be furnished to the District 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 District do not agree with the labor, equipment and/or materials listed on the Contractor's daily force account report, the Contractor and District, shall sign-off on the items on which they are in agreement. The District 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 notice as provided for in California State Specification 9-1.04, Notice of Potential Claim.

9.4 UNIT PRICE ADJUSTMENTS DUE TO INCREASED OR DECREASED QUANTITIES

The unit prices as stated in the Bid form and as negotiated in Change Orders shall apply to one hundred (100) percent of the quantity indicated to be estimated quantity for the bid item, plus or minus twenty-five (25) percent. Adjustments in unit prices will be made in accordance with Section 4-1.03B, Increased or Decreased Quantities, and 4-1.03C, Changes in Character of Work, of the State of California, Department of Transportation Standard Specifications, July 1992.

9.5 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 comply with the applicable requirements of Section 01000-8.3, TIME IMPACT ANALYSES.

10.0 NOT USED

11.0 PROJECT MANAGER

The District has designated Skyler Murphy as the Project Manager as its representative

during the work. The Project Manager or his or her representative shall have the right to be at the job site during construction to observe the progress of the work and to determine in general if the work is proceeding in accordance with the contract documents. The Project Manager or his or her representative shall not be responsible for means, methods, techniques, sequences, or procedures of construction nor for safety precautions and programs in connection with the work, nor will he be responsible for the Contractor's failure to carry out the work in accordance with the contract documents.

The Project Manager or his or her designee, shall, at all times, have safe access to the work and may conduct inspections or testing. District inspections and tests are for the sole benefit of the District and do not: a) relieve the Contractor of responsibility for providing adequate quality control measures; b) relieve the Contractor of responsibility for damage to or loss of the material before acceptance; c) constitute or imply acceptance; d) or affect the continuing rights of the District after acceptance of the completed work latent defects, gross mistakes, fraud or the District's rights under any warranty or guarantee. The presence or absence of a District inspector does not relieve the Contractor from any Contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the District's written authorization.

12.0 EXISTING UTILITIES

The location of known existing utilities and pipelines are shown on the Plans in their approximate locations. However, nothing herein shall be deemed to require the District to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the project can be inferred from the presence of other visible facilities, such as buildings, cleanouts, meter and junction boxes, on or adjacent to the site of the Project.

It shall be the Contractor's responsibility to determine the exact location and depth of all utilities, including service connections, which have been marked by the respective utility owners and which the Contractor believes may affect or be affected by the Contractor's operations. The Contractor shall not be entitled to additional compensation nor time extensions for work necessary to avoid interferences nor for repair to damaged utilities if the Contractor does not expose all such existing utilities as required by this section. The locating of utilities shall be in conformance with Government Code Section 4216 *et seq.*

13.0 SAFETY

13.1 Contractor's Safety Responsibility - The Contractor shall be solely and completely responsible for conditions of the jobsite, including safety of all persons and property during performance of the Work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), the California Occupational Safety and Health Act (CalOSHA), and all other applicable Federal, State, County, and local laws, ordinances, codes, including but not limited to the requirements set forth below, and any regulations that may be detailed in other parts of these Contract Documents. In the event of conflicting requirements, the most stringent requirement as it pertains to the Contractor's safety responsibility, shall be followed by the Contractor.

No provision of the Contract Documents shall act to make the Owner, the Construction

Manager, Design Consultant or any other party than the Contractor responsible for safety. The Contractor agrees that for purposes of California Labor Code Section 6400 and related provisions of law the Contractor, the Contractor's privities and any other entities acting pursuant to this contract will be "employers" responsible for furnishing employment and a place of employment that is safe and healthful for the employees, if any, of such entities acting pursuant to this contract and that neither the Owner nor the Construction Manager, Design Consultant or their respective officers, officials, employees, agents or volunteers or other authorized representatives will be responsible for having hazards corrected and /or removed at the location(s) where the work is to be performed.

The Contractor agrees that neither the Owner nor the Construction Manager, Design Consultant or their respective officers, officials, employees, agents or volunteers or other authorized representatives will be responsible for taking steps to protect the Contractor's employees from such hazards, or for instructing the Contractor's employees to recognize such hazards or to avoid the associated dangers. The Contractor agrees that with respect to the work to be performed under this contract and the location(s) where such work is to be performed, the Contractor will be responsible for not creating hazards, and for having hazards corrected and/or removed.

The Contractor agrees that through the safety obligations contained in this contract and the Contractor's own inspection of the site(s) where the contract work is to be performed, the Contractor is aware and has been notified of the hazards to which the Contractor's employees may be exposed in the performance of contract work. The Contractor has taken and/or will take appropriate, feasible steps to protect the Contractor's employees from such hazards, and has instructed and/or will instruct its employees to recognize such hazards and how to avoid the associated dangers.

The Contractor agrees that neither the Owner nor the Construction Manager, Design Consultant or their respective officers, officials, employees, agents or volunteers or other authorized representatives will be "employers" pursuant to California Labor Code Section 6400 and related provisions of law with respect to the Contractor, the Contractor's privities or other entities acting pursuant to this contract.

The Contractor shall indemnify, defend and hold Owner and Construction Manager, Design Consultant and their respective officers, officials, employees, agents and volunteers or other authorized representatives harmless to the full extent permitted by law concerning liability related to the Contractor's safety obligations in accordance with Section 00800 - 2.1.6, Indemnification.

If death, serious or minor injuries, or serious or minor damages are caused, the accident shall be reported immediately by telephone or messenger to both the Construction Manager and the Owner. In addition, the Contractor shall furnish the Construction Manager with a copy of the Employer's Report of Injury immediately following any incident requiring the filing of said report during the prosecution of the Work under this Contract. The Contractor shall also furnish the Construction Manager with a copy of the Employer's Report of Injury involving any subcontractors on this Project. 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. The Owner reserves the right to jointly participate in the investigative process with Contractor or conduct its own independent investigation.

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 Manager, giving full details of the claim.

13.2 Safety Program - The Contractor shall establish, implement, and maintain a written injury prevention program as required by Cal/OSHA Title 8, Section 1509 and Labor Code Section 6401.7. Before beginning the Work, the Contractor shall prepare and file with the Construction Manager a written Contractor Safety Program that provides for the implementation of all of the Contractor's safety responsibilities in connection with the Work at the Project site. The coordination of that program and its associated procedures and precautions with safety programs, precautions and procedures of each of its subcontractors and other Contractors performing work at the Project site. The Contractor shall be solely responsible for initiating, maintaining, monitoring, coordinating, and supervising all safety programs, precautions, and procedures in connection with the Work and for coordinating its programs, precautions, and procedures of the other contractors and subcontractors performing the Work at the Project site. The Safety Program should contain all the necessary elements for the Contractor to administer its program on the Project site. At a minimum, this written Safety Program shall address the elements required by Cal/OSHA Title 8, Section 1509 and Labor Code Section 6401.7.

The Contractor shall maintain a Drug-Free workplace policy within the Project site for the safety of its employees, the Owner's, Construction Manager's, and Design Consultant's employees and the public. At the time of execution of an Agreement with the Owner, the Contractor shall provide the Owner with certification, as provided in Section 00458, CERTIFICATION OF DRUG-FREE WORKPLACE REQUIREMENTS, which the Contractor maintains, and will maintain for the duration of the Agreement, a Drug-Free workplace policy at the Construction site. The Drug-Free workplace policy shall be posted on the Construction site. The Contractor shall notify the Construction Manager of any criminal drug statute violation occurring on the site not later than five (5) days after the Contractor becomes aware of such violation.

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

13.3 Safety Supervisor - The Contractor shall appoint an employee as safety supervisor who is qualified and authorized to supervise and enforce compliance with the Safety Program. The Contractor shall notify the Construction Manager in writing prior to the commencement of work of the name of the person who will act as the Contractor's Safety Supervisor and furnish the safety supervisor's resume to the Construction Manager.

The Contractor will, through and with its Safety Supervisor, ensure that all of its employees and its subcontractors of any tier, fully comply with the Project Safety Policies. The Safety Supervisor shall be a full-time employee of the Contractor whose responsibility shall be for supervising compliance with applicable safety requirements on the Project site and for developing and implementing safety training classes for all job personnel. The Owner shall have the authority to require removal of the Contractor's Safety Supervisor if the representative is judged to be improperly or inadequately performing the duties; however,

this authority shall not in any way affect the Contractor's sole responsibility for performing this work safely, nor shall it impose any obligation upon the Owner to ensure the Contractor performs its work safely.

13.4 Safety and Protection - The Contractor shall take all necessary precautions to prevent damage, injury, and loss to:

- All employees on the Project, employees of all subcontractors, and other persons and organizations who may be affected thereby;
- All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
- Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, wetlands, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction, even if not shown on the Contract Drawings.

The Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground facilities and utility districts when prosecution of the Work may affect them and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor, supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by the Contractor, and the Contractor shall be responsible for any direct or indirect costs resulting from such damage, injury or loss.

13.5 Excavation Safety - In accordance with the provisions of Section 6705 of the Labor Code, the Contractor shall submit, in advance of excavation of any trench or trenches five (5) feet or more in depth, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plans vary from the shoring system standards set forth in the Construction Safety Orders of the Division of Industrial Safety in Title 8, Subchapter 4, Article 6, California Code of Regulations, the plans shall be prepared and signed by a registered civil or structural engineer employed by the Contractor, and all costs therefor shall be included in the price named in the Contract for completion of the work as set forth in the Contract Documents. Nothing in this section shall be deemed to allow the use of a shoring, bracing, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this section shall be construed to impose a tort liability on the Owner, the Design Consultant, the Construction Manager, nor any of their officers, officials, employees, agents, consultants or volunteers. The Owner's review of the Contractor's excavation plan is only for general conformance to the Construction Safety Orders.

Prior to commencing any excavation, the Contractor shall designate in writing to the Construction Manager the "competent person(s)" with the authority and responsibilities designated in the Construction Safety Orders.

13.6 Safety Emergencies - In emergencies affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, the Contractor, without special instruction or authorization from the Construction Manager, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Construction Manager prompt written notice if the Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby.

13.7 Safety Violations - Should the Contractor fail to correct an unsafe condition, the Owner shall have the right to notify the Contractor through the Construction Manager that an unsafe condition may exist and must be corrected or the work in question can be stopped in accordance with Section 00700-6.6, Suspension of Work until the condition is corrected to the satisfaction of the Owner. No extension of time or additional compensation will be granted as a result of any stop order so issued. The notification and suspension of such work or the failure to provide such notification and suspension by the Owner shall not relieve the Contractor of its sole responsibility and liability for safety and the correction of any unsafe conditions.

The Owner shall have the authority to require the removal from the project of any worker and the foreman and/or superintendent in responsible charge of the work where safety violations occur.

13.8 Equipment Safety Provisions - The completed Work shall include all necessary permanent safety devices, such as machinery guards and similar safety items, required by the State and Federal (OSHA) industrial authorities and applicable local and national codes. Further, any features of the Work, including Owner-selected equipment, subject to such safety regulations shall be fabricated, furnished, and installed in compliance with these requirements. All equipment furnished shall be grounded and provided guards and protection as required by safety codes. Where vapor-tight or explosion-proof electrical installation is required by safety codes, this shall be provided. Contractors and manufacturers of equipment shall be held responsible for compliance with the requirements included herein. The Contractor shall notify all equipment suppliers and subcontractors of the provisions of this paragraph.

13.9 Confined Spaces – The Project requires work in confined spaces and requires compliance with CAL/OSHA and Federal OSHA requirements. Confined spaces for the purposes of this section shall be as defined by the Division of Industrial Safety. Notwithstanding any classifications relative to the Tunnel Safety Orders, work within confined spaces of this project is subject to the definitions and applicable provisions of Section 5156 et. seq., Title 8, Division 1, Chapter 4, Subchapter 7, Group 16, Article 108 of California Code of Regulations.

Entry into existing “permit” confined spaces as defined by OSHA shall be allowed only in compliance with a confined space entry permit program by the Contractor that meets the requirements of CAL/OSHA Section 5157. While the Owner has identified certain existing facilities as confined spaces other confined spaces may exist on the Project. It shall be the responsibility of the Contractor to identify and classify these confined spaces.

Sources of ignition, including smoking, shall be prohibited in any confined space, including open-cut trenches of any depth.

It is anticipated that the Contractor may encounter hazardous conditions within these confined spaces which include, but are not limited to the following:

- A. Exposure to hydrogen sulfide, methane, carbon dioxide and other gases and vapors commonly found in municipal sewers which could have or has the potential of having Immediate Danger to Life or Health Conditions (IDLH).
- B. Exposure to atmosphere containing insufficient oxygen to support human life.
- C. Exposure to combustible, flammable and/or explosive atmosphere.
- D. Exposure to sewage which may contain bacteriological, chemical and other constituents harmful to humans.
- E. Work in conditions where engulfment or entrapment may occur.
- F. Work in environments which may be slippery and/or have uneven work surfaces.
- G. Work in structures which have limited and/or restricted access and egress.
- H. Work in structures where workers may trip, slip and/or fall several feet.

13.10 Construction Activity Permits - The Contractor must submit a copy of its respective current DOSH permit before beginning work on any the following construction activities:

- A. Construction of trenches or excavations which are five feet or deeper and into which a person is required to descend.
- B. Construction of any building, structure, scaffolding or falsework more than three stories high or the equivalent height (36 feet).
- C. Demolition of any building or structure, or dismantling of scaffolding or falsework more than three stories high or the equivalent height (36 feet).
- D. Erection or dismantling of vertical shoring systems more than three stories high, or the equivalent height (36 feet).

13.11 Public Safety and Convenience – In accordance with the provisions of Section 6500 of the Labor Code the Contractor shall conduct his work so as to ensure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the Work and to ensure the protection of persons and property. No road or street shall be closed to the public except with the permission of the Construction Manager and the proper governmental authority. Fire hydrants on or adjacent to the Work shall be accessible to firefighting equipment. Temporary provisions shall be made by the Contractor to ensure the use of sidewalks, private and public driveways and proper functioning of gutters, sewer inlets, drainage ditches and culverts, irrigation ditches and natural water courses. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend the Owner, the Construction Manager, the Design Consultant, and all of their officers, officials, employees, agents, volunteers, and servants from any and all liability, including attorneys' fees and costs of litigation, arising from any failure to comply with this section by Contractor or its privities.

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

SECTION 01090

REFERENCES

1.0 CODES AND STANDARDS

Whenever reference is made to a code or standard, it means the latest edition in effect the date that the Contract Documents are dated, unless otherwise noted. Where codes, standards and reference documents are referred to in the Contract Documents, the Contractor may submit a written request to the Construction Manager for assistance in locating such documents. Within three days of receipt of such request, the Construction Manager or the Design Consultant will notify the Contractor as to where the document(s) can be reviewed.

2.0 DEFINITIONS OF WORDS AND TERMS

Where used in the project manual, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine and feminine of the words and terms.

Acceptance. Formal action of the District's Board of Directors in determining that the Contractor's work has been completed in accordance with the Contract Documents and in notifying the Contractor in writing of the acceptability of the Work.

Acts of God. "Acts of God" shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude of 3.5 on the Richter scale and tidal waves.

Addenda. Supplemental written specifications or drawings issued prior to bid submittal which modify or interpret the project manual by addition, deletion, clarification, or corrections.

Agreement. The written document covering the performance of the Work as more fully described in the Contract Documents.

Bid. Offer of a bidder submitted on the prescribed form setting forth prices of the work to be performed.

Bidder. Individual, partnership, corporation, or a combination thereof, includes joint venturers offering a bid to perform the work.

City. The word "City" refers to the City of Capitola, the governing body of which is termed the City Council.

Clarification Letter. A Clarification Letter is issued by the Construction Manager to address the clarification of Contract issues raised by the Construction Manager, Design Consultant or Owner.

Completion. The word completion shall indicate substantial completion. See Substantial Completion.

Construction Manager. The person designated, in writing, by the Owner to act as its representative at the construction site and to perform construction inspection services and administrative functions relating to this Contract. All contact by the Contractor with the Owner shall be through the Construction Manager.

Construction Schedule. A plan of construction progress conforming to the requirements of Specification Section 01000-8.0, **CONSTRUCTION SCHEDULES**

Contract Change Order. A written order to the Contractor, covering changes in the plans or specification quantities, or both, and establishing the basis of payment and time adjustments for the work affected by the changes. Also referred to as a Change Order.

Contract Documents. The words "Contract Documents" shall mean any or all of the following items, as applicable:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Form and Bid Schedule
- Designation of Subcontractors
- Bidder's Bond
- Agreement
- Performance Bond
- Payment Bond
- Workers' Compensation Insurance Certification
- Insurance Endorsements
- Non-Collusion Affidavit
- General Conditions
- Supplementary General Conditions
- General Requirements
- Technical Specifications
- Drawings
- Addenda, if any
- Executed Change Orders, if any
- Field Orders, if any
- Notice to Proceed
- Permits
- Geotechnical Baseline Report
- Geotechnical Data Report
- Appendices

Each of these items is to be considered by reference as part of the Contract Documents, also referred to as Contract.

Contract Price (also referred to as Contract Amount). The amount payable to the Contractor

under the terms and conditions of the Contract based on the price given on the bidding schedule, with adjustments made in accordance with the Contract. The base amount given in the bidding schedule shall be either a lump sum bid or the summation of the unit price bids multiplied by the estimated quantities set forth in the bid form.

Contract Time. Number of calendar days stated in the Contract for the completion of the Work.

Contractor. The individual partnership, corporation, or combination thereof including joint venturers who enter into the Contract with the Owner for the performance of the Work. The term covers subcontractors, subtier subcontractors, consultants, equipment and material suppliers, and their employees.

Contractor's Plant and Equipment. Equipment, material, supplies, and all other items, except labor, brought onto the site by the Contractor to carry out the Work, but not to be incorporated in the Work.

Corrective Work Item List. List of incomplete items of work, incomplete administrative requirements and items of work which are not in conformance with the Contract, prepared by the Construction Manager and issued to the Contractor as an attachment to the response to the Contractor's notification of Substantial Completion.

County. The word "County" refers to the County of Santa Cruz, the governing body of which is termed the Board of Supervisors. The term may be used interchangeably to refer to the County of Santa Cruz Department of Public Works.

Critical Path. The Critical Path is defined as the longest continuous path of activities in a network logic diagram with the least amount of total float.

Days. The word "Days" shall mean calendar days, including legal holidays, Saturdays and Sundays, unless specifically noted otherwise.

Defective Work. Whenever used shall be understood to mean workmanship, materials, equipment, or tools furnished by the Contractor which, in the opinion of the District or Engineer, do not conform to the Contract Documents or are otherwise unsatisfactory.

Design Consultant. The engineer or architect designated by the Owner to have design control over the Work or a specified portion of the Work, acting either directly or through duly authorized representatives. Such representatives shall act within the scope of the particular duties delegated to them. The Design Consultant may also furnish inspection services as provided by the Contract.

Dimension. "Dimension" shall mean those measurements used to define the size of a material, structure, or space. In all cases relating to materials, dimension shall mean the *nominal* dimension of that material as normally found, used, or defined in related industry specifications.

District. The word "District" refers to the Soquel Creek Water District, the governing body of

which is termed the Board of Directors.

Drawings. Also referred to as "Plans". That part of the Contract Documents consisting of the graphical and technical requirements of the Contract as included on the plan sheets.

Engineer. Engineer shall refer to either the Construction Manager or Design Consultant based on their roles as defined in their separate contracts with the Owner.

Favorable Review. "Favorable Review" means that the person or entity acting on behalf of the Owner has reviewed a proposal or submittal and found it acceptable as to the aspects for which review was sought. "Favorable Review" does not imply any approval of deviations from the Contract Documents, which can only be made by formal Field Directive, Field Order, or Contract Change Order.

Field Directive. Written documentation of the actions of the Owner or Construction Manager in directing the Contractor. Also referred to as a Directive.

Field Order. A written instruction given to the Contractor authorizing work that is a change to the scope of work carried out on a time and material basis.

Final Inspection List. List of materials, equipment, workmanship, or administrative requirements which are not in conformance with the Contract. The list shall be prepared by the Construction Manager and submitted to the Contractor following the Contractor's notice of completion of the Work, including all items on the Punch List.

Float. Float or "total float" shall be defined as provided in the Associated General Contractors of America "CPM in Construction, A Manual for General Contractors".

Furnish. To deliver to the job site or other specified location any item, equipment or material.

General Requirements. Sections 01000, **GENERAL REQUIREMENTS**, which form the part of the Contract Documents representing the general clauses that establish how the Project is to be administered.

Herein. Refers to information presented in the Contract Documents.

Holidays. Legal holidays shall include the following holidays designated by the Owner: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day.

Inspector. Inspector shall mean the person(s), firm(s), or agency(ies) employed by the District to perform inspection during construction of the Work, under the direction of the Construction Manager. It shall also mean any representative of the District who will perform inspections of the Work for code compliance and quality assurance reporting in addition to those inspections performed by the Engineer. Said inspector may be the Construction Manager or may be another representative of the District.

Install. Placing, erecting, or constructing complete in place any item, equipment, or material.

May. Whenever used, “may” is permissive.

Notice of Award. Notice of Award shall mean the written notice issued by Owner to Contractor that the Contract was awarded by the board. The Notice of Award requires that the Contractor shall execute a written Agreement and required supplementary documents and submit them to the Owner within ten (10) days after the Contractor’s receipt of the Notice of Award.

Notice to Proceed. Notice to Proceed shall mean the written notice issued by Owner to Contractor authorizing him to proceed with the work and establishing the date of commencement of the Contract Time. Notice to Proceed may or may not include separate dates establishing the date of commencement of the submittal process.

Owner. The word "Owner" shall have the same meaning as the term “District”.

Owner’s Representative. The person designated in writing by the Owner to act as its agent on specified matters relating to this Contract. The Owner’s Representative is employee of the Owner who has been designated to represent the Owner. The Owner’s Representative may or may not also serve in the role of Construction Manager.

Paragraph. For reference or citation purposes, a paragraph shall refer to the paragraph, or paragraphs, called out by paragraph number and alphanumeric designator.

Person. The term, person, includes firms, companies, corporations, partnerships, and joint ventures and any other form of a business entity.

Plans. See “Drawings”.

Project. The undertaking to be performed under the provisions of the Contract Documents.

Provide. Furnish and install, complete in place.

Punch List. List of incomplete items of Work, incomplete administrative requirements and items of Work which are not in conformance with the Contract, prepared by the Construction Manager and issued to the Contractor as an attachment to the Certificate of Substantial Completion.

Request for Information. Also referred to as “Request for Clarification”. A Request for Information (RFI) is issued by the Contractor to the Construction Manager to request resolution of a question on a Contract issue. A RFI is not to be used for request for material/equipment substitutions or value engineering/cost reduction incentive proposals.

Shall. Refers to mandatory actions entered into by the Contractor or the Owner as a covenant with the other party to do or to perform the action.

Shown. Refers to information presented on the drawings, with or without reference to the drawings.

Specifications. That part of the Contract Documents consisting of written descriptions of the technical features of materials, equipment, constructions systems, standards, and workmanship.

Specify. Refers to information described, shown, noted or presented in any manner in any part of the contract.

State of California Specifications. The State of California Department of Transportation Standard Specifications in effect at the date of Notice Inviting Bids, Section 00010. Also referred to as State Standard Specifications and Caltrans Standard Specifications.

Subcontractor. A subcontractor is a person or entity who has a direct contract with the Contractor or a subtier subcontractor who has a direct contract with a subcontractor to perform any of the Work associated with the Project. The term subcontractor means a subcontractor or subcontractor's authorized representative. The term subcontractor, does not include any separate contractor or any separate contractor's subcontractors.

Submittals. The information which is specified for submission to the Construction Manager in accordance with the Contract Documents.

Substantial Completion. Sufficient completion of the project or the portion thereof to permit a utilization of the Project or portion, not only that the work be sufficiently completed to permit utilization, but also that the Owner can effectively utilize the substantially completed work. Determination of substantial completion is solely at the discretion of the Owner. Substantial completion does not mean complete in accordance with the Contract nor shall substantial completion of all or any part of the project entitle the Contractor to Acceptance under the Contract.

Substantial Completion Date. Date when the Owner puts into service, the Project, or that portion of the Project that has been determined to be substantially complete.

Sub-subcontractor. A sub-subcontractor is a person or entity who has a direct or indirect contract with a subcontractor to perform any of the Work associated with the Project. The term sub-subcontractor means a sub-subcontractor or an authorized representative thereof, also referred to as subtier-subcontractor.

Supplier. Any person, firm, corporation, or organization who supplies materials or equipment for the Work, including that fabricated to a special design, and may also be a Subcontractor or a Sub-Subcontractor.

Surety. The person, firm, corporation, or organization that joins with the Contractor in assuming the liability for the faithful performance of the Work and for the payment of all obligations pertaining to the Work in accordance with the Contract Documents by issuing the Bonds required by the Contract Documents or by law.

Travelled Way. That portion of any roadway or driveway, public or private, readily accessible to vehicular traffic. The travelled way shall include but not be limited to, paved surfaces between curbs, shoulders, unpaved access roads, and an area ten (10) feet in width adjacent to roadways not otherwise closed or obstructed to vehicular traffic.

Will. See definition of "Shall".

Work. The labor, materials, equipment, supplies, services, and other items necessary for the execution, completion and fulfillment of the Contract.

Work Day. Any day except Saturday, Sunday, and legal holidays.

3.0 ABBREVIATIONS

Whenever the following terms are used, the intent and meaning shall be as follows:

Abbreviation Stands For

AASHTO	American Association of State and Highway and Transportation Officials
AAMA	Architectural Aluminum Manufacturers Association
ABMA	American Boiler Manufacturers Association
ACI	American Concrete Institute
ADC	Air Diffusion Council
AGA	American Gas Association
AGMA	American Gear Manufacturers Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AMCA	Air Moving and Conditioning Association
ANSI	American National Standard Institute (formerly United States of America Standards Institute)
APA	American Plywood Association
API	American Petroleum Institute
AREA	American Railway Engineers Association
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Construction Managers
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing and Materials
AWPA	American Wood-Preserver's Association
AWS	American Welding Society
AWWA	American Water Works Association
CAGI	Compressed Air and Gas Institute CAL/OSHA State of California Department of Industrial Relations, Division of Industrial Safety
Caltrans	California Department of Transportation
CBM	Certified Ballast Manufacturers
CBR	California Bearing Ratio
CEQA	California Environmental Quality Act
CISPI	Cast Iron Soil Pipe Institute
CMAA	Crane Manufacturers Association of America
CPSC	Consumer Products Safety Commission
CRA	California Redwood Association
CRSI	Concrete Reinforcing Steel Institute

DFPA	Douglas Fir Plywood Association
EIA	Electronic Industries Association
EPA	U.S. Environmental Protection Agency
ETL	Electronic Testing Laboratory
FM	Factory Mutual Insurance Company
FPS	Fluid Power Society
FS	Federal Specifications
GO 95	General Order No. 95, California Public Utilities Commission Rules for Overhead Electric Line Construction
HI	Hydraulic Institute
HMI	Hoist Manufacturers Institute
IAPMO	International Association of Plumbing and Mechanical Officials
IBR	Institute of Boiler and Radiator Manufacturers
ICBO	International Conference of Building Officials
IEEE	Institute of Electrical and Electronic Engineers
IES	Illuminating Engineering Society
IPCE	International Power Cable Engineers Association
ISA	Instrument Society of America
ISO	International Organization for Standardization
MSS	Manufacturer's Standardization Society
NAAMM	National Association of Architectural Metal Manufacturers
NBS	National Bureau of Standards
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NSF	NSF International (formerly National Sanitation Foundation)
NWMA	National Woodwork Manufacturers Association
OSHA	Occupational Safety and Health Administration
PCMAC	Prestressed Concrete Manufacturers Association of California
SCWD	Santa Cruz Water Department
SCCSD	Santa Cruz County Sanitation District
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SSPC	Structural Steel Painting Council TCA Tile Council of America
SqCWD	Soquel Creek Water District
UBC	Uniform Building Code
UFC	Uniform Fire Code
UPC	Uniform Plumbing Code
UL	Underwriters Laboratories
WCLIB	West Coast Lumber Inspection Bureau
WIC	Woodwork Institute of California

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