

**AGREEMENT FOR ON-CALL WELL MAINTENANCE AND REPAIR SERVICES
BY INDEPENDENT CONTRACTOR
PROJECT DIR # _____**

THIS AGREEMENT FOR ON-CALL WELL MAINTENANCE AND REPAIR SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of **October 1, 2026**, by and between the MISSION SPRINGS WATER DISTRICT, a County Water District (“DISTRICT”) whose address is 66575 Second Street, Desert Hot Springs, CA 92240, California, and **Layne Christensen Company**, a California corporation whose address is **1717 West Park Ave., Redlands, CA 92373** (“CONTRACTOR”).

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. DISTRICT desires to engage CONTRACTOR to provide the following services: on-call well, booster, and related facility maintenance, repair, and emergency services on an as-needed basis; and

B. CONTRACTOR has made a proposal (“Proposal”) to the DISTRICT to provide such services, which Proposal is attached hereto as **Exhibit “A”** and incorporated herein by this reference; and

C. CONTRACTOR represents that it has examined and is fully familiar with all of the provisions of the Agreement; that it has satisfied itself as to the nature and location of all Services (defined below), the general and local conditions to be encountered in the performance of any Services, and all other matters which can in any way affect the Services or the cost thereof; and

D. CONTRACTOR agrees to provide such Services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to DISTRICT that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services; and

E. The parties acknowledge that some or all of the Services may constitute “public works” or “maintenance” under California Labor Code section 1720 et seq.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, DISTRICT and CONTRACTOR agree as follows:

1. **Term of Agreement.** This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate on **June 30, 2027**, unless

extended by the parties with the approval of the General Manager or Board of Directors of the DISTRICT.

2. Services to be Performed. CONTRACTOR agrees to provide on-call maintenance, repair, and emergency services (“Services”) as requested by DISTRICT and contained within the Proposal. All Services shall be authorized through written task orders (“Task Orders”) issued by the DISTRICT. Each Task Order shall describe the scope of work, schedule, and compensation. CONTRACTOR shall not perform any Services without prior written authorization from DISTRICT. CONTRACTOR designates **Mark Howard** as CONTRACTOR’S representative(s) responsible for overseeing the Services provided by CONTRACTOR. DISTRICT designates the District General Manager, or his or her designee, to act as the Project Manager (“Project Manager”) in connection with the delivery of Services under this Agreement. CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and supplies necessary to perform Services.

2.01. Task Orders. DISTRICT shall issue Task Orders on an as-needed basis. For each Task Order, CONTRACTOR shall submit a written cost proposal, which shall include, at a minimum, labor, materials, subcontractors, and a proposed schedule for completion. No Task Order shall be binding, and CONTRACTOR shall not commence any work thereunder, unless and until the Task Order has been approved in writing by the DISTRICT. DISTRICT makes no representation or guarantee that CONTRACTOR will receive any minimum amount of work under this Agreement.

2.02. In addition to the requirements set forth in this Agreement, all Services performed pursuant to any Task Order shall be subject to, and CONTRACTOR shall comply with, the General Conditions, Special Conditions, and bond requirements applicable to the Work. The General Conditions and Special Conditions are attached hereto as Exhibit “C” and incorporated herein by this reference.

Each Task Order issued under this Agreement shall expressly incorporate the terms of this Agreement and Exhibit “C”. Additionally, CONTRACTOR agrees that all work performed under any Task Order shall be governed by, and performed in accordance with, such provisions, whether or not expressly restated in the Task Order.

Without limiting the foregoing, CONTRACTOR shall comply with all requirements relating to performance bonds, payment bonds, maintenance bonds, and any other security required by the DISTRICT pursuant to Section 12 of this Agreement. In the event of any conflict between the terms of a Task Order and the General Conditions, Special Conditions, or bond requirements, the more stringent provision, as determined by DISTRICT, shall control.

3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’S sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the prior written consent of DISTRICT. CONTRACTOR shall require all subcontractors to comply with all applicable provisions of this Agreement, including prevailing wage, insurance, and indemnity obligations.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the DISTRICT. This Agreement is a time-and-materials, on-call contract. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by DISTRICT to CONTRACTOR under this Agreement shall not exceed the amount of \$200,000.00. Each Task Order issued pursuant to this Agreement may include its own not-to-exceed amount, which shall not be exceeded without prior written approval of the DISTRICT.

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the DISTRICT, in writing. CONTRACTOR shall not exceed any not-to-exceed amount established in an approved Task Order without the prior written approval of the DISTRICT.

4.03 CONTRACTOR shall submit to DISTRICT, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. Invoices shall reference the applicable Task Order. DISTRICT may withhold payment for: (i) defective work, (ii) non-compliance with prevailing wage laws, or (iii) incomplete or unauthorized work. The DISTRICT shall not be obligated to pay any invoice for services that are submitted more than sixty (60) days after the date such services were provided. DISTRICT shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to DISTRICT's:

- a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If DISTRICT determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, DISTRICT shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, DISTRICT shall pay such invoice within thirty (30) days of its receipt, or as reasonably soon after required certified payroll information is submitted to the DISTRICT, if applicable. Should DISTRICT dispute any portion of any invoice, DISTRICT shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

4.05 DISTRICT may withhold retention from progress payments on a Task Order basis where appropriate. Retention shall not exceed five percent (5%) of the amount payable under the applicable Task Order, unless a higher percentage is permitted by

applicable law. Retention shall be released upon satisfactory completion and acceptance of the applicable Task Order, and if a Notice of Completion is recorded for such Task Order, in accordance with applicable law governing the release of retention. Retention, if any, shall be administered separately for each Task Order.

4.06 Stop Notices. CONTRACTOR acknowledges that DISTRICT may withhold funds otherwise due or to become due to CONTRACTOR in response to any stop notice, bonded stop notice, or other lawful claim made in accordance with California Civil Code. DISTRICT shall be entitled to withhold such amounts as required by law or as reasonably necessary to satisfy such claim. CONTRACTOR shall be solely responsible for resolving any such claim, and DISTRICT shall have no obligation to make payment to CONTRACTOR for amounts subject to such withholding until the claim is released, discharged, or otherwise resolved to the satisfaction of DISTRICT in accordance with applicable law.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. All Services shall be performed in accordance with applicable industry standards and in a good and workmanlike manner. In the event that the terms of the Proposal shall conflict with the terms of this Agreement or contain additional terms that purport to bind the DISTRICT other than for the Services to be rendered and the hourly rate for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers. CONTRACTOR shall perform the Services subject to the direction, control, and approval of DISTRICT as set forth in this Agreement and applicable Task Orders.

5.03 CONTRACTOR shall keep DISTRICT informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by DISTRICT, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend, and hold harmless DISTRICT for any claims, costs, losses, fees, penalties, interest, or damages suffered by DISTRICT resulting from CONTRACTOR's failure to comply with this provision.

5.05 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event DISTRICT is required to obtain an approval or permit

from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.06 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.07 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPERS retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the DISTRICT and shall be subject to the DISTRICT's advance written approval.

5.08 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.09 CONTRACTOR shall keep itself informed concerning and shall render all Services hereunder in accordance with all ordinances, resolutions, statutes, rule, and regulations of the DISTRICT and any federal, state or local governmental entity having jurisdiction in effect at the time service is rendered.

5.10 In the performance of this Agreement the CONTRACTOR shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply. DISTRICT shall have the right to suspend all or any portion of the Services upon written or verbal notice if DISTRICT reasonably determines that unsafe conditions or non-compliance with applicable laws or regulations exists. CONTRACTOR shall promptly correct any such conditions at its sole cost and expense. Any delay or cost resulting from such suspension attributable to CONTRACTOR'S failure to comply with this Section shall be borne solely by CONTRACTOR.

5.11 By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (i) has thoroughly investigated and considered the scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of Services hereunder. Should the CONTRACTOR discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder,

CONTRACTOR shall immediately inform the DISTRICT of such fact and shall not proceed except at CONTRACTOR's sole risk until written instructions are received from the Project Manager.

CONTRACTOR warrants all Services shall be performed in a good and workmanlike manner, in accordance with applicable industry standards, and shall be free from defective or faulty workmanship and materials. CONTRACTOR agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Services, whichever is later) after the date of final acceptance, CONTRACTOR shall within ten (10) days after being notified in writing by the DISTRICT of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at CONTRACTOR's sole cost and expense. CONTRACTOR shall act sooner as requested by the DISTRICT in response to an emergency. In addition, CONTRACTOR shall, at its sole cost and expense, repair and replace any portions of the Services (or work of other contractors) damaged by CONTRACTOR's defective Services or which becomes damaged in the course of repairing or replacing defective Services. For any Services so corrected, CONTRACTOR's obligation hereunder to correct defective Services shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Services. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of CONTRACTOR.

In the event that CONTRACTOR fails to fulfil its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the DISTRICT, the DISTRICT shall have the right to correct and replace any defective or non-conforming Services and any work damaged by such services or the replacement or correction thereof at CONTRACTOR's sole expense. CONTRACTOR shall be obligated to fully reimburse the DISTRICT for any expenses incurred hereunder upon demand. This provision may be waived if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

Payment to CONTRACTOR for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by CONTRACTOR.

5.12 Time is of the essence with respect to each Task Order issued under this Agreement.

5.13 CONTRACTOR shall be available on a 24-hour basis and shall respond to emergency service requests within two (2) hours unless otherwise approved by DISTRICT.

6. Insurance.

CONTRACTOR shall procure and maintain for the duration of this Agreement the following insurance coverage relating to the services provided under this Agreement by the

CONTRACTOR.

a. Commercial General Liability (CGL) - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to DISTRICT), or the general aggregate limit shall be twice the required occurrence limit.

b. Automobile Liability - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if CONTRACTOR has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.

c. Workers' Compensation Insurance - as required by the State of California, with statutory limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

d. Verification of Coverage – CONTRACTOR shall furnish the DISTRICT with certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause copies of which are attached hereto as **Exhibit "B"**. All certificates and endorsements are to be received and approved by the DISTRICT before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages. CONTRACTOR shall provide new certificates of insurance prior to the expiration of any existing certificate of insurance.

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

f. Required Provisions –

- Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the DISTRICT.

- CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein and provide proof of such insurance to DISTRICT, if requested. CONTRACTOR shall ensure that DISTRICT its directors, officers, employees, contractors, subcontractors and authorized volunteers are an additional insured on Commercial General Liability Coverage (at least as broad as ISO Form CG 20 10 10 01). CONTRACTOR shall

provide certificates of insurance to DISTRICT as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by DISTRICT's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with DISTRICT at all times during the term of this contract. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time

- **Waiver of Subrogation:** The insurer(s) shall agree to waive all rights of subrogation against the DISTRICT, its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of the policy which arise from work performed by the named insured for the DISTRICT; but this provision applies regardless of whether or not the DISTRICT has received a waiver of subrogation from the insurer. Sole proprietors with no employees, LLCs, or partnerships who do not carry workers' compensation acknowledge that they are not subject to the Workers' Compensation Act of the State of California and agree to complete a signed workers compensation exemption form.

- The liability coverage shall give DISTRICT, its directors, officers, employees (collectively the DISTRICT), and authorized volunteers insured status (via ISO endorsement at least as broad as CG 20 10 10 01 or CG 20 10 07 04 specifically naming the DISTRICT, its directors, officers, employees, or authorized volunteers; or using the language that states "as required by written contract."

- **Primary Coverage:** For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 with respects to DISTRICT, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by DISTRICT, DISTRICT's directors, officers, employees and authorized volunteers shall be excess of the CONTRATOR's insurance and shall not contribute with it.

- All coverage is to be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent.

- The coverage shall contain no special limitations on the scope of protection afforded to DISTRICT, its directors, officers, employees, or authorized volunteers. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

- If any of the required coverages expire or are cancelled during the term of this agreement, the CONTRACTOR shall deliver the renewal certificate(s) to DISTRICT at least ten (10) days prior to the expiration or cancellation date and shall obtain replacement insurance with the same coverage prior to such expiration.

- Self-Insurance is not acceptable or permitted for any insurance coverage required under this Agreement.

- Self-Insured Retentions - Self-insured retentions must be declared to and approved by the DISTRICT in writing. The DISTRICT may require the CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or DISTRICT.

7. Indemnification.

7.01 CONTRACTOR and DISTRICT agree that DISTRICT, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to DISTRICT. CONTRACTOR acknowledges that DISTRICT would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect DISTRICT as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless DISTRICT, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by DISTRICT, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of DISTRICT. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by DISTRICT.

b. Without affecting the rights of DISTRICT under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless DISTRICT as set forth above for liability attributable solely to the fault of DISTRICT, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

8. Additional Services, Changes and Deletions.

8.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the Project Manager of the DISTRICT, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the

scope of this Agreement or authorized by the DISTRICT in writing.

8.02 CONTRACTOR shall promptly advise the Project Manager and as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the DISTRICT and/or Board of Directors.

9. Termination of Agreement.

9.01 Notwithstanding any other provision of this Agreement, DISTRICT, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving thirty (30) days' written notice to CONTRACTOR.

9.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to DISTRICT all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to DISTRICT.

10. Status of CONTRACTOR.

10.01 CONTRACTOR shall perform the Services as an independent contractor, subject to the direction and requirements of this Agreement and applicable Task Orders. CONTRACTOR shall regularly confer with DISTRICT's Project Manager as provided for in this Agreement.

10.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to DISTRICT's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. Furthermore, CONTRACTOR expressly waives any claim CONTRACTOR may have to any such rights. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

10.03 CONTRACTOR hereby specifically represents and warrants to DISTRICT that it possesses the qualifications, experience, personnel, and resources necessary to perform the Services under this Agreement in a competent and workmanlike manner, without the advice or direction of DISTRICT and that the Services to be rendered pursuant to this Agreement shall be performed faithfully, competently and to the best of CONTRACTOR'S ability, experience and talent. CONTRACTOR covenants that it shall follow the standards set forth in this Agreement, including Section 5.01, and that all materials and workmanship shall be of good quality and fit for their intended purpose. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to

this Agreement.

10.04 Prevailing Wages.

A. To the extent applicable, each Task Order is subject to the State of California "Prevailing Wage Rates". Each applicable Task Order is subject to the requirements of California Labor Code Section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. In accordance with provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes applicable to the particular craft, classification, or type of workers employed on the work. The wage determinations shall be included in the Proposal. All pertinent wage determinations shall be posted on the jobsite. If federal funding is included in the project, the higher of the State and Federal wage rates shall be used.

B. Pursuant to Labor Code sections 1725.5 and 1771.1, no contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations (DIR) as a Public Works Contractor for contracts awarded on/after April 1, 2015. General Contractors shall ensure all subcontractors executing work under the contract are properly registered with DIR and maintain active registration throughout the duration of the Project. All public works contractors and subcontractors to furnish Certified Payrolls and related records to the Agency's representative and shall also furnish electronic certified payroll records directly to the Labor Commissioner using the DLSE's online portal.

C. As a condition of payment, CONTRACTOR shall timely submit all required certified payroll records and related documentation. DISTRICT may withhold any portion of a payment, including the full amount, if CONTRACTOR fails to comply with prevailing wage or DIR requirements.

D. CONTRACTOR shall comply with all applicable apprenticeship requirements set forth in California Labor Code sections 1777.5 and 1777.6, including the employment of properly registered apprentices and payment of required apprenticeship contributions. CONTRACTOR shall ensure that all subcontractors also comply with such requirements. CONTRACTOR shall maintain and submit all required apprenticeship documentation upon request. DISTRICT may withhold payments or take other appropriate action for failure to comply with this Section.

10.05 CONTRACTOR shall comply with the provisions of the Labor Code of the State of California. CONTRACTOR shall defend, indemnify and hold the DISTRICT, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with applicable prevailing wage laws.

10.06 CONTRACTOR shall have no authority to bind DISTRICT in any manner,

or to incur any obligation, debt or liability of any kind on behalf of or against DISTRICT, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by DISTRICT. CONTRACTOR shall not at any time or in any manner represent that CONTRACTOR or any of CONTRACTOR's officers, employees, or agents are in any manner officials, officers, employees or agents of DISTRICT.

11. Ownership of Documents; Audit.

11.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the DISTRICT shall become the sole property of DISTRICT, and CONTRACTOR shall promptly deliver all such materials to DISTRICT upon request. At DISTRICT's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to DISTRICT upon request, at no cost to DISTRICT.

11.02 Subject to applicable federal and state laws, rules and regulations, DISTRICT shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not use such data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of DISTRICT.

11.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all-time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid, and expenses reimbursed. At any time during normal business hours and as often as DISTRICT may deem necessary, CONTRACTOR shall make available to DISTRICT's agents for examination all of such records and shall permit DISTRICT's agents to audit, examine and reproduce such records.

12. Bond Requirements.

12.01 Purpose. This Section sets forth bonding and related security requirements applicable to the on-call and emergency well, booster, and monitoring well maintenance and repair services to be performed by CONTRACTOR on an as-needed, time-and-materials basis under this Agreement. For purposes of this section, "Surety" means an admitted surety insurer authorized to transact surety business in the State of California. Each bond shall be issued by a Surety admitted in California and acceptable to DISTRICT and shall be on DISTRICT'S then-current bond forms and shall not be subject to any condition, limitation, or modification not expressly approved in writing by DISTRICT. CONTRACTOR shall pay all premiums and costs for required bonds. Bonds are in addition to, and not in limitation of, any other security, insurance, indemnity, or remedy available

to DISTRICT under this Agreement or applicable law.

12.02 Condition Precedent to Work; Delivery of Bonds. As a condition precedent to CONTRACTOR'S commencement of any Services, CONTRACTOR shall deliver to DISTRICT, in form and substance acceptable to DISTRICT, the bonds described in this Section, duly executed by CONTRACTOR as principal and by a Surety. DISTRICT may withhold issuance of any Task Order until all required bonds are received and approved. In the event of emergency Services requiring immediate response to protect public health, safety, or continuity of water operations, DISTRICT may authorize CONTRACTOR to proceed prior to delivery of bonds; provided, however, that CONTRACTOR shall deliver all required bonds within five (5) business days of such authorization, or as otherwise directed by DISTRICT. Failure to timely provide such bonds shall constitute a material breach.

12.03 Performance Bond. CONTRACTOR shall furnish a performance bond guaranteeing faithful performance of all obligations under this Agreement, including completion of all Services authorized by Task Orders issued during the term, in a penal sum equal to one hundred percent (100%) of the total not-to-exceed amount established under this Agreement (the "Performance Bond"). The Performance Bond shall also apply to and secure the performance of all authorized change orders, amendments, and modifications to any Task Order, including increases in scope, time, or compensation. In the event of emergency Services performed prior to issuance of a Task Order or formal amendment, the Performance Bond shall be deemed to apply to such Services once the associated Task Order or written authorization is issued, including any retroactive approvals. The Performance Bond shall remain in full force and effect through final completion and acceptance of all Services authorized under the applicable Task Order and satisfaction of all CONTRACTOR obligations that survive completion (including warranty and indemnity obligations to the extent applicable).

12.04 Payment Bond. CONTRACTOR shall furnish a payment bond guaranteeing payment in full for all labor, services, equipment, and materials furnished for the Services, in a penal sum equal to one hundred percent (100%) of the total not-to-exceed amount (the "Payment Bond"). The Payment Bond shall extend to all labor, materials, and services furnished pursuant to authorized change orders, amendments, and modifications to any Task Order. The Payment Bond shall further apply to emergency Services authorized by DISTRICT, including work performed prior to formal Task Order issuance, provided such work is subsequently documented and approved in writing. The Payment Bond shall be conditioned as required by applicable California law for public works and shall inure to the benefit of claimants as defined by law.

12.05 Maintenance Bond. CONTRACTOR shall furnish a maintenance bond guaranteeing the correction of defective work and warranty obligations arising under this Agreement in a penal sum equal to one hundred percent (100%) of the total not-to-exceed contract amount established under this Agreement (the "Maintenance Bond"). The Maintenance Bond shall remain in effect for the duration of the warranty period set forth in the Maintenance Bond, or such longer period as may be required by applicable law or

manufacturer warranty requirements.

12.06 Maintenance of Bonds. CONTRACTOR shall maintain all required bonds continuously in effect. If any bond is canceled, expires, is materially modified, or becomes insufficient due to an increase in the Task Order's not-to-exceed amount, CONTRACTOR shall immediately notify DISTRICT and, within five (5) business days (or sooner if required to avoid any lapse), deliver replacement or supplemental bonds meeting this Section. Failure to provide or maintain required bonds constitutes a material breach. In addition to any other remedies, DISTRICT may (a) suspend Services, (b) withhold payments otherwise due, and/or (c) terminate this Agreement for default, without waiving any rights against CONTRACTOR or the Surety.

12.07 Notice of Completion. If DISTRICT elects to record a Notice of Completion for any Task Order, final payment, including any retained funds applicable to such Task Order, shall be made in accordance with Section 4.05 of this Agreement, and if a Notice of Completion is recorded, not earlier than thirty-five (35) days after such recordation, as required by applicable law. DISTRICT shall have discretion to determine whether a Notice of Completion is appropriate for a given Task Order, consistent with applicable law and DISTRICT's administrative practices. CONTRACTOR shall cooperate with DISTRICT and promptly provide such information and documentation as may be reasonably required for the preparation and recordation of any Notice of Completion.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for DISTRICT and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of DISTRICT. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with DISTRICT if required by California law and/or the DISTRICT's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County

of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The parties agree that the venue in any litigation between them shall be in Riverside County, California.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the DISTRICT relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the DISTRICT may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the DISTRICT in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by DISTRICT. The DISTRICT, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the DISTRICT with respect to the proposal and award process of this Agreement or any DISTRICT contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any DISTRICT contract has been awarded. CONTRACTOR shall immediately report any attempt by any DISTRICT officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

13.09 Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

13.10 Covenant Against Discrimination. CONTRACTOR covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. CONTRACTOR shall take affirmative action to ensure that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

13.11 Force Majeure. Neither party will be deemed in breach hereunder for any interruption or delay in the performance of its obligations hereunder if the interruption or delay is due to unforeseen events which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, pandemics, or natural disasters, insofar as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or avoid it at a reasonable cost.

13.12 Confidentiality. All information gained or work product produced by CONTRACTOR in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to CONTRACTOR. CONTRACTOR shall not release or disclose any such information or work product to persons or entities other than DISTRICT without prior written authorization from the District General Manager.

CONTRACTOR, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the DISTRICT's Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided CONTRACTOR gives DISTRICT notice of such court order or subpoena.

If CONTRACTOR, or any officer, employee, agent or subcontractor of CONTRACTOR, provides any information or work product in violation of this Agreement, then DISTRICT shall have the right to reimbursement and indemnity from CONTRACTOR for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of CONTRACTOR's conduct.

CONTRACTOR shall promptly notify DISTRICT should CONTRACTOR, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. DISTRICT retains the right, but has no obligation, to represent CONTRACTOR or be present at any deposition, hearing or similar proceeding. CONTRACTOR agrees to cooperate fully with DISTRICT and to provide DISTRICT with the opportunity to review any response to discovery requests provided by CONTRACTOR. However, this right to review any such response does not imply or mean the right by DISTRICT to control, direct, or rewrite said response.

13.13 Waiver. Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by DISTRICT of any work or Services by CONTRACTOR shall not constitute a waiver of any of the provisions of this Agreement.

No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

13.14 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

13.15 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purpose of this Agreement.

13.16 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

13.17 Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified neither party shall be responsible for the service of the other.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above written.

DISTRICT:

MISSION SPRINGS WATER DISTRICT

By: _____

Print
Name _____

Title: _____

Date: _____

CONTRACTOR:

LAYNE CHRISTENSEN COMPANY

By: _____

Print
Name _____

Title: _____

Date: _____

EXHIBIT “A”

SCOPE OF WORK, PROPOSAL, AND FEE SCHEDULE

(insert behind this page)



Project Proposal

Mission Springs Water District On-Call Well Maintenance and Repairs Services

Steve Taylor

LAYNE, A GRANITE COMPANY

1717 West Park Avenue, Redlands, CA, 92373



Steve.Taylor@gcinc.com



909-390-2833



909-390-5540



www.layne.com



May 28, 2026

Mission Springs Water District, 66575 Second
Street, Desert Hot Springs, CA 92240

Proposal for On-Call Well Maintenance and
Repair Services

Dear Selection Committee,

Layne, A Granite Company (Layne), is pleased to submit our proposal to the Mission Springs Water District (District) to provide professional, reliable, and responsive On-Call Well Maintenance and Repair Services. Having reviewed the Request for Proposals (RFP) and the associated contractual and technical specifications, we confirm our full understanding of the constraints, requirements, and community professional standards set forth for this project.

As a premier water infrastructure and drilling contractor in Southern California, Layne possesses the specialized equipment, mechanical capabilities, and hydrogeological expertise required to support the District's network of 13 production wells and nine monitoring wells. We maintain valid, active State of California Class A (General Engineering) and C-57 (Well Drilling) licenses, fulfilling the bidder prerequisites. Layne possesses over a century of corporate experience and extensive localized municipal experience within the Inland Empire and Coachella Valley region, which makes our company an ideal long-term partner for the District.

Our location in Redlands is suited to serve the District's 24-hour routine mobilization benchmark and emergency 2-hour response window. With many rigging configurations, complete in-house machine shop, specialized field diagnostic tools, and trained crews accustomed to prevailing wage and DIR compliance framework requirements, we guarantee safe, meticulous execution on an as-needed, time-and-materials basis.

Layne is prepared to enter into the Contract Services Agreement under the prescribed terms and conditions. I, Steve Taylor II, will be designated as our primary point of contact for the evaluation process. We appreciate this opportunity to compete for your business and demonstrate our capacity to service the District's critical groundwater infrastructure.

Sincerely,

Steve Taylor II
Account Manager II

Layne, A Granite Company
Email: steve.taylor@gcinc.com
Cell: (760) 681-7526
Office: (909) 390-2833



Understanding of the Project & Proposed Approach

1. Introduction & Project Understanding

The Mission Springs Water District (District) relies 100 percent on groundwater extraction to supply safe potable water to approximately 37,600 people and vital sewer services across a 135-square-mile service territory encompassing Desert Hot Springs, North Palm Springs, and surrounding communities. The structural reliability of the District's 13 production wells, nine monitoring wells, and associated booster infrastructure is crucial to regional economic stability and public health.

Layne understands that performance pursuant to this contract is strictly on an "as-needed" time-and-materials basis, initiated via formal, written Task Orders. The technical complexity of the District's infrastructure demands a contractor capable of managing heavily varied downhole environments. Based on our analysis of the RFP technical disclosures, the District's assets feature the following core specifications:

- Casing Diameters: Ranging dynamically from 12 to 20 inches in diameter.
- Total Depths: Extending from 260 feet to deep configurations of 1,100 feet.
- Hydrogeological Baseline: Typical static water levels range from 150 to 800 feet, with pump setting depths positioned between 150 and 850 feet.
- Pumping Capacity Range: Variable output requirements spanning from 125 GPM to high-volume 2,500 GPM systems.
- Prime Movers & Mechanical Units: Submersible and vertical turbine pumps ranging from 20 HP to heavy-duty 600 HP assemblies, operating under both food-grade oil-lubricated and water-lubricated parameters.

Operational Readiness Imperative: Layne acknowledges the requested operational standard to mobilize field crews and equipment within 24 hours for scheduled requests, and to accommodate on-site emergency physical response within 2 hours of direct notification.

2. Proposed Technical Approach

Pump Pulling, Inspection, & Diagnostic Analysis

Upon notification of a pump assembly or bowl deficiency, Layne field personnel will conduct initial surface diagnostics, including electrical isolation and sounding of the well. Using our fleet of pump rigs and cranes, components will be removed and inspected.

When downhole diagnostics are requested, Layne will perform color video surveys utilizing a camera with 360-degree horizontal side-scan capabilities. We will clear the water column by injecting clear water or administering polymer flocculant treatments if necessary, allowing a 24-to-48-hour settling period prior to logging. All findings, color photographs of anomalies, and asset health profiles will be used to guide formal engineering recommendations.

Mechanical Well Rehabilitation

When physical redevelopment is approved via a Task Order, Layne will execute mechanical cleaning protocols. Casing scale, tuberculation, and perforation blockages will be addressed via mechanical wire brushing. Layne will construct a specialized brushing barrel matching the target well casing ID, adhering to the requirements set forth.

Following a 24-to-48-hour window for particulate settlement, accumulation detritus will be evacuated from the well bottom using heavy scows or specialized single-direction bottom-valve suction bailers. All bailed sediment and water will be stored in barrels and disposed of properly.

Aquifer & Production Testing

For wells requiring formal capacity verification, Layne will mobilize variable-speed temporary test pumps capable of matching or exceeding the high-volume performance threshold of 3,000 GPM from a 400-foot setting depth. An access tube (2" to 3" ID) will be installed alongside the column pipe to guarantee unhindered water level sounding data capture. Testing parameters will follow rigorous guidelines:

- **Pumping Redevelopment & Surging:** Intermittent pumping and surging will begin at 500 GPM and scale upwards sequentially. Development will continue at each rate until specific capacity stabilizes across a 4-hour window, and sand content remains below 3 ppm within 15 minutes of surging.
- **Step-Drawdown Validation:** Following a mandatory 24-hour recovery rest period, a minimum 12-hour step-drawdown test will be executed, using 3-to-4-hour steps controlled with plus-or-minus 5% precision using gate valves and calibrated throttles. Sand content logs will be captured every 30 minutes.
- **Constant-Rate Discharge Test:** Following another 24-hour recovery window, a continuous 24-hour constant-rate test will be run, complete with sand analysis near designated elapsed metrics (5 min, 1/4, 1/2, 3/4, and near conclusion).

Layne will provide qualified personnel on-site on a continuous 24-hour basis during testing. Discharge routing will follow best practices, incorporating sedimentation tanks or neutralizing equipment as required to guarantee compliance with the District's National Pollutant Discharge Elimination System (NPDES) permit limitations.

3. Project Administration, Labor, & Quality Control

Layne's operational workflow will integrate with the administrative mandates of the District:

- Task Order Estimating: For every identified scope, Layne will supply a Proposal detailing third-party services, materials, costs, and timeline constraints. Procurement will adhere to a maximum 15% material mark-up parameter, supported by original material invoices.
- Labor Compliance: Layne adheres to California Labor Code prevailing wage requirements. We will submit electronic Certified Payroll Records (CPRs) directly to the DIR online portal and concurrently supply documentation to the District to support monthly billing cycles.
- On-Site Supervision & Safety: Layne supervisors will be equipped with operational smartphones for real-time correspondence. We will maintain at least one fluent English-speaking technician on-site at all times and apply CAL-OSHA and Green Book construction safety criteria, utilizing drip mats and secondary containment as necessary for field machinery.



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **510011**

Entity **CORP**

Business Name **LAYNE CHRISTENSEN COMPANY**

Classification(s) **A C57 C61/D09 C10 C61/D21**

Expiration Date **05/31/2027**

www.cslb.ca.gov



RIGOBERTO PEREIDA

R & I SUPERVISOR WATER RESOURCES DIVISION

Education:

OSHA 40 Hour Training Programs
OSHA 8 Hour Annual Training

Professional Certifications:

American Red Cross First Aid/CPR
MSHA Certified
Forklift Certified
Backhoe Certified
NCCCO Certified TSS & TLL
Monthly Crane Inspector
Arc Flash & NFPA/OSHA

Total Years Experience:22

Joined Layne WRD:
2000

References:

Thomas Ocampo

LACPW

tocampo@dpw.lacounty.gov

626.485.6190

Rafael Herrera, P.E

LADWP

rafael.herrera@ladwp.com

213 276-1161

Summary of Qualifications

Mr. Pereida has in-depth knowledge and experience in the following operations: Deep Well Pumps and Booster, Water Well Rehabilitation, Well Destruction, and Pump Installation. He has successfully completed rehabilitations and aqua freed process system. Mr. Pereida has supervised major projects by selecting, assigning, and scheduling employees. Communicated job expectations and managed sub-contractors performance, stayed within budget by monitoring expenditures, identifying variances and calculating required resources. Ensured all local regulations were met and codes enforced, avoiding fines and delays. He is a certified crane operator on swing cab and fixed cab cranes large and small. He holds a Class A with endorsements for hazmat, tanker, doubles and triples. Pump rig operator for 13 years on Smeal, Tayler, Simco and Old General "A" frame rigs and cranes.

Relevant Project Experience

LACPW Barrier Well Annual Maintenance Contract

R&I Supervisor – Point of contact for client. Mobilize/ schedule rig and crew to job site and perform the following rehab tasks: Pull injection piping, video survey, Inject and swab chemistry down hole, dual swab airlift, re-install injection piping.

Contact: Thomas Ocampo

Contract Amt. \$1,000,000.00-1,200,000.00

Contract: LADWP Well and Pump MSA - Los Angeles CA

R&I

Supervisor – Schedule/ mobilize crew to job site. Oversee all aspects of the project, coordinated vendors and/or resources for execution of project.

Project consisted of services to remove, and install groundwater well submersible and vertical turbine line shaft pump units and to maintain repair or destroy wells on an intermittent basis.

Contact: Rafael Herrera

Contract Amount: \$1,258,903.96

Continued Education



Jose Serna

Pump Installer
Water Resources Division

Certifications:

American Red Cross First Aid/CPR
OSHA
HAZWOPER 40
HAZWOPER 24
Lockout/Tagout
PPE
Confined Space Entry
Fall Protection
OSHA
Excavation
Forklifts
Compressed Gas Cylinders
Unsafe Conditions
Stop Work Authority
Injury/Illness Reporting
Respiratory Protection
CDL Class A
Arc Flash/NFPA

Total Years' Experience:
22

Joined Layne WRD:
2003

Summary of Qualifications

Expertise and proven ability in the water well industry. Well testing, development and rehabilitation. Mr. Serna has 22 years of well pump installation and rehabilitation experience. He carries a Class A license and has in-depth knowledge and experience in the following operations: Deep Well Pumps and Booster, Water Well Rehabilitation, Well Destruction, Pump Installation. Safety is a priority at Layne and Mr. Serna sets examples by exhibiting as a positive role model for safety first to all of his fellow employees, clients and anyone he comes in contact with on a daily basis.

Relevant Project Experience

Yucaipa Valley Water District – This project involved well development, step testing, and constant rate pump testing. The scope of work included injection and specific capacity documentation utilizing a magnetic flow meter, pressure transducer, and Solinst static water level meter.
Matt Porras 909-499-5637

WSP Project – Ontario, CA – This site required a 48-hour constant rate pump test, step testing, and well development. Jose was responsible for overseeing and ensuring the accuracy and reliability of all test measurements throughout the process. This also involves the assembly and disassembly of our test engine, one-to-one ratio gear drive and discharge manifold. Duane Paul 949-642-0245

Riverside Rehabilitation Project – Jose operated our 75-ton Grove 875-2 crane during the installation of a turbine pump with a stainless-steel 416 shaft. His role also included monitoring and recording equipment vibration, specific capacity, and overall pump performance data to ensure optimal functionality. Morgan Newlin 951-237-1342

CURRENT REFERENCES

Bidder Name: Layne Christensen Company

Company Name: San Bernardino County-Special Districts Dept.	Contact Person: Chris Bishop
Address: 222 W. Hospitality Lane	Telephone Number: 760-962-1510
City, State, Zip: San Bernardino, CA	E-mail Address: chris.bishop@sdd.sbcounty.gov
Services Provided / Date(s) of Service: Maintenance repair services	
On-going	

Company Name: California Water Service	Contact Person: Chris Martoglio
Address: 3725 S H Street	Telephone Number: 904-501-8611
City, State, Zip: Bakersfield, CA 93304	E-mail Address: cmartoglio@calwater.com
Services Provided / Date(s) of Service: Pump and Well Services	
On-going	

Company Name: Jurupa Community Service District	Contact Person: Jesse Pompa
Address: 11201 Harrel Street	Telephone Number: 951-685-7434
City, State, Zip: Jurupa Valley, CA 91752	E-mail Address: Jpompa@jcsd.us
Services Provided / Date(s) of Service: Wells Equipment Maintenance and Repair	
On-going	

Company Name: Golden State Water Company	Contact Person: Karl Saluta
Address: 160 E. Via Verde	Telephone Number: 909-305-5438 ext. 333
City, State, Zip: San Dimas, CA 91733	E-mail Address: karl.saluta@gswater.com
Services Provided / Date(s) of Service: Well, Pump and Booster Equipment -On Call Service	
On-going	

Company Name: Monte Vista Water District	Contact Person: Diego Plascencia
Address: 10575 Central Ave.	Telephone Number: 909-624-0335
City, State, Zip: Montclair, CA 91763	E-mail Address: Dplascencia@mvwd.org
Services Provided / Date(s) of Service: On Call Well pump and Maintenance Repair	
On-going	

MISSION SPRINGS WATER DISTRICT

ADDENDUM NO. 1 TO THE BID DOCUMENTS AND SPECIFICATIONS FOR THE ON-CALL WELL MAINTENANCE AND REPAIR SERVICES

May 25, 2026

ADDENDUM NO. 1 – Proposers are hereby advised that the Bid Documents and Specifications for the above referenced project are hereby amended in the following manner and the following manner only:

NOTICE TO BIDDERS

GENERAL:

All provisions of Addendum No. 1 are hereby incorporated into the Bid Documents and Specifications for the Project. Proposers shall fully consider and comply with all requirements set forth herein when preparing and submitting their bid proposals. Each proposer shall acknowledge receipt of this Addendum No. 1 through the Project Portal in OpenGov.

CONTRACTOR'S QUALIFICATIONS STATEMENT:

DELETION - SECTION 3 - EXPERIENCE

Questions 3.2, 3.3, and 3.4 within this section are hereby deleted in their entirety.

DELETION - MINIMUM EXPERIENCE NOTE

The note to proposers located at the bottom of the Questionnaire/Contractor's Qualifications Statement is hereby deleted in its entirety.

If you have given the Bid Documents to someone else, please forward this Addendum.

Dated: May 25, 2026

By: _____



Danny Friend

Title: _____

Director of Operations

Questionnaire/Contractor's Qualifications Statement
(4 pages)

CONTRACTOR NAME: Layne Christensen Company

1. ORGANIZATION

1.1 How many years has your organization been in business as a Contractor? 144 years

1.2 How many years has your organization been in business under its present name? 144 years

1.2.1 Under what other names has your organization operated? Layne, Inc. 06/05/92-03/28/96, Layne-Western Company, Inc. 05/19/81-06/04/92

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation: 5/19/1981

1.3.2 State of incorporation: Delaware

1.3.3 Corporate ID number: Fed Tax ID (FEIN, TIN): 48-0920712

1.3.4 President's name: Michael G. Tatusko

1.3.5 Agent for Service of Process: _____

~~1.4 If your organization is a partnership, answer the following:~~

~~1.4.1 Date of organization: _____~~

~~1.4.2 Type of partnership (if applicable): _____~~

~~1.4.3 Name(s) of general partner(s): _____~~

~~_____~~

~~_____~~

~~1.5 If your organization is individually owned, answer the following:~~

~~1.5.1 Date of organization: _____~~

~~1.5.2 Name of owner: _____~~

~~1.6 If the form of your organization is other than those listed above, describe it and name the principals:~~

~~_____~~

~~_____~~

~~_____~~

2. LICENSING

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable.

See Attached Appendix B1

2.2 List any other certifications held by your organization, and the name under which they are held.

3. EXPERIENCE

3.1 List the categories of work that your organization normally performs with its own forces.

Water Well Rehabilitation, Pump Repair and Installation, Well Drilling

~~3.2 List all freight transportation service contracts your organization has completed in the past five years, giving the name of project, owner, owner's phone number, project manager, Contract amount, date of completion and percentage of the cost of the work performed with your own forces.~~

~~3.3 State average annual amount of freight transportation services performed during the past five years:~~

Year _____ \$ _____
Year _____ \$ _____
Year _____ \$ _____

Year _____ \$ _____

Year _____ \$ _____

~~3.4 List the freight transportation service contracts and/or projects your organization has in progress, giving the name of the project, owner/contact, contract amount and scheduled completion.~~

~~3.53.2~~ Has your organization, under its current name or any previous names, ever failed to complete any work/contract awarded to it? (If Yes, please explain)

No

4. CLAIMS AND LAWSUITS

4.1 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or any its officers? (If Yes, please describe)

No

4.2 Has your organization filed any lawsuits or requested arbitration with regard to any of its contracts within the last five (5) years? (If Yes, please explain)

Yes, See Appendix C1

4.3 During the past five years, have any claims been made against any performance or payment bond maintained in connection with a freight transportation services contract? (If Yes, please describe) See Appendix D1

~~Please note that all Proposers must have a minimum of three (3) years commercial and/or municipal freight transportation service experience of a similar scope and size and under a valid business name and license number.~~



Appendix B1

Layne Christensen Company
Contractor's Licenses

State	License Number	Expiration Date	Qualifier	Classification	Specialty	Name on License
ALABAMA	12864	3/31/2024	None Req'd.	General Contractor	H/RR-S: Drilling, H/RR-S: Grouting/Slurry Walls, MU-S: Water Projects	Layne Christensen Company
ARIZONA	140721	11/1/2024	Scott Graham	Residential Drilling	R-53 Drilling	Layne Christensen Company
ARIZONA	071734	6/30/2025	Scott Graham	General Contractor	A-4 Drilling	Layne Christensen Company
ARIZONA	343423	2/28/2025	None Req'd.	General Contractor		Layne Christensen Company
ARKANSAS	0001990522	5/31/2024	None Req'd.	General Contractor	Heavy Construction, Municipal & Utility Construction	Layne Christensen Company
CALIFORNIA	510011	5/31/2027	Todd Alan Howard / Max Richards Palmer	General Contractor	A C57, C61/D09, C10, C61/D21	Layne Christensen Company
CALIFORNIA	1000004273	6/30/2026	None Req'd.	CA Public Works Registration	CA Public Works Registration	Layne Christensen Company
DELAWARE	1057	12/31/2023	None Req'd.	Water Well Contractor		Layne Christensen Company
FLORIDA Lee County	CG1523303	9/30/2022	Kevin Shemwell	General Contractor- Certified, Lee County		Layne Christensen Company
INDIANA, Indianapolis	GC1300172	12/31/2024	None Req'd.	General Contractor	Marion County	Layne Christensen Company
IOWA	C097288	4/11/2024	None Req'd.	General Contractor		Layne Christensen Company
LOUISIANA	10071	1/23/2024	Roberto Bongioanni, Gregory Hebert, Jace Rawls, Brent Ouber Sr.	General Contractor	Electrical, Specialty: Diamond Core Drilling, Grouting & Foundations, Water Well Drilling, Irrigation & Wastewater Systems & Pumps, Dams, Reservoirs and Flood Control	Layne Christensen Company
MINNESOTA	2031-A	1/31/2024	William Diehl	Well/ Dewatering Well Contractor		Layne Christensen Company
MISSISSIPPI	00181 MC	10/25/2023	Gavin Wartick	General Contractor	Grinding, Grooving, Grouting, Municipal and Public Works Construction, River Intakes, Water Systems	Layne Christensen Company
MONTANA	27418	12/7/2023	None Req'd.	Construction Contractor		Layne Christensen Company
NEBRASKA	28182-21	6/15/2024	None Req'd.	Contractor Registration		Layne Christensen Company
NEVADA	0019101	9/30/2025	Todd Howard	Contractor License	C23- Drill Wells, Install Pumps, Pressure Tank	Layne Christensen Company
NEW JERSEY	605923	7/30/2024	None Req'd.	Public Works Contractor		Layne Christensen Company
NEW YORK	NYRD10233	3/31/2024	None Req'd.	Contractor Registration	Drill/Repair water wells in the State of New York	Layne Christensen Company
OKLAHOMA	DPC # 0123	6/30/2024		Drilling/Pump Contractor License		Layne Christensen Company
OREGON	233670	12/10/2024				
RHODE ISLAND	36507	2/1/2025	Arthur F. Reinheimer	General Contractor		Layne Christensen Company
TENNESSEE	20168	8/31/2022	Steve Anderson	Contractor	Unlimited, CMC-F, HC, HRA-E.4, MU-B	Layne Christensen Company
VIRGINIA	2701 015977	1/31/2024	None Req'd.	General Contractor	Environmental Monitoring, Well (EMW), Highway/Heavy (H/H), Water Well/ Water Pump (WWP)	Layne Christensen Company
WASHINGTON	LAYNECC043L7	7/2/2025	None Req'd.	Construction Contractor	CC01- General	Layne Christensen Company
WEST VIRGINIA	WV013047	1/31/2024	None Req'd.	General Contractor	General Engineering	Layne Christensen Company



Appendix C1

The table below provides information regarding arbitration litigation by or against Layne Christensen Company within the past five (5) years for a construction project. No Judgments.

Start Date	Short Matter Name	Description	Form of Resolution	Date Resolved
10/2/2023	Arizona Public Service Company v. Clear Creek Associates, LLC	Allegations of design flaw and breach of contract	Dismissed	3/05/2025

- Work/payment issues over \$50,000.00 only

Wednesday, May 27, 2026



Layne Christensen Company

Appendix D1

In the normal course of business, claims or demands have been asserted against our Performance Bonds, or Payment Bonds, however, these claims or demands have been resolved and the surety issuing such bonds has never paid on any of these claims or demands. Claims or demands have not been asserted against our Bid Bonds.

SCHEDULE OF VALUES (COST PROPOSAL)

Please attach company rate sheets for items not listed below.

1. The Contractor agrees that for requested and/or required changes in the scope of work, including additions and deletions on work not performed, the Contract Sum shall be adjusted in accordance with the following unit prices, where MSWD elects to use this method in determining costs.
2. The unit price quoted by the Contractor shall be those unit prices that will be charged or credited for labor be provided regardless of the total number units and/or amount of labor required for added or deleted items of work.
3. All work shall be performed in accordance with the specifications described in the RFP.

Table 1: Billing Schedule and Hourly Rates

Pulling & Installation		
Description	Rate	After-Hours/Emergency Hourly Rate*
Mobilization and demobilization	\$ 6,052.00 Lump Sum	\$ 9,078.00 Lump Sum
Two (2) men, rig and service truck	\$ 666.67 /hour	\$ 1,000.01 /hour
Two (2) man crew and smeal pump rig	\$ 666.67 /hour	\$ 1,000.01 /hour
Two (2) man crew and development rig	\$ 666.67 /hour	\$ 1,000.01 /hour
Three (3) man crew and "A" frame pump rig	\$ 922.67 /hour	\$ 1,384.01 /hour
Each additional employee	\$ 160.00 /hour	\$ 240.00 /hour
Crane		
Description	Rate	After-Hours/Emergency Hourly Rate*
50 ton with one (1) man	\$ 423.07 /hour	\$ 634.61 /hour
One (1) man crew, Service support rig for 50 ton crane	\$ 281.33 /hour	\$ 422.00 /hour
Rotary Crane		
Description	Rate	After-Hours/Emergency Hourly Rate*
One (1) man and hydraulic crane - 5 ton	\$ 423.07 /hour	\$ 634.61 /hour
One (1) man and hydraulic crane – 8 ton	\$ 423.07 /hour	\$ 634.61 /hour
One (1) man and hydraulic crane – 10 ton	\$ 423.07 /hour	\$ 634.61 /hour

One (1) man and hydraulic crane – 17 ton	\$ 423.07 /hour	\$ 634.61 /hour
Rotary crane – 17 ton and 2-man crew	\$ 704.27 /hour	\$ 1,056.41 /hour
Field Service		
Description	Rate	After-Hours/Emergency Hourly Rate*
One (1) man and delivery truck	\$ 348.51 /hour	\$ 522.77 /hour
One (1) man and service truck	\$ 348.51 /hour	\$ 522.77 /hour
Two (2) men and service truck	\$ 573.43 /hour	\$ 860.15 /hour
Two (2) men and welding truck	\$ 573.43 /hour	\$ 860.15 /hour
Two (2) man crew and combination rig	\$ 666.49 /hour	\$ 999.74 /hour
Flatbed Truck driver	\$ 348.51 /hour	\$ 522.77 /hour
Service truck and one (1) pump mechanic	\$ 348.51 /hour	\$ 522.77 /hour
Service truck and one (1) electrician	\$ 348.51 /hour	\$ 522.77 /hour
Service truck and one (1) general services	\$ 348.51 /hour	\$ 522.77 /hour
Service truck and one (1) pump mechanic and one (1) assistant	\$ 573.43 /hour	\$ 860.15 /hour
Shop Labor		
Description	Rate	After-Hours/Emergency Hourly Rate*
Shop labor-pump mechanic	\$ 143.85 /hour	\$ 215.78 /hour
Shop labor-machinist	\$ 143.85 /hour	\$ 215.78 /hour
Shop labor-welder	\$ 143.85 /hour	\$ 215.78 /hour
Metal spray labor "Sand blast and epoxy"	\$ 143.85 /hour	\$ 215.78 /hour
Miscellaneous		
Description	Rate	After-Hours/Emergency Hourly Rate*
Dynamic video with Engineering or Hydrogeology support	\$ Lump Sum 2,881.33	\$ Lump Sum 4,322.00
Dynamic video with mini camera	\$ Lump Sum 2,881.33	\$ Lump Sum 4,322.00

Video log-color with downhole and side scan	\$2,881.33	Lump Sum	\$4,322.00	Lump Sum
Engineering and Hydrogeology support	\$298.67	/hour	\$448.01	/hour
NPDES Compliance(Baker tanks, neutralizer equipment, lab fees, fabrication)	\$10,928.00	<u>Week</u>	\$10,928.00	<u>Week</u>
50 Ton hydraulic jacks or greater	\$709.33	<u>Each</u>	\$709.33	<u>Each</u>
Air compressor (air lifting)	\$2,933.33	<u>Day</u>	\$2,933.33	<u>Day</u>
Wire/Nylon brushes and bails	\$ 1,000.00	<u>Each</u>	\$1,000.00	<u>Each</u>
Hourly Minimum (if applicable)				
4 hour minimum				
1. After Hours Rate and Emergency Hourly Rate shall be anytime outside of normal business hours of Monday through Friday, 7:00 AM to 3:30 PM 2. Maximum 5% overhead cap for all materials purchased. Project Administrator reserves the right to request that all original receipts of materials be turned in with invoices before the Contractor is paid.				



SCHEDULE OF VALUES (COST PROPOSAL)

In addition to the rate sheet above, please complete the scenarios below for comparison of bids.

Table 2: Sample Proposal for Service Scenarios

ITEM	ITEM DESCRIPTION	QUANT.	UOM	UNIT PRICE	TOTAL
2 Man crew w/ development rig with equipped spudder	Brush and bail 1000' of 16" well casing w/ louvered perforations @ 500' through 950'	24	Hours	\$666.67	\$16,000.08
2 Man crew of a shop machinist and a pump mechanic	Rebuild 4 stage pump bowl assembly (Flowserve water lubed 14 EMM 1 15/16" Shaft with 10" stick up)	24	Hours	\$287.70	\$6,904.80
3 Man crew w/ service truck and Smeal rig	Install 300' deep verticle turbine water lube domestic water pump. (12" column pipe w/ 1 15/16" SS Shaft.)	16	Hours	\$826.49	\$13,223.84

Scope of Work

The Contractor shall provide all labor, equipment, materials, and supervision to perform maintenance and repair services associated with MSWD's production and monitoring wells, and booster stations.

The purpose of these specifications is to identify a qualified and experienced contractor to provide well, pump, and motor maintenance and repair services. Required services include the inspection, removal, replacement, repair, and installation of appurtenances necessary to support the maintenance and repair of MSWD's production and monitoring wells, and booster stations.

MSWD's intends to award a contract to multiple Contractors for these services on an "as needed" time and materials basis. The Contractor may also be requested to perform routine, preventative, and annual maintenance on production and monitoring wells, and booster stations at various locations listed in Exhibit "H".

MSWD has made a good-faith effort to identify the anticipated limits and services required under this Contract; however, these descriptions are not intended to unduly restrict the Contractor in developing a scope of work it deems necessary to achieve MSWD's goals and objectives.

The Contractor shall furnish all labor, materials, equipment, tools, and supervision necessary to perform maintenance and repair services as requested by MSWD. All work shall be performed in a thorough, safe, and professional manner, consistent with industry standards and applicable regulations.

MSWD's wells generally consist of casings ranging from approximately 12 to 20 inches in diameter, with depths between 260 and 1,100 feet. Typical static water levels range from 150 to 800 feet, with pump settings between 150 and 850 feet. Pumping capacities range from approximately 125 gallons per minute (GPM) to 2,500 GPM. Installed pumps include vertical turbine and submersible pumps ranging from 20 horsepower (HP) to 600 HP and are a combination of food grade oil-lubricated and water-lubricated systems.

The Contractor must possess the capability to extract, inspect, repair, and reinstall these pumps as needed, using components that are the same as or equal in quality and performance to the original equipment. Prior to the installation or use of any equipment or materials, the Contractor shall submit all applicable specifications, data sheets, and submittals for MSWD's review and approval. No materials shall be ordered, installed, or used until written approval is received from MSWD.

When MSWD identifies a pump-related issue, MSWD will notify the Contractor. If on-site repairs are not feasible, the Contractor and MSWD will jointly determine whether the pump should be removed and sent off-site for inspection. Following inspection, the Contractor shall submit a written proposal to MSWD detailing the recommended repairs, including all parts, labor, and any third-party services required. All replacement parts, materials, and subcontracted or third-party services must be clearly identified for MSWD's review and approval. No repair work shall commence until MSWD issues a written task order. Repairs performed without an issued task order will not be authorized for payment.

The Contractor shall have the capability to perform diagnostic and performance testing, including but not limited to vibration analysis, efficiency testing, Dynamic Video Monitoring (DVM), and spinner logging. The Contractor shall analyze the resulting data and provide MSWD with written recommendations regarding well condition, maintenance needs, and potential repairs. Findings and recommendations shall be documented in a formal written report. Recommendations made by the Contractor do not obligate MSWD to proceed with the recommended work, nor do they guarantee that the Contractor will be selected to perform any resulting services.

If MSWD elects to engage the Contractor for scheduled preventive maintenance of water wells, pumps, and motors, the Contractor shall submit a proposed maintenance schedule for MSWD's review and approval. The schedule shall identify the maintenance activities to be performed, the timing for each well, pump, and motor, and the estimated duration of the work. The specific scope of preventive maintenance services will be discussed with MSWD and communicated to the Contractor in writing prior to commencement. The Contractor shall provide a cost estimate for the agreed-upon services and obtain written approval from MSWD before performing any preventive maintenance work.

Special Equipment, Well Brushes, Bails

Wire brushing shall be carried out in such a manner as to clean the existing casing perforations and to remove scale and tubercles attached to the inside wall of the casing. The Contractor shall furnish the appropriate wire brush. If the screen is wire wrapped, then Contractor shall use an approved stiff nylon brush.

The brush barrel shall be not less than 6 inches smaller in diameter than the well casing. The brushing elements inserted into the barrel shall consist of 7/8-inch diameter minimum stiff steel cable adequately spaced to clean the entire well. A minimum of 1500 pounds shall be required to drive the brush down the well.

After sufficient wire brushing, the well will be allowed to sit for a 24-to-48-hour time period and debris in the water column will be allowed to settle to the bottom of the well during this period. Sediment fill shall be removed from the bottom of the well to the maximum extent possible using a bailer or scow or equivalent retrieval device. The total depth of the well shall be measured shortly following bailing. This operation will be performed only if the casing appears to be in relatively good condition. Should it appear that there is any damaged casing or any sections of casing appear to be in a state of detachment from the well, the bailing should not be performed.

The Contractor shall provide bailers to accommodate well casing size. All bails shall be of proper width and length with a one-way valve at the bottom. This is to create a suction and surging action when moved vertically within the well which will further help with the maintenance and rehabilitation of well.

If bailing is performed, then all bailed material (water and sediment) shall be placed in steel drums or appropriate containers. The sediment, after separation from the water, shall be placed in the containers, properly labeled, and eventually removed from the well site for disposal by the Contractor. The Contractor will be responsible for manifesting the bailed material for disposal at an appropriate and approved landfill. If needed, MSWD shall be onsite to collect a sample of the bailed material for possible laboratory analysis.

Deep Well Video Survey

Contractor shall be able to conduct a color video camera survey to the full depth of well after removal of the pump and after brushing and bailing MSWD wells and recording pre- and post-brushing conditions. The survey shall be conducted in the presence of a MSWD Representative.

The Contractor video camera shall have vertical down-hole and horizontal side scan viewing capability. Horizontal side-scan viewing shall be controllable to allow viewing at any angle within a 360-degree rotation.

The Contractor shall inject potable water into the well for a sufficient period of time to perform the video survey and provide greater clarity during the video survey. It will be the Contractor's responsibility to provide a clear picture acceptable to MSWD and its representative.

The Contractor shall provide MSWD with an electronic copy of the original survey immediately after the completion. In addition, Contractor shall provide a full written report including color photos of any areas of concern.

Technical Requirements:**Pump Pulling and Inspection**

Contractor shall disconnect all electrical wiring and appurtenances necessary for the pulling of a deep well pump. Contractor shall sound the total well depth from surface prior to removing any downhole equipment. Contractor shall remove the motor, discharge head, oil tubing or submersible cable, shafting, column, bowl assembly, strainer, and airline. All component parts shall be closely inspected for excessive wear, cracks, holes, corrosion, or any type of damage, which would necessitate any repairs or replacement parts.

For booster pumps, the Contractor shall disconnect all electrical wiring and appurtenances necessary for removal of the booster. The unit shall be removed and all component parts shall be inspected for excessive wear, cracks, corrosion, or any type of damage, which would necessitate any repairs, or replacement parts.

The Contractor shall load, transport and unload pumping unit and all the miscellaneous pulled equipment from jobsite to Contractor's yard and back again to the job site upon repair.

Pump Re-installation

After completion of any necessary well repairs or rehabilitation work, the Contractor shall reinstall the bowl assembly, column, shafting, oil tubing or submersible cable, airline, discharge head, and motor, making all joints and connections in a workmanlike manner. Contractor shall furnish all incidental materials to bring the project to satisfactory completion. Prior to installation, Contractor shall adequately chlorinate the pump assembly. Once installed and set up a follow up well sounding will be completed.

Contractor shall test the rotation and operation of the completed installation to the satisfaction of the District. MSWD will chlorinate the well when Contractor is ready. The Contractor shall coordinate with the District to ensure that all discharges meet the District's NPDES permit and shall bear the cost for all discharges not in compliance with and/or exceeding the discharge limitations of the District's NPDES permit.

For booster pump work, Contractor shall move back onto the booster station site and shall reinstall the pump and motor, electrical connections, making all joints and connections in a workmanlike manner. Contractor shall restart the motor to make sure it is operating properly.

Well Video Survey

After removal of the pump and upon District's direction, Contractor shall perform well video inspection using color video equipment with side scan. The Contractor shall furnish all labor, materials and equipment required to provide a color video survey of the well after preparation of the water to produce clear viewing conditions. If necessary, the Contractor will introduce a polymer type flocculant into the well, followed by water. Contractor will allow water to flow into the well for a 24 to 48-hour time period in advance of the video survey to produce clear viewing conditions.

Should a clear video picture of the internal casing conditions not be achieved, additional clear water preparations should be instituted and additional video surveys conducted until a clear video picture record is obtained. This work shall be accomplished at the Contractor's expense.

As the camera probe surveys the full casing interval in the well, a digital depth record shall be recorded on the video survey log for reference. The video camera shall be capable of providing both vertical and horizontal (side) viewing of the entire casing as it descends into the well.

When a successful video survey log has been acquired, one copy in CD/DVD format shall be provided to the District. Contractor shall submit a written report to accompany the video survey log, documenting survey date, static water level, perforation depth intervals and conditions, and total well depth.

Well Rehabilitation Report

Contractor shall submit a written report to the District stating the total well depth, current water level, general condition of component parts, recommendations for repairs and for replacements, and the advisability of well rehabilitation. This report shall contain an itemized labor and material cost estimate of any necessary repairs to, or replacement of, any of the component parts, and a proposed schedule for the completion of the work.

Booster Pump Repair/Rehabilitation Proposal

Contractor shall submit a written proposal to the District stating the general condition of component parts, recommendations for repairs and for replacements, and the advisability of pump rehabilitation. This proposal shall contain an itemized labor and material cost estimate of any necessary repairs to, or replacement of, any of the component parts, and a proposed schedule for the completion of the work.

Repairs

The Contractor shall accomplish any repairs or replacements authorized by the District in accordance with one of the following:

1. Utilization of Contractor's own labor and equipment in accordance with Bidder's Proposal.
2. The securing of materials and/or outside services. Materials and outside services shall be paid for at actual invoice plus percentage mark-up in Bidder's Proposal.

3. Any suitable combination of the above.

The District reserves the right to have any necessary repairs and/or replacement parts furnished by others. At the discretion of the District, the Contractor's crew may be required to leave the job site until the necessary repairs are accomplished and/or replacement parts are procured.

Wire Brushing and Bailing

Wire brushing shall be carried out in such a manner as to clean the existing casing perforations and to remove scale and tubercles attached to the inside wall of the casing. The Contractor shall furnish the appropriate wire brush. If the screen is wire wrapped, then Contractor shall use an approved stiff nylon brush.

The brush barrel shall be not less than 6 inches smaller in diameter than the well casing. The brushing elements inserted into the barrel shall consist of 7/8-inch diameter minimum stiff steel cable adequately spaced to clean the entire well. A minimum of 1500 pounds shall be required to drive the brush down the well.

After sufficient wire brushing, the well will be allowed to sit for a 24-to-48-hour time period and debris in the water column will be allowed to settle to the bottom of the well during this period. Sediment fill shall be removed from the bottom of the well to the maximum extent possible using a bailer or scow or equivalent retrieval device. The total depth of the well shall be measured shortly following bailing. This operation will be performed only if the casing appears to be in relatively good condition. Should it appear that there is any damaged casing or any sections of casing appear to be in a state of detachment from the well, the bailing should not be performed.

If bailing is performed, then all bailed material (water and sediment) shall be placed in steel drums or appropriate containers. The sediment, after separation from the water, shall be placed in the containers, properly labeled, and eventually removed from the well site for disposal by the Contractor. The Contractor will be responsible for manifesting the bailed material for disposal at an appropriate and approved landfill. The District shall be onsite to collect a sample of the bailed material for possible laboratory analysis.

Temporary Test Pump Mobilization/Demobilization

If requested by the District, the Contractor shall furnish, install, and remove a deep-well turbine pump, prime mover, column assembly, and all appurtenances necessary for developing and/or test pumping the well. The pump and prime mover shall have a capacity to pump 3,000 gallons per minute from a 400-foot pump setting. The prime mover shall be a variable speed type. Contractor shall furnish all fuel or power required to operate the pumping unit.

A temporary 2 to 3-inch I.D. access tube should be installed during pump installation and will provide access for water level sounders into the well casing during pumping, to measure water levels.

The prime mover shall be a variable-speed type with a gear ratio of 1 to 2, in order to overdrive the pump to attain the desired pump rate. The prime mover shall meet all noise regulation requirements during development and subsequent testing operations. Discharge piping shall be provided for the pumping unit and be of sufficient size and length to conduct water according to the Special Provisions in these Specifications. The Contractor shall provide orifices, meters, or other approved devices that will accurately measure the flow rates, in total amount of water

pumped (in gallons) and the instantaneous discharge (in gpm). The discharge line shall be provided with suitable equipment for sand testing, such as the Rossum Centrifugal Sand Sampler.

The engine should be equipped with suitable throttling devices to control the discharges. The test pump should not be equipped with a foot valve, which would prevent backspin and interfere with surging operations. The required pumping unit shall be capable of being operated without interruption for a period of 72 hours during subsequent aquifer testing operations

After removing the test pump from the well, the Contractor shall remove any oil from the water surface within the well (e.g., test pump lubricating oil). An acceptable method of removal is to lower, via a cable, an oil absorbent "sock" or similar material designed to absorb spilled oil. Proper disposal of such absorbent "socks", if used, must be provided for by the Contractor. Following removal of the test pump (after all development and testing has been performed) the Contractor shall, at the specific request of the District, conduct a video survey to document the final condition of the well-casing.

Well Pumping Redevelopment

Following mechanical redevelopment, the District may elect to have Contractor proceed with pumping redevelopment which shall consist of intermittent pumping and surging of the well, beginning at an initial rate of 500 gpm and continuing at successively higher rates. Surging shall allow water to flow back through the bowls with free backspin and through the screen openings. The procedure shall be repeated at increments up to a final rate as recommended by the District.

Temporary storage tanks will be used to contain the discharge. Prior to disposal a sample for analysis of NPDES constituents will be collected and submitted to a laboratory to check for compliance with the District's NPDES permit.

Development records shall be maintained on at least a half-hour basis showing production rate, pumping level, drawdown, sand production, and all other pertinent information concerning well development. Development at each rate shall continue until the following conditions have been met:

1. The specific capacity (gallons per minute per foot of drawdown) shall have reached a relatively constant value over a period of at least 4 continuous hours, or as recommended by the District.
2. Sand content (if present) is no greater than 3 ppm as measured 15 minutes after surging, or as recommended by the District while pumping at the specified rate.

Contractor shall make adequate provisions for the disposal of water pumped from the well during redevelopment and/or test pumping. Such provisions shall include, but not be limited to, furnishing and installing discharge piping from the pumping unit of sufficient size and length to conduct water to a point as designated by the District. Contractor shall also furnish acceptable orifices, meters or other approved devices, which will accurately measure the pumping rate. An airline, complete with properly calibrated gage shall be provided by the Contractor to measure the elevation of water in the well. Contractor may be required to collect pumped groundwater into sedimentation tanks prior to discharge to a storm drain in order to comply with the waste discharge requirements of the regulating agency.

Production Testing of Well

Production testing of a rehabilitated well to determine the optimum rate of pumping and shall include a step drawdown test and a constant-rate discharge test. There shall be a period of at least 24 hours of non-pumping conditions following pumping development work prior to the start of the step drawdown test. The Contractor shall provide qualified personnel on a 24-hour basis during the step-drawdown and constant-rate discharge test to assure proper operation of the pumping test equipment, and to assist in water level monitoring if requested by the District.

Discharge Water - Discharge water shall be conveyed from the pump to the point of discharge at the well site. It is imperative to ensure that no damage by flooding or erosion is caused to the chosen drainage structure or water disposal site, or to nearby lands and/or streets. The Contractor shall provide all piping and discharge lines. The point of discharge location will be provided by the District and the Contractor will be responsible for all devices and piping to convey the water to that discharge point. No fluids will be permitted to flow offsite (except for proper drainage facilities) or to properties not owned by the District. All discharges will meet the District's NPDES permit and the Contractor will be responsible for this discharge.

Records - The Contractor shall keep accurate records of the pumping test of the well and furnish copies of all records to the District upon completion of the test. The records shall also be available to the District for inspection at any time during the test. The records shall include physical data describing the construction features such as, but not limited to: well depth and diameter, complete screen description, length and setting, a description of the measuring point and its measured height above land surface and/or mean sea level, and the methods used in measuring water levels and pumping rates. The Contractor shall also keep records on the type of pumping equipment used at the well site including engines, drive components, bowls, lines, and shafts. The Contractor will keep records of operation of equipment during the test including engine rpm and horsepower, fuel use, and other essential information that will be useful in designing a pump system.

Aborted Tests - Whenever continuous pumping at a uniform rate has been specified, failure of pumping operations for a period greater than one percent of the elapsed pumping time shall require suspension of the test until the water level in the pumped well has recovered to its original level. Recovery shall be considered "complete" after the well has been allowed to rest for a period at least equal to the elapsed pumping time of the aborted test, except that if any three successive water level measurements spaced at least 20 minutes apart show no further rise in the water level in the pumped well, the test may be resumed immediately. The District shall be the sole judge as to whether this latter condition exists. The Contractor will not be paid for any re-testing done if the specified time or recovery requirements of the City for the aborted test are not first met. These tests are invalid and will not be construed as a test.

Step-Drawdown Test - Prior to starting the step-drawdown test in the well, the static water level shall be measured. The well shall be "step" tested at rates determined by the District. The step-drawdown test for the well is estimated to require approximately 12 pumping hours with each step being 3 to 4 hours in duration.

The Contractor shall operate the pump and change the discharge as directed by the District. Both a gate valve and an engine throttle shall control the discharge of the pump. The discharge shall be controlled and maintained at approximately the desired discharge for each step with an accuracy of plus or minus 5 percent. Pump discharge shall be measured with an instantaneous

flow meter dial and a totalizer meter and stopwatch, as approved by the District. Both an airline and electric sounder shall be furnished by the Contractor for water level measurements.

During the step-drawdown test, the Contractor shall record sand content measurements at 30-minute intervals.

Constant-Rate Discharge Test - After a 24-hour recovery period from the end of the step-drawdown test, a constant-rate discharge test shall be performed as directed by the District. This test shall be run for a period of 24 hours, or until the pumping level remains constant for at least 4 hours, or until the District terminates the test. A recovery period of 24 hours shall follow the termination of the constant-rate discharge test, at which time the District will collect residual drawdown (recovery) data.

During the constant-rate discharge test, the Contractor shall also conduct the final sand content testing. The sand content shall be determined by averaging the results of samples collected at the following times during the final pumping test:

1. 5 minutes after start of the test;
2. after 1/4 of the total planned test time has elapsed;
3. after 1/2 of the time has elapsed;
4. after 3/4 of the time has elapsed; and
5. near the end of the pumping test.

Well Abandonment

Contractor shall investigate well condition, details of construction, and whether there are obstructions that will interfere with the process of filling and sealing before a well is abandoned. Video survey should be included for visual inspection of the well, as well as preparation and submittal of required permits for wells located in Riverside County.

Stuck Deep Well Vertical Turbine Pumps

If a deep well vertical turbine pump should become stuck and the extraction is halted, the Contractor shall make sufficient attempts with no less than a 50 ton "A" frame rig, to free the pump. If this is unsuccessful the Contractor shall develop alternative solutions for consideration. MSWD shall approve alternatives as deemed necessary and Contractor shall use reasonable skill in the presence of a MSWD representative, utilizing methods such as the use of air compressors for air lifting and/or hydraulic jacks before abandoning efforts to extract pump.

Level of Maintenance

All work shall be performed in a manner commensurate with community professional standards and with an ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances. Standards and frequencies may be modified from time to time as deemed necessary by MSWD for the proper maintenance and repair of the wells, pumps, and motors.

If, in the judgment of MSWD, the level of maintenance is less than that specified herein, MSWD shall, at its option, in addition to or in lieu of other remedies provided herein, withhold appropriate payment from the Contractor until services are rendered in accordance with specifications set forth within this document and providing no other arrangements have been made between the

Contractor and MSWD. Failure to notify of a change and/or failure to perform an item or work on a scheduled day may, at MSWD's sole discretion, result in deduction of payment for that day, week, or month. Payment will be retained for work not performed until such time as the work is performed to MSWD standard.

The Contractor is required to correct deficiencies within the time specified by MSWD. If noted deficient work has not been completed, payment for subject deficiency shall be withheld and shall continue to be withheld until deficiency is corrected, without right to retroactive payments.

All work and general conditions shall be performed in accordance with the current Standard Specifications for Cal-OSHA, Public Works Construction (Green Book), the State Water Resources Control Board Health Guidelines, and the American Water Works Association (AWWA) Standards.

Workmanship and Supervision

Unless otherwise stated, Contractor shall be responsible to provide all labor and materials to allow for successful Project completion.

MSWD may choose to reimburse the Contractor for materials that need to be procured. These instances shall be analyzed on a case -by -case basis and reimbursement for materials will need to be agreed upon in the Contractor's letter proposal prior to the commencement of work.

Receipts shall be required for reimbursements for materials purchased for projects. MSWD reserves the right to specify what type of material and/or equipment will be purchased per project. All equipment and material purchases shall be preapproved by MSWD. The Contractor shall charge the actual cost of materials to MSWD plus a maximum of 15% for overhead costs associated with procurement of materials.

MSWD reserves the right to purchase materials directly and make them available to the Contractor. In the event MSWD exercises the option to purchase the materials, the following conditions will apply:

- Contractor shall conform to all MSWD practices and procedures.
- All MSWD purchases will be for the sole expressed use of and for MSWD.
- The Contractor shall secure, store, inventory, distribute and control all materials entrusted to the Contractor's representatives.
- All materials and inventories shall be made available to MSWD upon request. The Contractor will reduce the unit cost for each maintenance task by MSWD's actual cost for the materials provided and used.

Contractor represents and warrants to MSWD that he/she has and will keep in effect at all times during the term of a contract with MSWD, all licenses, permits, professional qualifications, and approvals of whatever nature that are legally required to practice his/her trade.

Maintain all work sites free of hazards to people and/or property resulting from the Contractor's operations. Any hazardous condition noted by the Contractor, which is not a result of the Contractor's operations, shall be immediately reported to MSWD.

The Contractor shall be responsible for removing and cleaning any and all debris that occur as a result of its operations as a result of services requested in this scope of work.

All work performed under this contract shall be performed in such a manner as to provide maximum safety for the public and where applicable, comply with all safety standards required by CAL-OSHA. MSWD reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract.

The supervisor or person in charge and on site of any MSWD project shall have a smart phone capable of email.

At all times, the Contractor will ensure at least one English speaking person is on site of any MSWD assigned project.

Working Hours

Normal working hours shall be between the hours of 7:00 AM and 3:30 PM, Monday through Friday, unless otherwise stated by MSWD for emergency or standby services. The Contractor is subject to being contacted 24 hours a day, 7 days a week, 365 days a year to perform emergency repairs. These representatives for the Contractor shall respond to said emergency within two (2) hours from receiving notification. The Contractor shall notify MSWD immediately of any changes to the Contractor's representation.

Contractor's Office

The Contractor shall designate a project supervisor or person in charge at all times and provide MSWD with written notice of such designation. The designated individual shall be available throughout the duration of the work.

The Contractor shall also provide the names and telephone numbers of at least two (2) qualified personnel available during emergency conditions and capable of mobilizing to the job site within two (2) hours of notification.

Unless otherwise stated by MSWD, there will be no on-site storage of equipment or materials on MSWD property or at District sites. Contractors will have full responsibility for maintaining an office and a storage facility. All vehicles and equipment used in conjunction with the work shall be maintained in a neat, clean, orderly manner and shall be in good working order. MSWD may reject any vehicle or piece of equipment and order it removed if deemed unsafe.

Equipment

All vehicles and equipment used in conjunction with the work shall be maintained in a neat, clean, and orderly manner and shall be in good working order. Drip mats or oil containment need to be placed under leaking equipment, all equipment need to be inspected for leaks at the end of each workday. MSWD may reject vehicles or equipment and order it removed at their discretion.

Street Closures, Detours, Barricades

Contractor shall be responsible for all traffic control and barricades necessary to perform the scope of work. Warning signs, lights, and devices shall be installed and displayed in compliance with the current edition of the "California Manual on Uniform Traffic Control Devices" (CA MUTCD)

and "Work Area Traffic Control Handbook" (WATCHBOOK) for use in performance of work upon highways issued by the State of California, Department of Transportation.

Permits

The Contractor shall be responsible for obtaining permits where required by federal, state, or local agencies as it pertains to the work being conducted.

Underground Excavations

The Contractor shall be responsible for locating all underground utility lines to ensure the safety of his/her work crew and to protect, in place, existing utility equipment before commencing any excavation. Contractor should contact MSWD and Underground Service Alert (www.digalert.org) or call (811) at least forty-eight (48) hours before commencing any excavation, to locate underground service lines.

Responsibility for Damages or Injury

MSWD and all officers, employees, and representative thereof shall not be responsible in any manner for any loss or damage to any of the materials or other things used or employed in performing the project, or for injury or death of any person as a result of Contractor's performance of the services required hereunder, or for damage to property from any cause arising from the performance of the project by the Contractor, or its sub-contractors, or its workers, or anyone employed by either of them.

Contractor shall be responsible for any liability imposed by law for injuries to or death of any person or damage to property resulting from defects, obstructions, or from any cause arising from Contractor's work on the project, or the work of any sub-contractor or supplier selected by the Contractor.

EXHIBIT “B”

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

(insert behind this page)

EXHIBIT “C”

GENERAL CONDITIONS

(insert behind this page)

SECTION 2.1
of
GENERAL CONDITIONS

DEFINITIONS, TERMS, ABBREVIATIONS

2.1.01 Definitions - Wherever used in the Contract Documents, the following shall have the meanings indicated which shall be applicable to both the singular and plural thereof.

Acceptance, Final Acceptance - The formal action by the Owner accepting the Work as being complete.

Accepted Bid - The bid (proposal) accepted by the Owner.

Addenda - Written or graphic instruments issued prior to the opening of sealed bids, which modify or interpret the Contract Documents and Drawings by additions, deletions, clarifications or corrections.

Agreement - The written agreement (contract) executed between the Owner and the Contractor covering the performance of the Work.

Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bidder - Any person, firm or corporation submitting a Bid for the Work.

Bonds - Bid, Performance, and Payment Bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.

Change Order - A written order to the Contractor authorizing an addition, deletion or revision in the Work within the general scope of the Contract Documents or authorizing an adjustment in the Contract Price or Contract Time.

Contract Documents - The Contract Documents, including Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, Insurance Certificates, Notice of Award, Notice to Proceed, Change Order, General Conditions, Supplemental General Conditions, Special Conditions, Detailed Technical Provisions, Drawings, and Addenda.

Contract Price - The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

Contract Time - The number of calendar days stated in the Contract Documents for the completion of the Work.

Contractor - The person, firm or corporation with whom the Owner has executed the Agreement.

Detailed Technical Provisions - A part of the Contract Documents consisting of written descriptions of the technical nature of materials, equipment, construction system, standards and workmanship.

Drawings - The part of the Contract Documents, which show the characteristics, and scope of the Work to be performed and which have been prepared or approved by the Engineer.

Engineer - The person, firm or corporation named as such in the Contract Documents.

Field Order - A written order affecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.

Laboratory - The laboratory authorized by the Owner or the Owner's representative to test materials and work involved in the Project.

Manufacturer - A person, firm or corporation that fabricates, processes, or creates from raw materials or component parts, materials or equipment to be incorporated into the Project.

Notice of Award - The written notice of the acceptance of the Bid from the Owner to the successful Bidder.

Notice to Proceed - Written communication issued by the Owner to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

Owner - A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

Owner's Representative - The person, consultant, or engineering firm authorized by the Owner to represent him during the performance of the Work by the Contractor and until final acceptance. The Owner's Representative is referred to throughout the Contract Documents as if singular in number and masculine in gender. The Owner's Representative means the Owner's representative or his assistants.

Project - The undertaking to be performed as provided in the Contract Documents.

Resident Project Representative - The authorized representative of the Owner who is assigned to the Project site or any part thereof.

Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, Supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

Special Conditions - Modifications to Detailed Technical Provisions.

Specifications - The General Conditions, Supplemental General Conditions, Special Conditions, and Detailed Technical Provisions of these Contract Documents.

Subcontractor - An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

Substantial Completion - That date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.

Supplemental General Conditions - Modifications to General Conditions that are specifically applicable to this Project.

Supplier - Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

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

Work - All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.

Written Notice - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address or delivered in person to said party or his authorized representative on the Work.

2.1.02 Terms - Wherever used in the Contract Documents, the terms "directed", "required", "permitted", "ordered", "designated", "prescribed", or terms of like import are used, it shall be understood that the direction, requirements, permission, order, designation, or prescription of the Owner's Representative is intended. Similarly, the terms "approved", "acceptable", "satisfactory", "or equal", or terms of like import shall mean approved by or acceptable to or satisfactory to the Owner's Representative, unless otherwise expressly stated.

The word "provide" shall be understood to mean furnish and install.

2.1.03 Abbreviations - Whenever used in the Contract Documents, the following abbreviations shall have the meanings indicated:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AGMA	American Gear Manufacturer's Association
AI	The Asphalt Institute

AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron & Steel Institute
ANSI	American National Standards Institute (formerly USASI, USAU, ASA)
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ASA	American Standards Association (now ANSI)
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
CPR	Certified Payroll Records
DIR	California Department of Industrial Relations
IEEE	Institute of Electrical and Electronics Engineers
LCP	Labor Compliance Program
NBFU	National Board of Fire Underwriters
NEMA	National Electrical Manufacturers Association
PCA	Portland Cement Association
SSPC	Steel Structures Painting Council
UBC	Uniform Building Code, Pacific Coast Building Officials Conference of the International Conference of Building Officials
U/L or UL	Underwriters' Laboratories, Inc.
USASI or USAS	United States of America Standards Institute (now ANSI)

SECTION 2.2
of
GENERAL CONDITIONS

ADDITIONAL INSTRUCTIONS AND
DETAIL DRAWINGS

2.2.01 SECTION NOT USED.

2.2.02 SECTION NOT USED.

SECTION 2.3
of
GENERAL CONDITIONS

SCHEDULES, REPORTS AND RECORDS

2.3.01 A preconstruction conference will be held prior to commencement of the Work. Attendees shall be the Contractor, his Subcontractors, if applicable, the Owner, the Engineer, representatives of Federal, State or local regulatory or enforcement agencies, and any other parties deemed appropriate by the Owner.

2.3.02 The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the Contract Documents for the Work to be performed.

2.3.03 Prior to the start of construction, the Contractor shall submit a construction progress schedule to the Engineer for approval. Said schedule shall include, but is not limited to, the following information: Contractor's name, address and telephone number; project/contract number; date prepared; Engineer's name; Owner's name; date of Notice to Proceed; contract completion date; and, list of all important activities, including construction and material delivery, with starting and ending dates for each activity.

The schedule shall be prepared so that the Contractor can update it when significant changes in an activity time and/or completion time occur, as the Engineer may direct. After the Engineer approves the schedule, one (1) electronic copy shall be furnished to the Engineer for distribution. All costs for schedule preparation and printing are included in the Contractor's Bid.

The Engineer reserves the right to alter said schedule to prevent excessive public nuisance or to exclude areas where rights-of-way acquisition might still be in progress or provide timely facilities for testing and connection to other installations dependent upon this project.

2.3.04 Prior to starting construction, the Contractor shall submit to the Engineer for his approval a detailed breakdown of his cost estimate into the various elements of materials and construction operations. When approved, this breakdown will serve as a basis for the Engineer to determine partial payments.

2.3.05 Prior to the start of construction, the Contractor shall submit the dates at which special drawings will be required and the respective dates when applicable for submission of shop drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

SECTION 2.4
of
GENERAL CONDITIONS

DRAWINGS AND SPECIFICATIONS

2.4.01 SECTION NOT USED.

2.4.02 SECTION NOT USED.

2.4.03 SECTION NOT USED.

2.4.04 SECTION NOT USED.

SECTION 2.5
of
GENERAL CONDITIONS

SHOP DRAWINGS/MATERIAL SUBMITTALS

2.5.01 SECTION NOT USED.

2.5.02 SECTION NOT USED.

2.5.03 SECTION NOT USED.

2.5.04 SECTION NOT USED.

SECTION 2.6
of
GENERAL CONDITIONS

MATERIALS, SERVICES AND FACILITIES

2.6.01 It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

2.6.02 Materials and equipment shall be so stored as to ensure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection. The Contractor shall be entirely responsible for damage or loss to material and equipment until the Work has been completed by the Contractor and accepted by the Owner.

2.6.03 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

2.6.04 Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.

2.6.05 Materials, supplies or equipment to be incorporated into the Work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

2.6.06 Whenever under this Agreement it is provided that the Contractor shall furnish materials or manufactured articles, or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first class materials or articles of the kind required, with due consideration of the use to which they are to be put. In general, the Work performed shall be in full conformity and harmony with the intent to secure the best standard of construction and equipment of the Work as a whole or in part.

2.6.07 All equipment, materials, and supplies to be incorporated in the Work shall be new, unless otherwise specified.

SECTION 2.7

of
GENERAL CONDITIONS

INSPECTION AND TESTING

2.7.01 All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.

2.7.02 The Owner shall provide all inspection and testing services not required by the Contract Documents. Performance of these tests and all costs will be borne by the Owner; except, the cost of any test which shows unsatisfactory results shall be borne by the Contractor.

2.7.03 The Contractor shall provide at his expense the testing and inspection services required by the Contract Documents.

2.7.04 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will furnish the Engineer the required certificates of inspection, testing or approval. The Contractor shall pay for all inspection fees imposed by public agencies other than the Owner.

2.7.05 Inspections, tests, or approvals by the Engineer or others shall not relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

2.7.06 The Engineer and his representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof.

2.7.07 If any Work is covered contrary to the written instructions of the Engineer or work done for which the Contractor has not requested and received inspection, it must, if requested by the Engineer, be uncovered for his observation and replaced at the Contractor's expense.

2.7.08 If the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure,

observation, inspection, testing and reconstruction and an appropriate Change Order shall be issued.

2.7.09 Upon request of the Engineer, the Contractor shall furnish certification of compliance that fabricated or manufactured products conform to the standards of the industry as specified in these Contract Documents and that said fabricated or manufactured products were fabricated or manufactured under the quality control standards of the stated specifications of these Contract Documents.

SECTION 2.8
of
GENERAL CONDITIONS

SUBSTITUTIONS

2.8.01 Whenever a material, article or piece of equipment is identified in the Contract Documents by reference to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalog number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and use by the Contractor. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

2.8.02 The Contractor's use of approved substitutions or equals shall not relieve the Contractor from compliance with the Contract Documents. The Contractor shall bear all extra expense resulting from providing or using approved substitutions or equals where they affect the adjoining or related work, including the expense of required engineering, redesigning, drafting and permits, where necessary, whether the Owner's approval is given before or after receipt of Bids.

The Contractor shall bear the cost of all engineering work associated with the review of submittals for substitutions and equals. The Contractor shall approve the engineering costs prior to the performance of the engineering work using the form entitled "Authorization of Engineering Costs for the Evaluation of Substitutions and Equals" found in the General Conditions of the Specifications. The Engineer will not perform the submittal review until authorization is given. If the Contractor does not provide this authorization, the submittal will be rejected.

Engineering costs associated with redesign of adjoining or related work due to Substitutions or Equals shall be approved in writing by the Contractor prior to the performance of the work. The Contractor shall approve the cost of the engineering work using the form entitled, "Authorization of Engineering Costs for Redesign due to Substitutions and Equals" found in the General Conditions of the Specifications. The Engineer will not perform the redesign until the authorization is given. If the Contractor does not provide this authorization, the submittal, which created the need for redesign, shall be rejected.

SECTION 2.9
of
GENERAL CONDITIONS

INTELLECTUAL PROPERTY, PATENTS, ROYALTIES AND INDEMNIFICATION

2.9.01 The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof, including attorney's fees, except that the Owner shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified. However, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Engineer.

2.9.02 Contractor shall be responsible at all times for compliance with applicable patents, copyrights, trademarks, and/or other intellectual property rights held by others encompassing, in whole or in part, any invention, design, process, product, device, material, article or arrangement used, directly or indirectly, in the performance of the Work or incorporated into the Work.

Contractor shall pay, and include in the Contract Sum, all royalties and license fees and assume all costs incident to the use in the performance of the Work or the incorporation into the Work of any invention, design, process, product, device, material, article or arrangement which is the subject of a patent right, copyright, trademark, and/or other intellectual property right held by others.

To the fullest extent permitted by law, Contractor shall save, defend, hold harmless, and fully indemnify the District and all its officers and employees connected with the Project, other parties designated in Article "Insurance for Others" of Section 00 73 16, and all of their officers, agents, members, employees, authorized representatives, or any other persons deemed necessary by any of them acting within the scope of the duties entrusted to them, from all damages, claims for damage, costs, or expenses in law or equity, including attorney's fees and costs, that may at any time arise or be set up for any infringement or unauthorized use of any patent rights, copyrights, trademarks or other intellectual property claims by any person in consequence of the use by the District, or any of its officers, agents, members, employee authorized representatives, or any other person deemed necessary by any of them acting within the scope of the duties entrusted to them, of articles to be supplied under the Contract and of which Contractor is not the patentee or assignee or does not have the lawful right to sell the same.

This indemnity provision is in addition to all other defense, hold harmless and indemnity clauses in the Contract Documents and shall survive Final Completion and termination of the Contract. If the District is enjoined from the operation or use of the Work, or any part thereof, as a result of any suits or claims for infringement or unauthorized use of a patent right, copyright, trademark, and/or other intellectual property right, Contractor shall, at its sole expense and at no cost to the District, take reasonable steps to procure the right to operate or use the Work. If Contractor cannot procure such right within a reasonable time, Contractor shall promptly, at Contractor's sole expense and at no cost to the District, (1) modify the Work, consistent with applicable requirements of the Contract Documents, so as to avoid infringement of any such intellectual

property right, or (2) replace said Work with work that meets applicable requirements of the Contract Documents and that does not infringe or violate any such intellectual property right.

SECTION 2.10
of
GENERAL CONDITIONS

SURVEYS, PERMITS, REGULATIONS

2.10.01 SECTION NOT USED.

2.10.02 SECTION NOT USED.

2.10.03 SECTION NOT USED.

SECTION 2.11
of
GENERAL CONDITIONS

PROTECTION OF WORK, PROPERTY
AND PERSONS

2.11.01 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or 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, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

2.11.02 The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction, including the applicable provisions of the California Occupational Safety and Health Act of 1973, Part 1, Division 5, of the Labor Code §6300 et. seq. and the Construction Safety Orders of the Division of Industrial Safety. He will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the Work may affect them.

2.11.03 The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

2.11.04 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss. He will give the Engineer prompt Written Notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

2.11.05 Until the formal acceptance by the Owner of the performance of the Contractor hereunder, either by furnishing equipment and/or materials or by performance of Work, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the Work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of that which he is to provide or complete hereunder occasioned by any of the above causes before completion and acceptance and shall bear the expense thereof. In case

of suspension of Work from any cause whatsoever, the Contractor shall be responsible for all equipment and/or materials then upon Owner property and shall properly store them, if necessary, and shall erect temporary structures where necessary in so doing. Nothing in these Contract Documents shall be considered as vesting in the Contractor any right of property in materials used after they have been attached or affixed to the Work or the soil upon Owner's real property, but all such materials shall, upon being so attached or affixed, become the property of the Owner.

2.11.06 Prior to the beginning of any work, the Contractor shall obtain, at its sole expense, all permits required by the California Division of Occupational Safety and Health (Cal/OSHA) for permit-required activities associated with the Project and shall provide copies of such permits to the Owner upon request.

2.11.07 In accordance with Government Code Section 4216 and following, Contractor shall notify Underground Service Alert at least two days prior to excavation with a description of the area to be excavated to determine if any participant has a subsurface installation in the area.

2.11.08 The Contractor shall not commence any excavation over five (5) feet in depth until he has submitted to the Owner 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 any such excavation and such plan has been accepted by the Owner or by a registered civil or structural engineer, employed by the Owner, to whom authority to accept has been delegated. If such plan varies from the shoring system standards promulgated by the Department of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed and paid by the Contractor. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. Nothing contained in this article shall be construed as relieving the Contractor of full responsibility for providing shoring, bracing, sloping, or other provisions, which are adequate for worker protection.

2.11.09 A working platform for any scaffolding swung or suspended from an overhead support more than ten (10) feet above the ground, floor or area in which an employee on the scaffolding might fall, shall have a safety rail of wood or other equally rigid material of adequate strength; such rail shall be in compliance with the applicable orders of the Division of Industrial Safety.

The suspended scaffolding shall be fastened so as to prevent the same from swaying from the building, or structure, or other object being worked on from such scaffolding. All parts of such scaffolding shall be of sufficient strength to support, bear, withstand with safety, any weight of persons, tools, appliances or materials which might reasonably be placed on it or which are to be supported by it.

In addition to the duties imposed by any law regulating or relating to scaffolding, the Contractor who uses scaffolding in connection with the construction, alteration, repairing, painting, cleaning, or doing of any work upon any building or structure shall furnish safety lines to tie all hooks and hangers back on the roof of such building or structure and provide safety lines hanging from the roof, securely tied thereto, for all swinging scaffolds which rely upon stirrups of the single point of suspension type to support the working platform. One such line shall be provided for each workman with a minimum of one line between each pair of hangers or falls.

Platforms or floors of scaffolding shall be not less than fourteen (14) inches in width and shall be free from knots or fractures impairing their strength.

The use of lean-to scaffolds, sometimes known as jack scaffolds, as support for scaffolds is prohibited.

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

2.11.11 The Contractor shall not load nor permit any part of any structure to be loaded with any weights that will endanger the structure, nor shall subject any part of the Work to stresses or pressures that will endanger it.

2.11.12 The Contractor will be required to certify that he has an Injury, Illness Prevention Plan for his company as required by Labor Code Section 6401.7.

The names and telephone numbers of at least two medical doctors practicing in the vicinity and the telephone number of the local ambulance service shall be prominently displayed adjacent to telephones and carried by the supervisor of the work being performed.

The Contractor shall provide assurance to the District that all equipment has proper permits issued by the South Coast Air Quality Management District, or the local air quality district.

In addition, the Contractor shall be required to post notices required by Proposition 65 for any hazardous chemicals listed by the State Health Department, which are brought onto the property as part of the construction program.

2.11.13 Any public works contract of a local public entity, which involves digging trenches or other excavations that extend deeper than four feet below the surface, shall contain a clause, which provides the following:

- a. That the contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:
 - (1) Material the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, and that is required to be removed to Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - (2) Subsurface or latent physical conditions at the site differing from those indicated.

- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- b. That the public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.
 - c. That, in the event that a dispute arises between the public entity and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.
 - d. Differing Conditions shall not include:
 - 1. All that is indicated in or reasonably interpreted from the Contract Documents or Reference Documents;
 - 2. All that could be seen on Site;
 - 3. Conditions that are materially similar or characteristically the same as those indicated or described in the Contract Documents or Reference Documents.
 - 4. Conditions where the location of a building component is in the proximity where indicated in or reasonably interpreted from the Contract Documents or Reference Documents.
 - e. Contractor shall be responsible for the safety and protection of the affected area of the Work for the duration of the District's investigation of potential Differing Conditions.
 - f. Failure by Contractor to comply with the requirements of this Paragraph concerning the timing and content of any notice of unforeseen or differing site conditions or of any request for adjustment of the Contract Sum and/or Contract Time based on alleged unforeseen or differing site conditions shall be deemed a waiver of any Contract Claim or subsequent proceedings (e.g., Government Code Claims and litigation) by Contractor for adjustments to the Contract Sum or Contract Time arising from or relating to such conditions.

SECTION 2.12
of
GENERAL CONDITIONS

SUPERVISION BY CONTRACTOR

2.12.01 The Contractor shall supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor shall employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

2.12.02 The Contractor shall employ only such foremen, mechanics and laborers as are competent and skilled in their respective lines of work, and whenever the Engineer shall notify the Contractor that any man on the Work is, in his opinion, incompetent, unfaithful, intemperate, or disorderly or refuses to carry out the provisions of this Contract, or uses threatening or abusive language to any person on the Work representing the Owner, or is otherwise unsatisfactory, such man shall be discharged immediately from the Work and shall not be re-employed upon it except with the consent of the Engineer. Such discharge shall not be the basis of any claim for damages against the Owner or his agents.

2.12.03 In the event that the Contractor proposes to substitute a key team member during the performance of the Contract, Contractor shall submit to the District Representative, at least seven days prior to engaging the person, an Experience Statement form for the District's review and acceptance. Any proposed substitution is subject to the approval of the District Representative based upon qualifying experience on similar projects as set forth in the bid documents for the project. Failure to obtain the District's acceptance shall not constitute a cause for delay. In addition, the District may issue an order to stop the work under these General Conditions until such time as the Contractor engages persons possessing skills and qualifications acceptable to the District.

2.12.04. Whenever the Work of a Subcontractor is dependent upon the work of other Subcontractors or Contractors, then Contractor shall require the Subcontractor to:

1. coordinate its Work with the dependent work;
2. provide necessary dependent data, connections, miscellaneous items, and other transitional requirements;
3. supply and install items to be built into dependent work of others;
4. make provisions for dependent work of others;
5. examine dependent drawings and specifications and submittals;
6. examine previously placed dependent work;
7. check and verify dependent dimensions of previously placed work;
8. notify Contractor of previously placed dependent work or dependent dimensions which are unsatisfactory or will prevent a satisfactory installation of its Work; and

9. not proceed with its Work until the unsatisfactory dependent conditions have been corrected.

2.12.05. Contractor shall immediately comply with and prosecute orders and instructions including, but not limited to, Change Orders, RFI replies and Clarifications given by the District in accordance with the terms of the Contract, but nothing herein contained shall be taken to relieve Contractor of any of its obligations or liabilities under the Contract, or of performing its required detailed direction and supervision.

2.12.06. Contractor shall at all times permit the District, its agents and authorized representatives to: (i) visit and inspect the Work, the materials and the manufacture and preparation of such materials; (ii) subject them to inspection at all such places; and (iii) reject the Work if it does not conform to the requirements of the Contract Documents. This obligation of Contractor shall include maintaining proper facilities and safe access for such inspection. Where the Contract requires Work to be tested or inspected, it shall not be covered up before inspection and approval by the District.

2.12.07. Whenever Contractor desires to perform Work outside regular working hours, Contractor shall give notice to the District of such desire and request and obtain the District's written permission at least 3 working days in advance, or such other period as may be specified, except in the event of an emergency prior to performing such Work so that the District may make the necessary arrangement for testing and inspection.

2.12.08. If Contractor receives a written notice from the District that a Clarification is forthcoming from the District, all Work performed before the receipt of the Clarification shall be coordinated with the District to minimize the effect of the Clarification on Work in progress. All affected Work performed after receipt of the District's written notice but before receipt of the Clarification and not so coordinated shall be at Contractor's risk.

2.12.09. During all disputes or disagreements with the District, Contractor shall carry on the Work and adhere to the progress schedule required to be submitted under the requirements of the Contract Documents. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the District and Contractor may otherwise agree in writing.

SECTION 2.13
of
GENERAL CONDITIONS

CHANGES IN THE WORK

2.13.01 This Agreement may not be altered in whole or in part except by modification in writing and properly executed by all parties hereto or by a change order.

2.13.02 The Owner may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by Change Order.

2.13.03 The Engineer, also, may at any time, by issuing a Field Order, make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work ordered by the Engineer unless the Contractor believes that such Field Order entitles him to a change in Contract Price or Time, or both, in which event he shall give the Engineer Written Notice thereof within seven (7) days after the receipt of the ordered change. Thereafter the Contractor shall document the basis for the change in Contract Price or Time within thirty (30) days. The Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the Owner.

SECTION 2.14
of
GENERAL CONDITIONS

CHANGES IN CONTRACT PRICE

2.14.01 The Contract Price may be changed only by a Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- a. Unit prices. Original bid items. Unit prices previously approved are acceptable for pricing changes of original bid items. However, when changes in quantities exceed fifteen (15) percent of the original bid quantity and the total dollar change of that bid item is significant, the Owner shall review the unit price to determine if a new unit price should be negotiated.
- b. An agreed lump sum.
- c. The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the Work to cover the cost of general overhead and profit.

When all or any part of the work covered by Change Order is performed by any of the Contractor's Subcontractors, the markups established in this section shall be applied to the Subcontractor's actual cost of such work, to which a markup of five (5) percent on the subcontracted portion of the work may be added by the prime Contractor.

SECTION 2.15
of
GENERAL CONDITIONS

TIME FOR COMPLETION AND
LIQUIDATED DAMAGES

2.15.01 The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on or before a date specified in the Notice to Proceed. The Contractor should be aware that time is of the essence for this project.

2.15.02 The Contractor will proceed with the Work at such rate of progress to ensure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

2.15.03 If the Contractor shall fail to complete the Work within the Contract Time, or requests for extension of time approved by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the Agreement for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

2.15.04 The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following, and the Contractor has promptly given Written Notice of such delay to the Owner or Engineer.

- a. To any preference, priority or allocation order duly issued by the Owner.
- b. If delays are caused by unforeseen events beyond the control of both the Contractor and the Owner, such delays will entitle the Contractor to an extension of time as provided herein, but the Contractor shall not be entitled to damages or additional payment due to such delays. War, government regulations, labor disputes, strikes, fires, floods, adverse weather necessitating cessation of work, other similar action of the elements, inability to obtain materials, equipment, labor, required "extra work," or other specific reasons as may be further described in the specifications may constitute such a delay.

No extension of time will be granted for a delay caused by the inability to obtain materials unless the Contractor furnishes to the Engineer documentary proof of the inability to obtain such materials in a timely manner in accordance with the sequence of the Contractor's operations and the approved construction schedule.

- c. To any delays of Subcontractors occasioned by any of the causes specified in paragraphs 2.15.04a and 2.15.04b of this article.

- d. If delays beyond the Contractor's control are caused by reasons other than those mentioned above, but substantially equal in gravity to those enumerated, and an extension of time is deemed by the Engineer to be in the best interests of the Owner, an extension of time may be granted, but the Contractor shall not be entitled to damages or additional payment due to such delays.

If delays beyond the Contractor's control are caused solely by action or inaction by the Owner, such delays will entitle the Contractor to an extension of time.

- e. Extensions of time, when granted, will be based upon the effect of delays on the project as a whole and will not be granted for noncontrolling delays to minor included portions of work unless it can be shown that such delays did, in fact, delay the progress of the project as a whole.
- f. If the Contractor desires payment for a delay or an extension of time, he shall, within thirty (30) days after the beginning of the delay, file with the Owner a written request and report as to the cause and extent of the delay. The request for payment or extension must be made at least fifteen (15) days before the specified completion date. Failure by the Contractor to file these items within the times specified will be considered grounds for refusal by the Owner to consider such request.

2.15.05 In case the Work called for under this Contract is not completed within the time limit stipulated herein, the Owner shall have the right, in lieu of assessing liquidated damages, to extend the time of completion thereof. If the time limit be so extended, the Owner shall have the right to charge to the Contractor and to deduct from the final payment for the Work, the actual cost to the Owner of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the Contract and which accrue during the period of such extension, except that the cost of final surveys and preparation of final estimate and the cost accruing by reason of unavoidable delays shall not be included in such charges.

SECTION 2.16
of
GENERAL CONDITIONS

CORRECTION OF WORK

2.16.01 The Contractor shall promptly remove from the premises all Work rejected by the Engineer for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.

2.16.02 All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of Written Notice, the Owner may remove such Work and store the materials at the expense of the Contractor.

SECTION 2.17
of
GENERAL CONDITIONS

SUBSURFACE CONDITIONS AND
EXAMINATION OF CONTRACT DOCUMENTS

2.17.01 The Contractor represents that he has carefully examined the Contract Documents and the site where the Work is to be performed and that he has familiarized himself with all local conditions and Federal, State and local laws, ordinances, rules and regulations that may affect performance of the Work in any manner. The Contractor further represents that he has studied all surveys and investigation reports governing subsurface and latent physical conditions pertaining to the job site; that he has performed such additional surveys and investigations as he deems necessary to complete the Work at the Contract Price; and, that he has correlated the results of all such data with the requirements of the Contract Documents. The submittal of a Bid shall be conclusive evidence that the Contractor has investigated and is satisfied as to the conditions to be encountered and as to the character, quality and scope of the Work.

2.17.02 The Drawings for the Work show conditions as they are supposed or believed by the Engineer to exist; but it is not intended or to be inferred that the conditions as shown thereon constitute a representation that such conditions actually exist. The Owner and the Engineer shall not be liable for any loss sustained by the Contractor as a result of any variance of the conditions as shown in the Drawings and the actual conditions revealed during the progress of the Work or otherwise.

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

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

When a log of test borings showing a record of the data obtained by the investigation of subsurface conditions by the Owner, the Engineer or their consultants is included with the Drawings, it is expressly understood and agreed that said log of test borings does not constitute a part of the

Agreement, represents only the opinion of the Owner or the Engineer or their consultants as to the character of the materials encountered by them in the test borings, is included in the Drawings only for the convenience of the Contractor, and its use is subject to all of the conditions and limitations set forth in this article.

2.17.03 The availability or use of information described in this article is not to be construed in any way as a waiver of the provisions of Section 2.17.01 and the Contractor is cautioned to make such independent investigations and examinations as he deems necessary to satisfy himself as to conditions to be encountered in the performance of the Work.

2.17.04 No information derived from such inspection of records of investigations or compilation thereof made by the Owner, Engineer, or their consultants will in any way relieve the Contractor from any risk or from properly fulfilling the terms of the Agreement.

SECTION 2.18
of
GENERAL CONDITIONS

SUSPENSION OF WORK,
TERMINATION AND DELAY

2.18.01 The Owner may suspend the Work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by Written Notice to the Contractor and the Engineer which notice shall fix the date on which Work shall be resumed. The Contractor will resume that Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

2.18.02 If the Contractor is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work or if he disregards the authority of the Engineer, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a Written Notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated in a Change Order.

2.18.03 Where the Contractor's services have been terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due to the Contractor will not release the Contractor from compliance with the Contract Documents.

2.18.04 After ten (10) days from delivery of a Written Notice to the Contractor and the Engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus reasonable profit. The Owner's authority and responsibility with respect to termination for convenience of owner or upon breach of contract are set forth in more detail in Section 2.35 of these General Conditions.

2.18.05 If, through no act or fault of the Contractor, the entire Work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or by request of litigation relating to the Project, or the Engineer fails to act on any request for payment within thirty (30) days after it is submitted, or the Owner fails to pay the Contractor substantially the sum approved by the Engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a Written Notice to the Owner and the Engineer, terminate the Agreement and recover from the Owner payment for all Work executed and all expenses sustained. In addition and in lieu of terminating the Agreement, if the Engineer has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may upon ten (10) days Written Notice to the Owner and the Engineer stop the Work until he has been paid all amounts then due, in which event and upon resumption of the Work, Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the Work.

2.18.06 If the performance of all or any portion of the Work is suspended, delayed, or interrupted as a result of a failure of the Owner or Engineer to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner or Engineer.

SECTION 2.19
of
GENERAL CONDITIONS

PAYMENTS TO CONTRACTOR

2.19.01 SECTION NOT USED

2.19.02 SECTION NOT USED

2.19.03 SECTION NOT USED

2.19.04 SECTION NOT USED

2.19.05 SECTION NOT USED

2.19.06 SECTION NOT USED

2.19.07 SECTION NOT USED

2.19.08 SECTION NOT USED

SECTION 2.20
of
GENERAL CONDITIONS

ACCEPTANCE OF FINAL
PAYMENT AS RELEASE

2.20.01 The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the Owner and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bond.

SECTION 2.21
of
GENERAL CONDITIONS

INSURANCE

2.21.01 The Contractor shall not commence any work under the Contract Documents until he obtains at his own expense all required insurance. Such insurance must have the approval of the Owner as to Company, limits, form and amount. The Contractor shall not permit any Subcontractor to commence work on the Project until the Subcontractor has also complied with these insurance requirements. The types of insurance, which the Contractor shall secure and maintain for the full Contract time, are Workers' Compensation Insurance, Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance, Builder's Risk "All Risk" Insurance, and Contractor's Pollution Liability Insurance as hereinafter specified. 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 his operations under the Contract Documents.

All policies required by this Section shall be primary insurance as to the Owner so that coverage held by the Owner will not contribute to any loss under the Contractor's insurance using the ISO endorsement CG 20 01 04 13 or coverage at least as broad.

Premiums for said insurance shall be paid for by the Contractor.

2.21.02 Before commencing any work, the Contractor shall submit written evidence that he and all Subcontractors have obtained for the Contract time full Worker's Compensation Insurance coverage, as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation** (also known as Transfer of Rights of Recovery Against Others to Us): The Contractor hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the Owner, its directors, officers, employees, and authorized volunteers, for losses paid under the terms of this coverage which arise from work performed by the named insured for the Owner; this provision applies regardless of whether or not the Owner has received a waiver of subrogation from the insurer.

2.21.03 Before commencing any work, the Contractor shall procure for the entire Contract time full Commercial General Liability Insurance, Automobile Liability Insurance coverage, and Contractor's Pollution Liability as hereinafter specified. Such insurance shall insure the Contractor and all Subcontractors for all claims for personal injury, including sickness and death, and all claims for destruction of or damage to property, including loss of use, arising out of or in connection with any operations under the Contract Documents, whether such operations be by the Contractor or by any Subcontractor under the Contractor, or by anyone directly or indirectly employed by the Contractor or by any Subcontractor.

Such Commercial General Liability Insurance shall be written with a limit of liability of not less than five million dollars (\$5,000,000) per occurrence or the full per 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 (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement, or insurer's equivalent endorsement provided to the District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit. Should the Contractor maintain insurance coverage exceeding the specified amount, any such additional coverage shall still benefit the Owner.

Such Commercial General Liability Insurance shall also be written for all damages arising out of injury to or destruction of property of others, arising directly or indirectly out of or in connection with the performance of the Work under the Contract Documents and in any one occurrence, including explosion, collapse and underground exposure.

Contractor's Pollution Liability – (optional: if project involves environmental hazards) with limits no less than \$5,000,000 per occurrence or claim, and \$10,000,000 policy aggregate.

Such Automobile Liability Insurance shall be written with a limit of liability of not less than one million dollars (\$1,000,000) for all damages arising out of bodily injury, including sickness and death, at any time resulting therefrom, sustained by any one person in any one occurrence, and a limit of liability of not less than two million dollars (\$2,000,000) aggregate for any such damages sustained by two or more persons in any one occurrence. Such automobile liability insurance shall be written with a limit of liability of not less than one million dollars (\$1,000,000) for all damages arising out of injury to or destruction of property of others, arising directly or indirectly out of or in connection with the performance of the Work under the Contract Documents and in any one occurrence, including explosion, collapse and underground exposure.

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

Coverage for Commercial General Liability Insurance, Contractor's Pollution Liability Insurance and Automobile Liability Insurance shall be at least as broad as the following:

- a. Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 00 01).
- b. Insurance Services Office (Form CA 00 01), covering Symbol 1 (any auto) with a limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
- c. Excess Liability Insurance (if necessary) - The limits of insurance required in this agreement may be satisfied by a combination of primary, umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of

the District (if agreed to in a written contract or agreement) before the District's own primary or self-insurance shall be called upon to protect it as a named insured.

Any deductible or self-insured retention must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officers, employees, agents and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigations, administration and defense expenses.

The Commercial General Liability Insurance policy and Contractor's Pollution (if necessary) are to contain, or be endorsed to contain, the following provisions:

The policy for such insurance shall include contractual coverage sufficiently broad to cover the Contractor's indemnification agreement contained in Section 2.24 excepting 2.24.04 of these General Conditions. The District, its directors, officers, employees, and authorized volunteers are to be given insured status at least as broad as ISO endorsement CG 20 10 11 85; or both CG 20 10 10 01 and CG 20 37 10 01 (or the CG 20 10 07 04 and CG 20 37 07 04 (or earlier edition date) specifically naming all of the District parties required in this agreement, or using language that states "as required by contract"). All Subcontractors hired by Contractor must also have the same forms or coverage at least as broad; as respects (via CG 20 38 04 13): 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 automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officers, employees, or authorized volunteers.

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in the favor of the District for all work performed by the Contractor, its employees, agents and subcontractors. this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.

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

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

or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by Owner. The policy must specify that coverage is to include all materials and equipment to be incorporated in the Project while at the construction site and while in transit.

Such policy shall be endorsed with the District, the Owner, the Owner's Representative, the Engineer and their consultants and each of their directors, officers, employees, and authorized volunteers named as loss payee, as their interest may appear. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for the District or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by the District. A maximum deductible amount of five thousand dollars (\$5,000.00) on all perils will be allowed. Also, the insurer shall waive all rights of subrogation.

If the Owner determines not to require the Contractor to procure such insurance, the Contract price shall be reduced by the amounts set forth in the bid items for the premium for such insurance.

If the Owner determines to require the Contractor to procure such insurance, such insurance shall be endorsed with the District, the Owner, the Owner's Representative, the Engineer and their consultants and each of their directors, officers, employees, and authorized volunteers named as loss payee, as their interest may appear. The policy or policies for such insurance may provide for a deductible amount not to exceed five (5) percent of the Contract price. As provided in Section 7104 of the Public Contracts Code, the Contractor is responsible for the cost of repairing or restoring work up to five (5) percent of the contract amount.

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

Acceptability of Insurers - Any insurance carrier providing insurance coverage required by the Contract Documents shall be authorized to do business in the State of California unless waived, in writing, by the District's Contracts Analyst. Carrier(s) shall have an A.M. Best rating of no less than an A: VII or better.

Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with District a certificate of insurance (Acord Form 25 or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative and evidence of waiver of rights of subrogation against the District. Such evidence shall also include (1) attached additional insured endorsements with primary & non-contributory wording, (2) Workers' Compensation waiver of subrogation, and (3) a copy of the Commercial General Liability declarations or

endorsement page listing all policy endorsements, and confirmation that coverage includes or has been modified to include required provisions. The District reserves the right to obtain complete, certified copies of all required insurance policies at any time and the Contractor shall provide the same within five (5) days of such request. Failure to continually satisfy the insurance requirements is a material breach of contract.

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

The Contractor shall, upon demand of District, deliver to District copies such policy or policies of insurance and the receipts for payment of premiums thereon.

The District reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other circumstances.

SECTION 2.22
of
GENERAL CONDITIONS

CONTRACT SECURITY

2.22.01 The Contractor shall within thirty (30) days after the receipt of the Notice of Award furnish the Owner with a Performance Bond in penal sum equal to the amount of the Contract Price and a Payment Bond in penal sum equal to one-hundred (100) percent of the amount of the Contract Price, requiring the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the payment by the Contractor to all subcontractors, persons supplying labor and materials in the prosecution of the Work provided by the Contract Documents.

2.22.02 Bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570 and by California law. The expense of these Bonds shall be borne by the Contractor. Bonds to be placed with insurers with a current A.M. Best's rating of no less than A: VII or better.

2.22.03 If at any time a surety on any such Bond is declared a bankrupt or loses its right to do business in the state in which the Work is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such Bond shall be paid by the Contractor. No further payments shall be deemed due nor shall they be made until the new surety or sureties shall have furnished an acceptable Bond to the Owner.

2.22.04 The Performance Bond and the Payment Bond must remain in effect throughout the period for performance of the Work and through the time of final payment by the Owner, and the Performance Bond must remain in effect for a period of one (1) year from the date of approval of the work by the Board of Directors of Owner, which is the period of the Contractor's warranty, or as modified under the Supplemental General Conditions. If a change order results in an increased contract amount, an updated bond must be submitted to reflect the revised total contract value.

SECTION 2.23
of
GENERAL CONDITIONS

ASSIGNMENTS AND BANKRUPTCY

2.23.01 The Contractor shall not sell, transfer, assign or otherwise dispose of the Agreement or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the Owner.

2.23.02 In the event of bankruptcy of the Contractor, whether voluntary or involuntary, this Agreement is automatically terminated, and the Contractor is entitled to no further payments over and above the reasonable value of the actual work completed at that time.

SECTION 2.24
of
GENERAL CONDITIONS

INDEMNIFICATION

2.24.01 The Contractor and any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable during the term of this agreement and associated with the work performed thereunder, will indemnify, defend and hold harmless the Owner and any of their directors, independent contractors, agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense is attributable to personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any act or omission of the Contractor, any Subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose acts or omissions any of them may be liable, but not including the sole or active negligence or willful misconduct of the Owner.

Each of the indemnified parties named in this Section shall be entitled to designate the attorney of their choice and indemnitor agrees to keep Owner's attorney advised as to the status of all claims, damages, losses, expenses and litigation which may arise hereunder.

2.24.02 In any and all claims against the Owner or any of their directors, independent contractors, agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

2.24.03 The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.

2.24.04 The Contractor shall indemnify, defend and save the Owner, the Owner's Representative, the Engineer, their consultants, and each of their directors, independent contractors, officers, employees and agents harmless from all costs, losses, expenses, damages, attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of Contractor's obligations under the Agreement, including but not limited to, Contractor's failure to complete any portion of the Work by the time specified in the Contract Documents. Such costs, expenses, and damages shall include all costs incurred by the Owner, the Owner's Representative, the Engineer, and their consultants to defend against any claims, stop notices, or lawsuits based thereon in which any of them is made a party.

Each of the indemnified parties named in this section shall be entitled to designate the attorney of their choice and the indemnitor agrees to pay the fee of each such attorney so designated.

SECTION 2.25
of
GENERAL CONDITIONS

SEPARATE CONTRACTS

2.25.01 The Owner reserves the right to let other contracts in connection with this Project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work and shall properly connect and coordinate his Work with theirs. If the proper execution or results of any part of the Contractor's Work depends upon the Work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such Work that render it unsuitable for such proper execution and results.

2.25.02 The Owner may perform additional Work related to the Project by himself, or he may let other Contracts containing provisions similar to these. The Contractor will afford the other Contractors who are parties to such Contracts (or the Owner, if he is performing the additional Work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work and shall properly connect and coordinate his Work with theirs.

2.25.03 If the performance of additional Work by other Contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, Written Notice thereof shall be given to the Contractor prior to starting any such additional Work. If the Contractor believes that the performance of such additional Work by the Owner or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefor as provided in Sections 2.14, 2.15, and 2.18.

SECTION 2.26
of
GENERAL CONDITIONS

SUBCONTRACTING

2.26.01 The Contractor may utilize the services of specialty Subcontractors on those parts of the Work, which, under normal contracting practices, are performed, by specialty Subcontractors.

2.26.02 After submission of his Bid, the Contractor shall not award Work to any unlisted Subcontractor(s) without prior written approval of the Owner.

2.26.03 The Contractor shall be fully responsible to the Owner for the performance of his Subcontractors, and of persons either directly or indirectly employed by them.

2.26.04 The Contractor shall review each condition of this Contract and cause to be inserted in all subcontracts comparable provisions relative to the Work to bind Subcontractors to the Contractor by the terms of the Subcontract Documents insofar as applicable to the Work of Subcontractors in the same manner that Contractor is bound to Owner (e.g., payment bond, insurance, arbitration, termination on unauthorized assignment or on bankruptcy, etc.), and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents. Copies of contracts between the Contractor and any Subcontractors shall be furnished to the Owner upon request.

2.26.05 All payments by Contractor to Subcontractor(s), which involve material made by joint check, shall specifically allocate the payment between the materialmen involved and the Subcontractor.

2.26.06 Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.

SECTION 2.27
of
GENERAL CONDITIONS

ENGINEER'S AUTHORITY

2.27.01 The Engineer shall act as the Owner's representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and Work performed. He shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Engineer will make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents.

2.27.02 The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship and execution of the Work. Inspections may be at the factory or fabrication plant of the source of material supply.

2.27.03 The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

2.27.04 The Engineer shall promptly make decisions relating to interpretation of the Contract Documents.

2.27.05 Any plan or method of Work suggested by the Engineer but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the Engineer and the Owner shall assume no responsibility therefor.

2.27.06 Engineer's authority and responsibility with respect to Resident Project Representation are as set forth in Section 2.33 of these General Conditions.

SECTION 2.28
of
GENERAL CONDITIONS

LAND AND RIGHTS-OF-WAY

2.28.01 Prior to issuance of Notice to Proceed, the Owner shall obtain land and all work shall be performed within existing public rights-of-way for carrying out the Work to be performed pursuant to the Contract Documents. Right-of-way limits are shown on the Drawings.

2.28.02 The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

2.28.03 Contractor shall confine his equipment, the storage of materials and equipment and the operations of his workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment.

2.28.04. Notwithstanding the designation of Contract limits or the indication of temporary fences or barricades, the provisions of the Contract Documents governing certain portions or phases of the Work may require that certain operations be carried out beyond such designated limits. In all cases, the Work shall be constructed solely within the boundaries described in the Contract Documents. Contractor shall coordinate with the District to obtain in advance of said operations all necessary permits, rights-of-way, or easements, and shall give proper notice thereof to owners of affected properties in accordance with section 832 of the California Civil Code. Contractor shall obtain all such permits, rights-of-way and easements at no cost to the District.

2.28.05. Pumping, draining and control of surface and ground water and excavating or other earthwork shall be carried out so as to avoid endangering the Work or adjacent facility or property, or interrupting, restricting or otherwise infringing or interfering with the use thereof. Contractor shall conform to the Code and applicable laws and regulations and shall obtain all permits necessary to perform grading or excavation or dispose of surface or ground water or excavated materials at the Site.

2.28.06. Contractor shall not load nor permit any part of any structure to be loaded in a manner that will endanger the structure, nor shall Contractor subject part of the Work or adjacent property to stresses or pressures that will endanger it.

2.28.07. Contractor shall assume full responsibility and shall promptly settle all claims for damage to areas within the Contract limits, or to adjoining areas or the owners or occupants thereof, resulting from the performance of the Work.

SECTION 2.29
of
GENERAL CONDITIONS

GUARANTEE

2.29.01 The Contractor shall guarantee that all materials and equipment furnished will be new unless otherwise specified.

2.29.02 The Contractor shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of acceptance by the Board of Directors of Owner. The Contractor warrants and guarantees for a period of one (1) year from the date of acceptance by the Board of Directors of Owner that the completed work is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reasons of such defects including the repairs of any damage to other parts of the work resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other Work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect throughout the guarantee period.

SECTION 2.31
of
GENERAL CONDITIONS

TAXES

2.31.01 The Contractor shall be responsible for paying all taxes applicable during the performance of the Work or portions thereof, whether or not said taxes were in effect on or increased after the date of Bid opening including, but not limited to, all sales, consumer, use and other similar taxes assessed by Federal, State or local authorities where the Work is performed.

2.31.02 The terms of these Contract Documents may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to these Contract Documents, the private party may be subjected to the payment of personal property taxes levied on such interest.

SECTION 2.32
of
GENERAL CONDITIONS

CONFLICT

2.32.01 SECTION NOT USED.

2.32.02 SECTION NOT USED.

SECTION 2.33
of
GENERAL CONDITIONS

RESIDENT PROJECT REPRESENTATIVE

2.33.01 The Engineer will furnish a Resident Project Representative and Assistants to assist the Engineer in carrying out his responsibilities at the Project sites. The duties, responsibilities, and limitations of authority of any such Resident Project Representative and Assistants are herein set forth.

2.33.02 The Resident Project Representative is the Engineer's agent and will act as directed by and under the supervision of the Engineer. He will confer with the Engineer regarding his actions. His dealings in matters pertaining to the on-site Work shall, in general, be only with the Engineer and the Contractor. His dealings with Subcontractors shall only be through or with the full knowledge of the Contractor or his superintendent. He will generally communicate with the Owner only through or as directed by the Engineer.

2.33.03 The duties and responsibilities of the Resident Project Representative will be as follows:

- a. Schedules - Review the progress schedule, schedule of Shop Drawing submissions, and schedule of values prepared by the Contractor and consult with the Engineer concerning their acceptability.
- b. Conferences - Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with the Engineer and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
- c. Liaison -
 - (1) Serve as the Engineer's liaison with the Contractor, working principally through the Contractor's superintendent and assist him in understanding the intent of the Contract Documents. Assist the Engineer in serving as Owner's liaison with the Contractor when Contractor's operations affect Owner's on-site operations.
 - (2) As requested by the Engineer, assist in obtaining from the Owner additional details or information, when required at the job site for proper execution of the Work.
 - (3) Alert the Contractor directly and through his superintendent, to the hazards involved in accepting or acting upon instructions from the Owner or others, except instructions transmitted through the Engineer or himself.

- d. SECTION NOT USED
- e. SECTION NOT USED
- f. Interpretation of Contract Documents - Transmit to the Contractor the Engineer's clarifications and interpretations of the Contract Documents.
- g. Modifications - Consider and evaluate the Contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to the Engineer.
- h. Records -
 - (1) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Agreement, the Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents.
 - (2) Keep a diary or logbook, recording hours on the job site, weather conditions, data related to questions of extras or deductions, list of visiting officials, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to the Engineer.
 - (3) Record names, addresses and telephone numbers of all the Contractors, Subcontractors, and major Suppliers of equipment and materials.
- i. Reports -
 - (1) Furnish Engineer periodic reports as required of progress of the Work and the Contractor's compliance with the approved progress schedule and schedule of Shop Drawing submissions.
 - (2) Consult with the Engineer in advance of scheduled major tests, inspections or start of important phases of the Work.
- j. Payment Requisitions - Review applications for payment with the Contractor for compliance with the established procedure for their submission and forward them with recommendations to the Engineer, noting particularly their relation to the schedule of values, Work completed and materials and equipment delivered at the site.
- k. Guarantees, Certificates, Maintenance and Operation Manuals - During the course of the Work, verify that guarantees, certificates, maintenance and operation manuals and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed; and deliver this material to the Engineer for his review and forwarding to the Owner prior to final acceptance of the Project.

1. Completion -

- (1) Before the Engineer issues a Certificate of Substantial Completion, submit to the Contractor a list of observed items requiring correction.
- (2) Conduct final inspection in the company of the Engineer, Owner and Contractor and prepare a final list of items to be corrected.
- (3) Verify that all items on the final list have been corrected and make recommendations to the Engineer concerning acceptance.

2.33.04 Except upon written instructions of the Engineer, the Resident Project Representative shall not:

- a. Authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
- b. Undertake any of the responsibilities of the Contractor, Subcontractors, or Contractor's superintendent.
- c. Expedite Work for the Contractor.
- d. Advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
- e. Advise on or issue directions as to safety precautions and programs in connection with the Work.
- f. Authorize the Owner to occupy the Project in whole or in part.
- g. Participate in specialized field or laboratory tests.

SECTION 2.34
of
GENERAL CONDITIONS

LEGAL RELATIONS AND RESPONSIBILITY

2.34.01 The Contractor shall keep himself fully informed of all existing and future State and Federal laws and all county and city ordinances and regulations which in any manner affect the conduct of the Work, and all of such orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency is discovered in the Contract Documents or Agreement for the Work in relation to any such law, ordinance, regulation, order or decree, he shall forthwith report the same to the Engineer in writing. He shall at all times observe and comply with and shall cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect, defend and indemnify the Owner, the Engineer, and all of its and their officers and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations and without giving notice to the Owner, the Contractor shall bear all costs arising therefrom.

The Contractor's attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of California and especially to Article 2 (Wages); and Article 3 (Working Hours).

- a. Wages to be paid for a day's work to all classes of laborers, workers, or mechanics on the work contemplated by the contract, shall be not less than the prevailing rate for a day's work in the same trade or occupation on the locality within the State where the work hereby contemplated is to be performed as determined by the State of California Director of Industrial Relations pursuant to his authority under Labor Code section 1720 et. seq. Each laborer, worker, or mechanic employed by a Contractor or by any Subcontractor shall receive the wages herein provided for. The Contractor shall pay up to two hundred (\$200.00) per day penalty for each worker paid less than the prevailing rate of per diem wages. The difference between the prevailing rate of per diem wages and the wage paid to each worker shall be paid by the Contractor to the worker. NOTE: an error on the part of the awarding body does not relieve the Contractor from responsibility for payment of the prevailing wage of per diem wages and penalties pursuant to Labor Code section 1720 – 1781 and 1813 – 1815.
- b. In accordance with Sections 1773.1 and 1773.8 of the Labor Code the Contractor shall pay travel and subsistence payments to each workman needed to execute the Work as such travel and subsistence payments are defined in the applicable collective bargaining assurances filed with the Department of Industrial Relations.
- c. Pursuant to Labor Code Section 1810 et. seq., it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.

- d. Pursuant to Labor Code Section 1813, it is stipulated hereby that the Contractor shall, as a penalty to the Owner, forfeit up to twenty-five (25) Dollars for each workman employed in the execution of this Contract by the Contractor or by any Subcontractor hereunder for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of 8 hours per day at not less than 1.5 times the base rate of pay (or 2 times base rate on Sunday/Holidays), in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2, of the Labor Code.
- e. The Contractor is responsible for compliance with Labor Code Section 1777.5 and the California Code of Regulations 230 – 230.2 for all apprenticeable occupations, whether employed by the Contractor or by the Subcontractors. Included in these requirements is the Contractor's requirement to provide notification to the appropriate apprenticeship committees, pay training fund contributions, utilize apprentices in a minimum ratio of not less than once apprentice for each five journeyman hours (unless an exception is granted in accordance with Labor Code 1777.5) and/or request for the dispatch of apprentices.

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

Willful violations of Section 1777.5 will result in a forfeiture of \$100.00 for each calendar day of noncompliance which shall be withheld from progress payments by Owner upon notice from the Department of Industrial Relations. (Labor Code 1777.7).

- f. Attention is directed to the provisions of Labor Code 1725.5 requiring all contractors and subcontractors who bid or work on a public works project to be registered with the Department of Industrial Relations (DIR) via its online portal: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm>

2.34.02 In the event of any legal or equitable proceeding to enforce the terms or conditions of this Agreement, the parties agree that venue shall be in the judicial district in which the office of the Owner is located.

2.34.03 If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

All clauses contained in the Contract Documents shall be interpreted in a manner, which renders them valid under applicable provisions of State, and Federal law where a consistent interpretation is possible.

2.34.04 In the event any arbitration proceeding, administrative proceeding or litigation in law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions or performance of this Agreement, the prevailing party shall be entitled to the award of a reasonable attorney's fee and the costs of the proceeding, which shall be determined by the Court or the presiding officer at the proceeding, authorized to make a determination of the issues at the hearing level, or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

If any party to this Agreement becomes a party to any litigation, administrative proceeding or arbitration concerning the enforcement or interpretation of the provisions of this Agreement or the performance of this Agreement by reason of any act or omission of another party or authorized representatives of another party to this Agreement and not by any act or omission of the party that becomes a party to that proceeding or any act or omission of its authorized representatives, the party that causes another party to become involved in the proceeding shall be liable to that party for reasonable attorney fees and costs of the proceeding incurred by that party in the proceeding. The award of reasonable attorney fees and costs shall be determined as provided above.

In the event opposing parties have each prevailed on one or more causes of action actually contested or admitted by pleadings or prehearing documents on file, the presiding officer may offset such fees and costs between prevailing parties after considering the necessity of the proceeding and the importance of the issue or issues upon which a party has prevailed.

2.34.05 It shall be the responsibility of the contractor to maintain an accurate payroll record showing the name, address, Social Security Number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each employee in accordance with Labor Code 1776, and to insure that each subcontractor on the project also complies with all provisions of Labor Code 1776 and this contract provision.

All payroll records shall be certified as accurate by the applicable contractor or subcontractor or its agent having authority over such matters.

The Contractor shall submit to the Agency's designated Labor Compliance Officer a copy of Certified Payroll Records as enumerated by Labor Code 1776 for the Contractor's, as well as Subcontractor's, employees working on the project work. The Agency shall make no payment to the Contractor until the certified records are received by the Agency's designated Labor Compliance Administrator/Department/Division. Each contractor performing work under contract shall keep an accurate payroll record, showing the name, address, social security number, work week, and the actual per diem wages to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work. Such records shall be certified and available for inspection at all reasonable hours at the principal place of the Contractor as required by Labor Code section 1776. Contractor and Subcontractor shall keep accurate project records such as Daily Logs and Reports and may be asked to provide copies of such records per the State of California Public Records Act, Government Code section 6250 – 6276.48. Pursuant to SB854, all public works contractors and subcontractors shall also furnish electronic certified payroll records directly to the Labor Commissioner. For all projects awarded on or after April 1, 2015, the contractors and

subcontractors must furnish electronic certified payroll records to the Labor Commissioner using the online portal: <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>

Records made available to the general public in accordance with the prior paragraph shall be marked or obliterated in such a manner that the name and address of the contractor and/or subcontractor and the name, address and telephone number of all employees do not appear on the modified records.

Contractor shall file a certified copy of any requested payroll records with the entity that requested such records within ten (10) days of the date a written request for payroll records has been received.

Failure of contractor to comply with any provision of this Section or Labor Code 1776 within ten (10) days of the date a written request for compliance is received shall result in a forfeiture of up to one hundred dollars (\$100.00) per calendar day or portion thereof, for each worker, until strict compliance is obtained. Upon notification by the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the Department of Industrial Relations, the Owner shall withhold penalties under this Section or Labor Code 1776 from the contractor's progress payments then due.

2.34.06 By entering into this contract or any subcontract pursuant to this contract, the Contractor and each Subcontractor who performs work or supplies goods, services or materials hereby offers and agrees to assign to the Owner all rights, title, and interest in and to all causes of action it may have under Federal or State Anti-Trust Law, including, but not limited to, any Anti-Trust action any of them may have under Section 4 of the Clayton Act (15 U.S.C. Sec 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, services or materials pursuant to this contract or any related subcontract. This assignment is made and becomes effective at the time the awarding body tenders final payment to the Contractor shall insure that a comparable provision is included in all subcontracts at all tier levels which are executed pursuant to this prime contract. Contractor shall have the rights set forth in Section 4553 and 4554 of the Public Contract Code.

SECTION 2.35
of
GENERAL CONDITIONS

REMOVAL, RELOCATION OR PROTECTION
OF EXISTING UTILITIES

2.35.01 SECTION NOT USED

2.35.02 SECTION NOT USED

2.35.03 SECTION NOT USED

2.35.04 SECTION NOT USED

2.35.05 SECTION NOT USED

SECTION 2.36
of
GENERAL CONDITIONS

ANTI-TRUST CLAIMS

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

SECTION 2.37
of
GENERAL CONDITIONS

TERMINATION FOR CONVENIENCE
OF OWNER OR UPON BREACH OF CONTRACT

2.37.01 The performance of work under this contract may be terminated by Owner in accordance with this clause in whole or from time to time in part whenever Owner or Owner's Representative determines that such termination is in the best interest of Owner. Any such termination shall be affected by delivery to Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, the date upon which the termination becomes effective, and the reason for the termination.

2.37.02 After receipt of a Notice of Termination, except as otherwise directed by Owner or Owner's Representative, Contractor shall:

- a. Stop work under the contract on the date and to the extent specified in the Notice of Termination,
- b. Place no further orders or subcontract for materials, services, or facilities, except as may be necessary for the completion of such portion of work under the contract as is not terminated,
- c. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination,
- d. Assign to Owner in the manner, at the times, and to the extent directed by Owner or Owner's Representative all of the right, title, and interest of Contractor under the orders and subcontracts terminated, in which case Owner shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts,
- e. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts to the extent Owner may require,
- f. Transfer title and deliver to Owner, in the manner, at the times, and to the extent, if any, directed by Owner (1) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of work terminated by the Notice of Termination and (2) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to Owner,
- g. Use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by Owner or Owner's Representative any property of the types referred to in f. above, provided Contractor (1) shall not be required to extend credit to any purchasers, and (2) may acquire any such property under the conditions prescribed by and at the prices approved by Owner or Owner's Representative. The proceeds of any such

transfer or disposition shall be applied in reduction of any payments to be made by Owner to Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as Owner or Owner's Representative may direct,

- h. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination to the satisfaction of Owner,
- i. Take such action as Owner or Owner's Representative may direct for the protection and preservation of the property related to this contract which is in the possession of Contractor and which the Owner has or may acquire an interest.

After receipt of a Notice of Termination, Contractor shall submit to Owner his termination claim, in the form and with certification prescribed by Owner or Owner's Representative. This claim shall be submitted promptly but in no event later than three (3) months from the effective date of termination, unless one or more extensions in writing are granted by the Owner or Owner's Representative upon Contractor's written request within such three (3) month period or any authorized extension of the three (3) month period. Owner may deny or grant the request for an extension of time as Owner may determine in its sole discretion. Owner's decision to grant or deny the extension shall be final and binding on all parties to this contract. Upon failure of Contractor to submit his termination claim within the time allowed, Owner or Owner's Representative may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of termination and shall thereupon pay to Contractor the amount so determined.

2.37.03 Contractor and Owner may agree upon the whole or any part of the amount paid to Contractor by reason of the total or partial termination of work pursuant to this clause provided an agreement, in writing, has been reached within three months following the date the termination notice has become effective.

In the event Contractor and Owner are unable to agree on the termination price, Owner shall pay to Contractor the amount determined by Owner or Owner's Representative, in its sole discretion, to be fair and equitable under the circumstances excluding amounts Owner and Contractor have agreed to in accordance with the terms of this section.

In no event shall Contractor be entitled to receive any amount upon termination of this contract which exceeds the total contract price reduced by the amount of payments otherwise made and further reduced by the contract price of work not terminated, by the fair value, as determined by Owner or Owner's Representative, in its sole discretion, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to Owner, by all unliquidated advances or other payments on account made to Contractor applicable to the terminated portion of the contract, by any claim which Owner may have against Contractor in connection with this contract, by the agreed price for, or the proceeds of sale of any materials, supplies, or other things acquired by Contractor or sold, pursuant to the provisions of this clause and not otherwise recovered or credited to Owner, and by estimated or actual costs to correct Contractor's work which Owner or Owner's Representative, in its sole discretion, determines to be defective. The decision of Owner or Owner's

Representative to determine the proper termination amounts shall be final and binding on all parties to this contract.

2.37.04 Unless otherwise provided for in this contract, Contractor shall, from the effective date of termination until the expiration of three years after final settlement under this Contract, preserve and make available to Owner at all reasonable times at the office of Contractor, and without charge of any kind to Owner, all Contractor's books, records, documents, and other evidence bearing on the costs and expenses of Contractor under this contract. For this purpose, Contractor specifically consents to allow Owner to receive such copies of Contractor's tax returns as Owner may deem necessary to verify Contractor's costs.

2.37.05 In the event Owner terminates the contract in whole or in part due to the failure of Contractor, its agents, servants, employees or subcontractors to perform any work in the time or manner designated in the contract documents, Owner shall immediately serve written notice of the Termination upon the surety and the Contractor, and the surety shall have the right to take over and perform the contract; provided, however, that if the surety within ten (10) days after the serving upon it of a notice of termination does not give the Owner written notice of his intention to take over and perform the contract or does not commence performance thereof within thirty (30) days from the date of serving said notice, the Owner may take over the work and prosecute the same to completion by contract or by any other method he may deem advisable for the account and at the expense of the Contractor, and his surety shall be liable to the Owner for any excess costs or other damages occasioned the Owner thereby, and in such event the Owner may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plants, and other property belonging to the Contractor that may be on the site of the work and be necessary therefor. For any portion of such work that the Owner elects to complete by furnishing his own employees, materials, tools and equipment, the Owner shall be compensated for such in accordance with the schedule of compensation for force account work in the article on payment for changes in the work.

2.37.06 In the event Owner terminates the contract as a result of a breach of any contract terms by Contractor, its agents, servants, employees or subcontractors, if the unpaid balance of the contract price exceeds the direct and indirect costs of completing the work, including, but not limited to, all costs to Owner arising from professional services and attorneys' fees and all costs generated to insure or bond the work of substituted contractors or subcontractors utilized to complete the work, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to the Owner promptly upon demand; on failure of Contractor to pay, the Surety shall pay on demand by Owner. Excessive costs not paid by Contractor or its Surety within thirty (30) days following the mailing of a demand for such costs by Owner shall earn interest at the rate of fifteen percent (15%) per annum or the maximum rate authorized by California law, whichever is lower.

SECTION 2.38
of
GENERAL CONDITIONS

SUPPLEMENTAL GENERAL CONDITIONS

2.38.01 Responsibility of Job Site Conditions

Contractor agrees that he shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property. This requirement shall apply continuously and not be limited to normal working hours. The Contractor shall defend, indemnify and hold the Owner and the Engineer harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting for liability arising from the sole negligence of the Owner or the Engineer.

2.38.02 Mediation and Arbitration of Claims

Pursuant to Public Contract Code Section 20104(c), the current provisions of Article 1.5 of Chapter 1 of Part 3 of the Public Contract Code (commencing with Section 20103.5) dealing with the mediation and arbitration of public works claims are incorporated herein and a copy of these provisions are attached to these General Conditions.

SECTION 2.39
of
GENERAL CONDITIONS

PUBLIC CONTRACT CODE SECTIONS
20103.5 – 20207.7

The following Public Contract Code Sections are included for information.

20103.5. In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

20104. (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount of payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

20104.2. For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within fifteen (15) days after receipt of the further documentation or within a period of time no greater than taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within fifteen (15) days of receipt of the local agency's response or within fifteen (15) days of the local agency's failure to respond within the time prescribed respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the local agency shall, within thirty (30) days, schedule a meet-and-confer conference for the purpose of resolving the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision

(a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

20104.4. The following procedures are established for all civil actions filed to resolve claims subject to this article.

(a) Within sixty (60) days, but no earlier than thirty (30) days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the fifteen (15) day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgement shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

20104.6. (a) No local agency shall fail to pay money as to any portion of a claim, which is undisputed except as, otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgement. The interest shall begin to accrue on the date the suit is filed in a court of law.

As stated in subdivision (c) of Section 20104, any contract entered into on or after January 1, 1991, which is subject to this article shall incorporate this article. To that end, these contracts shall be subject to this article even if this article is repealed pursuant to subdivision (a).

20207.7. Unless the amount involved in the purchase at any one time of any articles for which no contract has been entered into exceeds ten thousand dollars (\$10,000), the board may purchase the articles without the necessity of advertising or lettering contracts. Where the cost of any articles for which no contract has been entered into exceeds ten thousand dollars (\$10,000), the board shall advertise for sealed bids for furnishing the district the articles. In the matter of advertising, opening and accepting bids, and the letting of contracts, the board shall proceed in all respects in the manner and form provided in the case of contracts for annual supplies.

**AGREEMENT FOR ON-CALL WELL MAINTENANCE AND REPAIR SERVICES
BY INDEPENDENT CONTRACTOR
PROJECT DIR # _____**

THIS AGREEMENT FOR ON-CALL WELL MAINTENANCE AND REPAIR SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of **October 1, 2026**, by and between the MISSION SPRINGS WATER DISTRICT, a County Water District (“DISTRICT”) whose address is 66575 Second Street, Desert Hot Springs, CA 92240, California, and **L O Lynch Quality Wells & Pumps Inc., a California corporation** whose address is **856 w Seventh Street, San Jacinto, CA 92582** (“CONTRACTOR”).

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. DISTRICT desires to engage CONTRACTOR to provide the following services: on-call well, booster, and related facility maintenance, repair, and emergency services on an as-needed basis; and

B. CONTRACTOR has made a proposal (“Proposal”) to the DISTRICT to provide such services, which Proposal is attached hereto as **Exhibit “A”** and incorporated herein by this reference; and

C. CONTRACTOR represents that it has examined and is fully familiar with all of the provisions of the Agreement; that it has satisfied itself as to the nature and location of all Services (defined below), the general and local conditions to be encountered in the performance of any Services, and all other matters which can in any way affect the Services or the cost thereof; and

D. CONTRACTOR agrees to provide such Services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to DISTRICT that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services; and

E. The parties acknowledge that some or all of the Services may constitute “public works” or “maintenance” under California Labor Code section 1720 et seq.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, DISTRICT and CONTRACTOR agree as follows:

1. **Term of Agreement.** This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate on **June 30, 2027**, unless extended by the parties with the approval of the General Manager or Board of Directors of the

Agreement to the contrary, this Agreement shall automatically terminate on **June 30, 2027**, unless extended by the parties with the approval of the General Manager or Board of Directors of the DISTRICT.

2. Services to be Performed. CONTRACTOR agrees to provide on-call maintenance, repair, and emergency services (“Services”) as requested by DISTRICT and contained within the Proposal. All Services shall be authorized through written task orders (“Task Orders”) issued by the DISTRICT. Each Task Order shall describe the scope of work, schedule, and compensation. CONTRACTOR shall not perform any Services without prior written authorization from DISTRICT. CONTRACTOR designates **Phil Lucas** as CONTRACTOR’S representative(s) responsible for overseeing the Services provided by CONTRACTOR. DISTRICT designates the District General Manager, or his or her designee, to act as the Project Manager (“Project Manager”) in connection with the delivery of Services under this Agreement. CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and supplies necessary to perform Services.

2.01. Task Orders. DISTRICT shall issue Task Orders on an as-needed basis. For each Task Order, CONTRACTOR shall submit a written cost proposal, which shall include, at a minimum, labor, materials, subcontractors, and a proposed schedule for completion. No Task Order shall be binding, and CONTRACTOR shall not commence any work thereunder, unless and until the Task Order has been approved in writing by the DISTRICT. DISTRICT makes no representation or guarantee that CONTRACTOR will receive any minimum amount of work under this Agreement.

2.02. In addition to the requirements set forth in this Agreement, all Services performed pursuant to any Task Order shall be subject to, and CONTRACTOR shall comply with, the General Conditions, Special Conditions, and bond requirements applicable to the Work. The General Conditions and Special Conditions are attached hereto as Exhibit “C” and incorporated herein by this reference.

Each Task Order issued under this Agreement shall expressly incorporate the terms of this Agreement and Exhibit “C”. Additionally, CONTRACTOR agrees that all work performed under any Task Order shall be governed by, and performed in accordance with, such provisions, whether or not expressly restated in the Task Order.

Without limiting the foregoing, CONTRACTOR shall comply with all requirements relating to performance bonds, payment bonds, maintenance bonds, and any other security required by the DISTRICT pursuant to Section 12 of this Agreement. In the event of any conflict between the terms of a Task Order and the General Conditions, Special Conditions, or bond requirements, the more stringent provision, as determined by DISTRICT, shall control.

3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’S sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the prior written consent of DISTRICT. CONTRACTOR shall require all subcontractors to comply with all applicable provisions of this Agreement, including prevailing wage, insurance, and indemnity obligations.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the DISTRICT. This Agreement is a time-and-materials, on-call contract. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by DISTRICT to CONTRACTOR under this Agreement shall not exceed the amount of \$200,000.00. Each Task Order issued pursuant to this Agreement may include its own not-to-exceed amount, which shall not be exceeded without prior written approval of the DISTRICT.

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the DISTRICT, in writing. CONTRACTOR shall not exceed any not-to-exceed amount established in an approved Task Order without the prior written approval of the DISTRICT.

4.03 CONTRACTOR shall submit to DISTRICT, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. Invoices shall reference the applicable Task Order. DISTRICT may withhold payment for: (i) defective work, (ii) non-compliance with prevailing wage laws, or (iii) incomplete or unauthorized work. The DISTRICT shall not be obligated to pay any invoice for services that are submitted more than sixty (60) days after the date such services were provided. DISTRICT shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to DISTRICT's:

- a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If the DISTRICT determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, DISTRICT shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, DISTRICT shall pay such invoice within thirty (30) days of its receipt, or as reasonably soon after required certified payroll information is submitted to the DISTRICT, if applicable. Should DISTRICT dispute any portion of any invoice, DISTRICT shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

4.05 DISTRICT may withhold retention from progress payments on a Task Order basis where appropriate. Retention shall not exceed five percent (5%) of the amount

payable under the applicable Task Order, unless a higher percentage is permitted by applicable law. Retention shall be released upon satisfactory completion and acceptance of the applicable Task Order, and if a Notice of Completion is recorded for such Task Order, in accordance with applicable law governing the release of retention. Retention, if any, shall be administered separately for each Task Order.

4.06 Stop Notices. CONTRACTOR acknowledges that DISTRICT may withhold funds otherwise due or to become due to CONTRACTOR in response to any stop notice, bonded stop notice, or other lawful claim made in accordance with California Civil Code. DISTRICT shall be entitled to withhold such amounts as required by law or as reasonably necessary to satisfy such claim. CONTRACTOR shall be solely responsible for resolving any such claim, and DISTRICT shall have no obligation to make payment to CONTRACTOR for amounts subject to such withholding until the claim is released, discharged, or otherwise resolved to the satisfaction of DISTRICT in accordance with applicable law.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. All Services shall be performed in accordance with applicable industry standards and in a good and workmanlike manner. In the event that the terms of the Proposal shall conflict with the terms of this Agreement or contain additional terms that purport to bind the DISTRICT other than for the Services to be rendered and the hourly rate for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers. CONTRACTOR shall perform the Services subject to the direction, control, and approval of DISTRICT as set forth in this Agreement and applicable Task Orders.

5.03 CONTRACTOR shall keep DISTRICT informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by DISTRICT, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend, and hold harmless DISTRICT for any claims, costs, losses, fees, penalties, interest, or damages suffered by DISTRICT resulting from CONTRACTOR's failure to comply with this provision.

5.05 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform

the Services herein. In the event DISTRICT is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.06 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.07 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPERS retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the DISTRICT and shall be subject to the DISTRICT's advance written approval.

5.08 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.09 CONTRACTOR shall keep itself informed concerning and shall render all Services hereunder in accordance with all ordinances, resolutions, statutes, rule, and regulations of the DISTRICT and any federal, state or local governmental entity having jurisdiction in effect at the time service is rendered.

5.10 In the performance of this Agreement the CONTRACTOR shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply. DISTRICT shall have the right to suspend all or any portion of the Services upon written or verbal notice if DISTRICT reasonably determines that unsafe conditions or non-compliance with applicable laws or regulations exists. CONTRACTOR shall promptly correct any such conditions at its sole cost and expense. Any delay or cost resulting from such suspension attributable to CONTRACTOR'S failure to comply with this Section shall be borne solely by CONTRACTOR.

5.11 By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (i) has thoroughly investigated and considered the scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of Services hereunder. Should the CONTRACTOR discover any latent or unknown

conditions, which will materially affect the performance of the Services hereunder, CONTRACTOR shall immediately inform the DISTRICT of such fact and shall not proceed except at CONTRACTOR's sole risk until written instructions are received from the Project Manager.

CONTRACTOR warrants all Services shall be performed in a good and workmanlike manner, in accordance with applicable industry standards, and shall be free from defective or faulty workmanship and materials. CONTRACTOR agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Services, whichever is later) after the date of final acceptance, CONTRACTOR shall within ten (10) days after being notified in writing by the DISTRICT of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at CONTRACTOR's sole cost and expense. CONTRACTOR shall act sooner as requested by the DISTRICT in response to an emergency. In addition, CONTRACTOR shall, at its sole cost and expense, repair and replace any portions of the Services (or work of other contractors) damaged by CONTRACTOR's defective Services or which becomes damaged in the course of repairing or replacing defective Services. For any Services so corrected, CONTRACTOR's obligation hereunder to correct defective Services shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Services. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of CONTRACTOR.

In the event that CONTRACTOR fails to fulfil its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the DISTRICT, the DISTRICT shall have the right to correct and replace any defective or non-conforming Services and any work damaged by such services or the replacement or correction thereof at CONTRACTOR's sole expense. CONTRACTOR shall be obligated to fully reimburse the DISTRICT for any expenses incurred hereunder upon demand. This provision may be waived if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

Payment to CONTRACTOR for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by CONTRACTOR.

5.12 Time is of the essence with respect to each Task Order issued under this Agreement.

5.13 CONTRACTOR shall be available on a 24-hour basis and shall respond to emergency service requests within two (2) hours unless otherwise approved by DISTRICT.

6. Insurance.

CONTRACTOR shall procure and maintain for the duration of this Agreement the

following insurance coverage relating to the services provided under this Agreement by the CONTRACTOR.

a. Commercial General Liability (CGL) - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to DISTRICT), or the general aggregate limit shall be twice the required occurrence limit.

b. Automobile Liability - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if CONTRACTOR has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.

c. Workers' Compensation Insurance - as required by the State of California, with statutory limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

d. Verification of Coverage – CONTRACTOR shall furnish the DISTRICT with certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause copies of which are attached hereto as **Exhibit "B"**. All certificates and endorsements are to be received and approved by the DISTRICT before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages. CONTRACTOR shall provide new certificates of insurance prior to the expiration of any existing certificate of insurance.

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

f. Required Provisions –

- Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the DISTRICT.

- CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein and provide proof of such insurance to DISTRICT, if requested. CONTRACTOR shall ensure that DISTRICT its directors, officers, employees, contractors, subcontractors and authorized volunteers are an additional insured on Commercial

General Liability Coverage (at least as broad as ISO Form CG 20 10 10 01). CONTRACTOR shall provide certificates of insurance to DISTRICT as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by DISTRICT's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with DISTRICT at all times during the term of this contract. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time

- **Waiver of Subrogation:** The insurer(s) shall agree to waive all rights of subrogation against the DISTRICT, its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of the policy which arise from work performed by the named insured for the DISTRICT; but this provision applies regardless of whether or not the DISTRICT has received a waiver of subrogation from the insurer. Sole proprietors with no employees, LLCs, or partnerships who do not carry workers' compensation acknowledge that they are not subject to the Workers' Compensation Act of the State of California and agree to complete a signed workers compensation exemption form.

- The liability coverage shall give DISTRICT, its directors, officers, employees (collectively the DISTRICT), and authorized volunteers insured status (via ISO endorsement at least as broad as CG 20 10 10 01 or CG 20 10 07 04 specifically naming the DISTRICT, its directors, officers, employees, or authorized volunteers; or using the language that states "as required by written contract."

- Primary Coverage: For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 with respects to DISTRICT, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by DISTRICT, DISTRICT's directors, officers, employees and authorized volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

- All coverage is to be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent.

- The coverage shall contain no special limitations on the scope of protection afforded to DISTRICT, its directors, officers, employees, or authorized volunteers. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

- If any of the required coverages expire or are cancelled during the term of this agreement, the CONTRACTOR shall deliver the renewal certificate(s) to DISTRICT at least ten (10) days prior to the expiration or cancellation date and shall obtain replacement insurance with the same coverage prior to such expiration.

- Self-Insurance is not acceptable or permitted for any insurance coverage required under this Agreement.

- Self-Insured Retentions - Self-insured retentions must be declared to and approved by the DISTRICT in writing. The DISTRICT may require the CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or DISTRICT.

7. Indemnification.

7.01 CONTRACTOR and DISTRICT agree that DISTRICT, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to DISTRICT. CONTRACTOR acknowledges that DISTRICT would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect DISTRICT as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless DISTRICT, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by DISTRICT, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of DISTRICT. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by DISTRICT.

b. Without affecting the rights of DISTRICT under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless DISTRICT as set forth above for liability attributable solely to the fault of DISTRICT, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

8. Additional Services, Changes and Deletions.

8.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the Project Manager of the DISTRICT, CONTRACTOR shall not be compensated for such services. CONTRACTOR

expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the DISTRICT in writing.

8.02 CONTRACTOR shall promptly advise the Project Manager and as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the DISTRICT and/or Board of Directors.

9. Termination of Agreement.

9.01 Notwithstanding any other provision of this Agreement, DISTRICT, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving thirty (30) days' written notice to CONTRACTOR.

9.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to DISTRICT all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to DISTRICT.

10. Status of CONTRACTOR.

10.01 CONTRACTOR shall perform the Services as an independent contractor, subject to the direction and requirements of this Agreement and applicable Task Orders. CONTRACTOR shall regularly confer with DISTRICT's Project Manager as provided for in this Agreement.

10.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to DISTRICT's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. Furthermore, CONTRACTOR expressly waives any claim CONTRACTOR may have to any such rights. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

10.03 CONTRACTOR hereby specifically represents and warrants to DISTRICT that it possesses the qualifications, experience, personnel, and resources necessary to perform the Services under this Agreement in a competent and workmanlike manner, without the advice or direction of DISTRICT and that the Services to be rendered pursuant to this Agreement shall be performed faithfully, competently and to the best of CONTRACTOR'S ability, experience and talent. CONTRACTOR covenants that it shall follow the standards set forth in this Agreement, including Section 5.01, and that all materials and workmanship shall be of good quality and fit for their intended purpose. Further, CONTRACTOR represents and warrants that the individual signing this

Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

10.04 Prevailing Wages.

A. To the extent applicable, each Task Order is subject to the State of California "Prevailing Wage Rates". Each applicable Task Order is subject to the requirements of California Labor Code Section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. In accordance with provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes applicable to the particular craft, classification, or type of workers employed on the work. The wage determinations shall be included in the Proposal. All pertinent wage determinations shall be posted on the jobsite. If federal funding is included in the project, the higher of the State and Federal wage rates shall be used.

B. Pursuant to Labor Code sections 1725.5 and 1771.1, no contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations (DIR) as a Public Works Contractor for contracts awarded on/after April 1, 2015. General Contractors shall ensure all subcontractors executing work under the contract are properly registered with DIR and maintain active registration throughout the duration of the Project. All public works contractors and subcontractors to furnish Certified Payrolls and related records to the Agency's representative and shall also furnish electronic certified payroll records directly to the Labor Commissioner using the DLSE's online portal.

C. As a condition of payment, CONTRACTOR shall timely submit all required certified payroll records and related documentation. DISTRICT may withhold any portion of a payment, including the full amount, if CONTRACTOR fails to comply with prevailing wage or DIR requirements.

D. CONTRACTOR shall comply with all applicable apprenticeship requirements set forth in California Labor Code sections 1777.5 and 1777.6, including the employment of properly registered apprentices and payment of required apprenticeship contributions. CONTRACTOR shall ensure that all subcontractors also comply with such requirements. CONTRACTOR shall maintain and submit all required apprenticeship documentation upon request. DISTRICT may withhold payments or take other appropriate action for failure to comply with this Section.

10.05 CONTRACTOR shall comply with the provisions of the Labor Code of the State of California. CONTRACTOR shall defend, indemnify and hold the DISTRICT, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with applicable prevailing wage laws.

10.06 CONTRACTOR shall have no authority to bind DISTRICT in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against DISTRICT, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by DISTRICT. CONTRACTOR shall not at any time or in any manner represent that CONTRACTOR or any of CONTRACTOR's officers, employees, or agents are in any manner officials, officers, employees or agents of DISTRICT.

11. Ownership of Documents; Audit.

11.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the DISTRICT shall become the sole property of DISTRICT, and CONTRACTOR shall promptly deliver all such materials to DISTRICT upon request. At DISTRICT's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to DISTRICT upon request, at no cost to DISTRICT.

11.02 Subject to applicable federal and state laws, rules and regulations, DISTRICT shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not use such data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of DISTRICT.

11.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all-time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid, and expenses reimbursed. At any time during normal business hours and as often as DISTRICT may deem necessary, CONTRACTOR shall make available to DISTRICT's agents for examination all of such records and shall permit DISTRICT's agents to audit, examine and reproduce such records.

12. Bond Requirements.

12.01 Purpose. This Section sets forth bonding and related security requirements applicable to the on-call and emergency well, booster, and monitoring well maintenance and repair services to be performed by CONTRACTOR on an as-needed, time-and-materials basis under this Agreement. For purposes of this section, "Surety" means an admitted surety insurer authorized to transact surety business in the State of California. Each bond shall be issued by a Surety admitted in California and acceptable to DISTRICT and shall be on DISTRICT'S then-current bond forms and shall not be subject to any condition, limitation, or modification not expressly approved in writing by DISTRICT. CONTRACTOR shall pay all premiums and costs for required bonds. Bonds are in addition

to, and not in limitation of, any other security, insurance, indemnity, or remedy available to DISTRICT under this Agreement or applicable law.

12.02 Condition Precedent to Work; Delivery of Bonds. As a condition precedent to CONTRACTOR'S commencement of any Services, CONTRACTOR shall deliver to DISTRICT, in form and substance acceptable to DISTRICT, the bonds described in this Section, duly executed by CONTRACTOR as principal and by a Surety. DISTRICT may withhold issuance of any Task Order until all required bonds are received and approved. In the event of emergency Services requiring immediate response to protect public health, safety, or continuity of water operations, DISTRICT may authorize CONTRACTOR to proceed prior to delivery of bonds; provided, however, that CONTRACTOR shall deliver all required bonds within five (5) business days of such authorization, or as otherwise directed by DISTRICT. Failure to timely provide such bonds shall constitute a material breach.

12.03 Performance Bond. CONTRACTOR shall furnish a performance bond guaranteeing faithful performance of all obligations under this Agreement, including completion of all Services authorized by Task Orders issued during the term, in a penal sum equal to one hundred percent (100%) of the total not-to-exceed amount established under this Agreement (the "Performance Bond"). The Performance Bond shall also apply to and secure the performance of all authorized change orders, amendments, and modifications to any Task Order, including increases in scope, time, or compensation. In the event of emergency Services performed prior to issuance of a Task Order or formal amendment, the Performance Bond shall be deemed to apply to such Services once the associated Task Order or written authorization is issued, including any retroactive approvals. The Performance Bond shall remain in full force and effect through final completion and acceptance of all Services authorized under the applicable Task Order and satisfaction of all CONTRACTOR obligations that survive completion (including warranty and indemnity obligations to the extent applicable).

12.04 Payment Bond. CONTRACTOR shall furnish a payment bond guaranteeing payment in full for all labor, services, equipment, and materials furnished for the Services, in a penal sum equal to one hundred percent (100%) of the total not-to-exceed amount (the "Payment Bond"). The Payment Bond shall extend to all labor, materials, and services furnished pursuant to authorized change orders, amendments, and modifications to any Task Order. The Payment Bond shall further apply to emergency Services authorized by DISTRICT, including work performed prior to formal Task Order issuance, provided such work is subsequently documented and approved in writing. The Payment Bond shall be conditioned as required by applicable California law for public works and shall inure to the benefit of claimants as defined by law.

12.05 Maintenance Bond. CONTRACTOR shall furnish a maintenance bond guaranteeing the correction of defective work and warranty obligations arising under this Agreement in a penal sum equal to one hundred percent (100%) of the total not-to-exceed contract amount established under this Agreement (the "Maintenance Bond"). The Maintenance Bond shall remain in effect for the duration of the warranty period set forth

in the Maintenance Bond, or such longer period as may be required by applicable law or manufacturer warranty requirements.

12.06 Maintenance of Bonds. CONTRACTOR shall maintain all required bonds continuously in effect. If any bond is canceled, expires, is materially modified, or becomes insufficient due to an increase in the Task Order's not-to-exceed amount, CONTRACTOR shall immediately notify DISTRICT and, within five (5) business days (or sooner if required to avoid any lapse), deliver replacement or supplemental bonds meeting this Section. Failure to provide or maintain required bonds constitutes a material breach. In addition to any other remedies, DISTRICT may (a) suspend Services, (b) withhold payments otherwise due, and/or (c) terminate this Agreement for default, without waiving any rights against CONTRACTOR or the Surety.

12.07 Notice of Completion. If DISTRICT elects to record a Notice of Completion for any Task Order, final payment, including any retained funds applicable to such Task Order, shall be made in accordance with Section 4.05 of this Agreement, and if a Notice of Completion is recorded, not earlier than thirty-five (35) days after such recordation, as required by applicable law. DISTRICT shall have discretion to determine whether a Notice of Completion is appropriate for a given Task Order, consistent with applicable law and DISTRICT's administrative practices. CONTRACTOR shall cooperate with DISTRICT and promptly provide such information and documentation as may be reasonably required for the preparation and recordation of any Notice of Completion.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for DISTRICT and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of DISTRICT. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with DISTRICT if required by California law and/or the DISTRICT's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The parties agree that the venue in any litigation between them shall be in Riverside County, California.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the DISTRICT relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the DISTRICT may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the DISTRICT in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by DISTRICT. The DISTRICT, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the DISTRICT with respect to the proposal and award process of this Agreement or any DISTRICT contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any DISTRICT contract has been awarded. CONTRACTOR shall immediately report any attempt by any DISTRICT officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

13.09 Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

13.10 Covenant Against Discrimination. CONTRACTOR covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. CONTRACTOR shall take affirmative action to ensure that employees are treated during employment without regard to their race, color, creed,

religion, sex, marital status, national origin or ancestry.

13.11 Force Majeure. Neither party will be deemed in breach hereunder for any interruption or delay in the performance of its obligations hereunder if the interruption or delay is due to unforeseen events which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, pandemics, or natural disasters, insofar as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or avoid it at a reasonable cost.

13.12 Confidentiality. All information gained or work product produced by CONTRACTOR in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to CONTRACTOR. CONTRACTOR shall not release or disclose any such information or work product to persons or entities other than DISTRICT without prior written authorization from the District General Manager.

CONTRACTOR, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the DISTRICT's Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided CONTRACTOR gives DISTRICT notice of such court order or subpoena.

If CONTRACTOR, or any officer, employee, agent or subcontractor of CONTRACTOR, provides any information or work product in violation of this Agreement, then DISTRICT shall have the right to reimbursement and indemnity from CONTRACTOR for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of CONTRACTOR's conduct.

CONTRACTOR shall promptly notify DISTRICT should CONTRACTOR, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. DISTRICT retains the right, but has no obligation, to represent CONTRACTOR or be present at any deposition, hearing or similar proceeding. CONTRACTOR agrees to cooperate fully with DISTRICT and to provide DISTRICT with the opportunity to review any response to discovery requests provided by CONTRACTOR. However, this right to review any such response does not imply or mean the right by DISTRICT to control, direct, or rewrite said response.

13.13 Waiver. Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by DISTRICT of any work or Services by

CONTRACTOR shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

13.14 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

13.15 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purpose of this Agreement.

13.16 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

13.17 Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified neither party shall be responsible for the service of the other.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above written.

DISTRICT:

CONTRACTOR:

MISSION SPRINGS WATER DISTRICT

L.O. LYNCH QUALITY WELLS & PUMPS

By: _____

By: _____

Print
Name _____

Print
Name _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT “A”

SCOPE OF WORK, PROPOSAL, AND FEE SCHEDULE

(insert behind this page)

Questionnaire/Contractor's Qualifications Statement

(4 pages)

CONTRACTOR NAME: LO Lynch Quality Wells and Pumps

1. ORGANIZATION

1.1 How many years has your organization been in business as a Contractor? 32

1.2 How many years has your organization been in business under its present name? 32

1.2.1 Under what other names has your organization operated? None

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation: 12/6/96

1.3.2 State of incorporation: CA

1.3.3 Corporate ID number: 1996438

1.3.4 President's name: Emil Worm

1.3.5 Agent for Service of Process: Emil Worm

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization: _____

1.4.2 Type of partnership (if applicable): _____

1.4.3 Name(s) of general partner(s): _____

1.5 If your organization is individually owned, answer the following:

1.5.1 Date of organization: _____

1.5.2 Name of owner: _____

1.6 If the form of your organization is other than those listed above, describe it and name the principals:

2. LICENSING

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable.

C57- Water Well Drilling and Service License # 74015b

2.2 List any other certifications held by your organization, and the name under which they are held.

NA

3. EXPERIENCE

3.1 List the categories of work that your organization normally performs with its own forces.

Water Well Drilling, Water Well Installation, maintenance,
Service and Rehabilitation

~~3.2 List all freight transportation service contracts your organization has completed in the past five years, giving the name of project, owner, owner's phone number, project manager, Contract amount, date of completion and percentage of the cost of the work performed with your own forces.~~

~~_____~~
~~_____~~
~~_____~~
~~_____~~

~~3.3 State average annual amount of freight transportation services performed during the past five years:~~

~~Year _____ \$ _____~~
~~Year _____ \$ _____~~
~~Year _____ \$ _____~~

Year _____ \$ _____

Year _____ \$ _____

~~3.4 List the freight transportation service contracts and/or projects your organization has in progress, giving the name of the project, owner/contact, contract amount and scheduled completion.~~

~~3.53.2~~ Has your organization, under its current name or any previous names, ever failed to complete any work/contract awarded to it? (If Yes, please explain)

4. CLAIMS AND LAWSUITS

4.1 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or any its officers? (If Yes, please describe)

No

4.2 Has your organization filed any lawsuits or requested arbitration with regard to any of its contracts within the last five (5) years? (If Yes, please explain)

No

4.3 During the past five years, have any claims been made against any performance or payment bond maintained in connection with a freight transportation services contract? (If Yes, please describe)

No

~~Please note that all Proposers must have a minimum of three (3) years commercial and/or municipal freight transportation service experience of a similar scope and size and under a valid business name and license number.~~

EXHIBIT C

CURRENT REFERENCES

Bidder Name: LO Lynch Quality Wells and Pumps

Company Name: <u>Long Beach Water District</u>	Contact Person: <u>Donna Monzon</u>
Address: <u>1800 E. Wardlow Rd.</u>	Telephone Number: <u>562-510-2325</u>
City, State, Zip: <u>Long Beach, CA 90801</u>	E-mail Address: <u>donna.monzon@lbwater.org</u>
Services Provided / Date(s) of Service: <u>Water Well Service, maintenance and Rehab</u> <u>2/26/2020 - current (on-call)</u>	

Company Name: <u>Soboba Band of Luiseno Indians</u>	Contact Person: <u>Mary Recendez</u>
Address: <u>PO Box 48</u>	Telephone Number: <u>951-654-5544</u>
City, State, Zip: <u>San Jacinto, CA 92581</u>	E-mail Address: <u>mrecendez@soboba-nsn.gov</u>
Services Provided / Date(s) of Service: <u>Water Well Service, maintenance and Rehab</u> <u>6/16/20 - current</u>	

Company Name: <u>Palm Springs Cemetery</u>	Contact Person: <u>Kathleen Jurasky</u>
Address: <u>31-705 Da Vall Dr.</u>	Telephone Number: <u>760-328-3316</u>
City, State, Zip: <u>Cathedral City, CA</u>	E-mail Address: <u>info@pscemetery.com</u>
Services Provided / Date(s) of Service: <u>Water well service, maintenance and Rehab</u> <u>7/14/17 - current</u>	

Company Name: <u>Gage Canal Company</u>	Contact Person: <u>Benjamin Alms</u>
Address: <u>7542 Dufferin Ave.</u>	Telephone Number: <u>951-780-1333</u>
City, State, Zip: <u>Riverside, CA 92504</u>	E-mail Address: <u>Balms@gagecanal.com</u>
Services Provided / Date(s) of Service: <u>Water well service, maintenance and Rehab</u> <u>6/16/20 - current</u>	

Company Name: <u>Mission Springs Water</u>	Contact Person: <u>Danny Friend</u>
Address: <u>66575 Second St.</u>	Telephone Number: <u>760-668-4947</u>
City, State, Zip: <u>Desert Hot Springs, CA</u>	E-mail Address: <u>DFriend@mswd.org</u>
Services Provided / Date(s) of Service: <u>Water well service, maintenance and Rehab</u> <u>2/4/21 - current</u>	

EXHIBIT F

Public Works Contractor Registration Certification

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or entered into a contract to perform public work must be registered with the Department of Industrial Relations (DIR). See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the DIR to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the DIR.

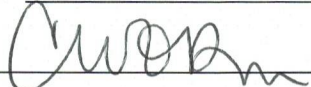
Name of Contractor: LO Lynch Quality Wells and Pumps

DIR Registration Number: 1000000640

Contractor further acknowledges:

1. Contractor shall maintain a current DIR registration for the duration of the project.
2. Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor: LO Lynch Quality Wells and Pumps

Signature: 

Name and Title: Christina Worm, Admin

Date: 5/26/24

EXHIBIT G

SCHEDULE OF VALUES (COST PROPOSAL)

Please attach company rate sheets for items not listed below.

1. The Contractor agrees that for requested and/or required changes in the scope of work, including additions and deletions on work not performed, the Contract Sum shall be adjusted in accordance with the following unit prices, where MSWD elects to use this method in determining costs.
2. The unit price quoted by the Contractor shall be those unit prices that will be charged or credited for labor be provided regardless of the total number units and/or amount of labor required for added or deleted items of work.
3. All work shall be performed in accordance with the specifications described in the RFP.

Table 1: Billing Schedule and Hourly Rates

Pulling & Installation		
Description	Rate	After-Hours/Emergency Hourly Rate*
Mobilization and demobilization	\$ 6,750.00 Lump Sum	\$ 6,750.00 Lump Sum
Two (2) men, rig and service truck	\$ 495.00 /hour	\$ 595.00 /hour
Two (2) man crew and smeal pump rig	\$ 400.00 /hour	\$ 500.00 /hour
Two (2) man crew and development rig	\$ 450.00 /hour	\$ 550.00 /hour
Three (3) man crew and "A" frame pump rig	\$ 495.00 /hour	\$ 595.00 /hour
Each additional employee	\$ 195.00 /hour	\$ 195.00 /hour
Crane		
Description	Rate	After-Hours/Emergency Hourly Rate*
50 ton with one (1) man	\$ 850.00 /hour	\$ 950.00 /hour
One (1) man crew, Service support rig for 50 ton crane	\$ 950.00 /hour	\$ 1150.00 /hour
Rotary Crane		
Description	Rate	After-Hours/Emergency Hourly Rate*
One (1) man and hydraulic crane - 5 ton	\$ 350.00 /hour	\$ 350.00 /hour
One (1) man and hydraulic crane – 8 ton	\$ 350.00 /hour	\$ 350.00 /hour
One (1) man and hydraulic crane – 10 ton	\$ 350.00 /hour	\$ 350.00 /hour



One (1) man and hydraulic crane – 17 ton	\$ 350.00 /hour	\$ 350.00 /hour
Rotary crane – 17 ton and 2-man crew	\$ 475.00 /hour	\$ 575.00 /hour
Field Service		
Description	Rate	After-Hours/Emergency Hourly Rate*
One (1) man and delivery truck	\$ 200.00 /hour	\$ 300.00 /hour
One (1) man and service truck	\$ 325.00 /hour	\$ 425.00 /hour
Two (2) men and service truck	\$ 325.00 /hour	\$ 425.00 /hour
Two (2) men and welding truck	\$ 325.00 /hour	\$ 425.00 /hour
Two (2) man crew and combination rig	\$ 495.00 /hour	\$ 595.00 /hour
Flatbed Truck driver	\$ 250.00 /hour	\$ 300.00 /hour
Service truck and one (1) pump mechanic	\$ 395.00 /hour	\$ 495.00 /hour
Service truck and one (1) electrician	\$ 495.00 /hour	\$ 595.00 /hour
Service truck and one (1) general services	\$ 395.00 /hour	\$ 495.00 /hour
Service truck and one (1) pump mechanic and one (1) assistant	\$ 475.00 /hour	\$ 575.00 /hour
Shop Labor		
Description	Rate	After-Hours/Emergency Hourly Rate*
Shop labor-pump mechanic	\$ 150.00 /hour	\$ 225.00 /hour
Shop labor-machinist	\$ 190.00 /hour	\$ 290.00 /hour
Shop labor-welder	\$ 190.00 /hour	\$ 290.00 /hour
Metal spray labor "Sand blast and epoxy"	\$ 500.00 /hour	\$ 600.00 /hour
Miscellaneous		
Description	Rate	After-Hours/Emergency Hourly Rate*
Dynamic video with Engineering or Hydrogeology support	\$ 2100.00 Lump Sum	\$ 2100.00 Lump Sum
Dynamic video with mini camera	\$ 3550.00 Lump Sum	\$ 3550.00 Lump Sum



Video log-color with downhole and side scan	\$ 2100.00 Lump Sum	\$ 2100.00 Lump Sum
Engineering and Hydrogeology support	\$ 200.00 /hour	\$ 300.00 /hour
NPDES Compliance(Baker tanks, neutralizer equipment, lab fees, fabrication)	\$ 25,000 Lump Sum	\$ 25,000 Lump Sum
50 Ton hydraulic jacks or greater	\$ 35,000 Lump Sum	\$ 35,000 Lump Sum
Air compressor (air lifting)	\$ 19,250 Lump Sum	\$ 19,250 Lump Sum
Wire/Nylon brushes and bails	\$ 2500.00 Lump Sum	\$ 2500.00 Lump Sum
Hourly Minimum (if applicable)		
1. After Hours Rate and Emergency Hourly Rate shall be anytime outside of normal business hours of Monday through Friday, 7:00 AM to 3:30 PM 2. Maximum 5% overhead cap for all materials purchased. Project Administrator reserves the right to request that all original receipts of materials be turned in with invoices before the Contractor is paid.		



SCHEDULE OF VALUES (COST PROPOSAL)

In addition to the rate sheet above, please complete the scenarios below for comparison of bids.

Table 2: Sample Proposal for Service Scenarios

ITEM	ITEM DESCRIPTION	QUANT.	UOM	UNIT PRICE	TOTAL
2 Man crew w/ development rig equipped with spudder	Brush and bail 1000' of 16" well casing w/ louvered perforations @ 500' through 950'	24	Hours	795.00	19,080
2 Man crew of a shop machinist and a pump mechanic	Rebuild 4 stage pump bowl assembly (Flowserve water lubed 14 EMM 1 15/16" Shaft with 10" stick up)	24	Hours	190.00	4,560
3 Man crew w/ service truck and Smeal rig	Install 300' deep verticle turbine water lube domestic water pump. (12" column pipe w/ 1 15/16" SS Shaft.)	16	Hours	495.00	7,920



Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we L. O. Lynch Quality Wells & Pumps, Inc.,
856 W 7th St, San Jacinto, CA 92582,
as principal, hereinafter called the Principal, and **Granite Re, Inc. DBA Granite Surety Insurance Company, 14001 Quailbrook Drive, Oklahoma City, OK 73134**, a corporation duly organized under the laws of the State of Minnesota as Surety, hereinafter called the Surety, are held and firmly bound unto
Mission Springs Water District,
66575 2nd St., Desert Hot Springs, CA 92240,
as Obligee, hereinafter called the Obligee, in the sum of **** Ten Percent of Bid Amount (10%) ****
for payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Project: On-Call Well Maintenance and Repair Services

Bid Date: 05/25/2026

The conditions of this Bond are such that if the Obligee accepts the bid of the Principal within the time specified in the bid documents or within such time period as may be agreed to by the Obligee and Principal, and the Principal either (1) enters into a contract with the Obligee in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Obligee, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Obligee the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Obligee and Principal to extend the time in which the Obligee may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids, and the Obligee and Principal shall obtain the Surety's consent for an extension beyond sixty (60) days.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

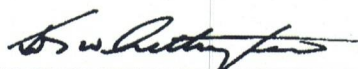
Signed and sealed this 05/25/2026.

L. O. Lynch Quality Wells & Pumps, Inc.


Witness


Title (SEAL)

Granite Re, Inc. DBA Granite Surety Insurance Company


Kenneth D. Whittington, Attorney-in-Fact (SEAL)

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

ACKNOWLEDGMENT OF PRINCIPAL

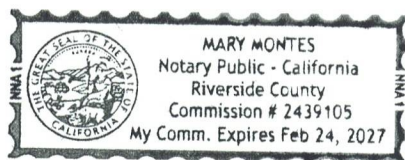
State of California
County of Riverside

On this 19th day of May, 2026, before me Mary Montes Notary Public personally appeared
Emil H Worm, who proved to me on the basis of satisfactory evidence to be the person
Here insert Name and Title of Officer
Name of Signer

whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the 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 Mary Montes
Signature of Notary Public

ACKNOWLEDGMENT OF SURETY

State of Oklahoma
County of Oklahoma

On this 25 day of May, 2026 before me personally come(s) Kenneth D. Whittington, Attorney-in-Fact of Granite Re, Inc. DBA Granite Surety Insurance Company with whom I am personally acquainted, and who, being by me duly sworn, says that he reside(s) in Oklahoma City, Oklahoma that he is the Attorney-in-Fact of Granite Re, Inc. DBA Granite Surety Insurance Company, the company described in and which executed the within instrument; that he know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and he signed said instrument as Attorney(s)-in-Fact of the said Company by like order.



Sarah J. Sheets
Notary Public

GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

KENNETH D. WHITTINGTON; KYLE MCDONALD its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

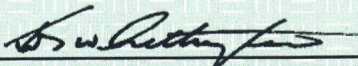
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

KENNETH D. WHITTINGTON; KYLE MCDONALD may lawfully do in the premises by virtue of these presents.

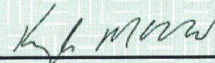
In Witness Whereof, the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President

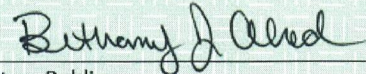


Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620





Notary Public

GRANITE RE, INC.
Certificate

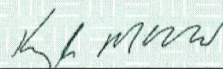
THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

May 25 , 2026 .





Kyle P. McDonald, Assistant Secretary

Scope of Work

The Contractor shall provide all labor, equipment, materials, and supervision to perform maintenance and repair services associated with MSWD's production and monitoring wells, and booster stations.

The purpose of these specifications is to identify a qualified and experienced contractor to provide well, pump, and motor maintenance and repair services. Required services include the inspection, removal, replacement, repair, and installation of appurtenances necessary to support the maintenance and repair of MSWD's production and monitoring wells, and booster stations.

MSWD's intends to award a contract to multiple Contractors for these services on an "as needed" time and materials basis. The Contractor may also be requested to perform routine, preventative, and annual maintenance on production and monitoring wells, and booster stations at various locations listed in Exhibit "H".

MSWD has made a good-faith effort to identify the anticipated limits and services required under this Contract; however, these descriptions are not intended to unduly restrict the Contractor in developing a scope of work it deems necessary to achieve MSWD's goals and objectives.

The Contractor shall furnish all labor, materials, equipment, tools, and supervision necessary to perform maintenance and repair services as requested by MSWD. All work shall be performed in a thorough, safe, and professional manner, consistent with industry standards and applicable regulations.

MSWD's wells generally consist of casings ranging from approximately 12 to 20 inches in diameter, with depths between 260 and 1,100 feet. Typical static water levels range from 150 to 800 feet, with pump settings between 150 and 850 feet. Pumping capacities range from approximately 125 gallons per minute (GPM) to 2,500 GPM. Installed pumps include vertical turbine and submersible pumps ranging from 20 horsepower (HP) to 600 HP and are a combination of food grade oil-lubricated and water-lubricated systems.

The Contractor must possess the capability to extract, inspect, repair, and reinstall these pumps as needed, using components that are the same as or equal in quality and performance to the original equipment. Prior to the installation or use of any equipment or materials, the Contractor shall submit all applicable specifications, data sheets, and submittals for MSWD's review and approval. No materials shall be ordered, installed, or used until written approval is received from MSWD.

When MSWD identifies a pump-related issue, MSWD will notify the Contractor. If on-site repairs are not feasible, the Contractor and MSWD will jointly determine whether the pump should be removed and sent off-site for inspection. Following inspection, the Contractor shall submit a written proposal to MSWD detailing the recommended repairs, including all parts, labor, and any third-party services required. All replacement parts, materials, and subcontracted or third-party services must be clearly identified for MSWD's review and approval. No repair work shall commence until MSWD issues a written task order. Repairs performed without an issued task order will not be authorized for payment.

The Contractor shall have the capability to perform diagnostic and performance testing, including but not limited to vibration analysis, efficiency testing, Dynamic Video Monitoring (DVM), and spinner logging. The Contractor shall analyze the resulting data and provide MSWD with written recommendations regarding well condition, maintenance needs, and potential repairs. Findings and recommendations shall be documented in a formal written report. Recommendations made by the Contractor do not obligate MSWD to proceed with the recommended work, nor do they guarantee that the Contractor will be selected to perform any resulting services.

If MSWD elects to engage the Contractor for scheduled preventive maintenance of water wells, pumps, and motors, the Contractor shall submit a proposed maintenance schedule for MSWD's review and approval. The schedule shall identify the maintenance activities to be performed, the timing for each well, pump, and motor, and the estimated duration of the work. The specific scope of preventive maintenance services will be discussed with MSWD and communicated to the Contractor in writing prior to commencement. The Contractor shall provide a cost estimate for the agreed-upon services and obtain written approval from MSWD before performing any preventive maintenance work.

Special Equipment, Well Brushes, Bails

Wire brushing shall be carried out in such a manner as to clean the existing casing perforations and to remove scale and tubercles attached to the inside wall of the casing. The Contractor shall furnish the appropriate wire brush. If the screen is wire wrapped, then Contractor shall use an approved stiff nylon brush.

The brush barrel shall be not less than 6 inches smaller in diameter than the well casing. The brushing elements inserted into the barrel shall consist of 7/8-inch diameter minimum stiff steel cable adequately spaced to clean the entire well. A minimum of 1500 pounds shall be required to drive the brush down the well.

After sufficient wire brushing, the well will be allowed to sit for a 24-to-48-hour time period and debris in the water column will be allowed to settle to the bottom of the well during this period. Sediment fill shall be removed from the bottom of the well to the maximum extent possible using a bailer or scow or equivalent retrieval device. The total depth of the well shall be measured shortly following bailing. This operation will be performed only if the casing appears to be in relatively good condition. Should it appear that there is any damaged casing or any sections of casing appear to be in a state of detachment from the well, the bailing should not be performed.

The Contractor shall provide bailers to accommodate well casing size. All bails shall be of proper width and length with a one-way valve at the bottom. This is to create a suction and surging action when moved vertically within the well which will further help with the maintenance and rehabilitation of well.

If bailing is performed, then all bailed material (water and sediment) shall be placed in steel drums or appropriate containers. The sediment, after separation from the water, shall be placed in the containers, properly labeled, and eventually removed from the well site for disposal by the Contractor. The Contractor will be responsible for manifesting the bailed material for disposal at an appropriate and approved landfill. If needed, MSWD shall be onsite to collect a sample of the bailed material for possible laboratory analysis.

Deep Well Video Survey

Contractor shall be able to conduct a color video camera survey to the full depth of well after removal of the pump and after brushing and bailing MSWD wells and recording pre- and post-brushing conditions. The survey shall be conducted in the presence of a MSWD Representative.

The Contractor video camera shall have vertical down-hole and horizontal side scan viewing capability. Horizontal side-scan viewing shall be controllable to allow viewing at any angle within a 360-degree rotation.

The Contractor shall inject potable water into the well for a sufficient period of time to perform the video survey and provide greater clarity during the video survey. It will be the Contractor's responsibility to provide a clear picture acceptable to MSWD and its representative.

The Contractor shall provide MSWD with an electronic copy of the original survey immediately after the completion. In addition, Contractor shall provide a full written report including color photos of any areas of concern.

Technical Requirements:**Pump Pulling and Inspection**

Contractor shall disconnect all electrical wiring and appurtenances necessary for the pulling of a deep well pump. Contractor shall sound the total well depth from surface prior to removing any downhole equipment. Contractor shall remove the motor, discharge head, oil tubing or submersible cable, shafting, column, bowl assembly, strainer, and airline. All component parts shall be closely inspected for excessive wear, cracks, holes, corrosion, or any type of damage, which would necessitate any repairs or replacement parts.

For booster pumps, the Contractor shall disconnect all electrical wiring and appurtenances necessary for removal of the booster. The unit shall be removed and all component parts shall be inspected for excessive wear, cracks, corrosion, or any type of damage, which would necessitate any repairs, or replacement parts.

The Contractor shall load, transport and unload pumping unit and all the miscellaneous pulled equipment from jobsite to Contractor's yard and back again to the job site upon repair.

Pump Re-installation

After completion of any necessary well repairs or rehabilitation work, the Contractor shall reinstall the bowl assembly, column, shafting, oil tubing or submersible cable, airline, discharge head, and motor, making all joints and connections in a workmanlike manner. Contractor shall furnish all incidental materials to bring the project to satisfactory completion. Prior to installation, Contractor shall adequately chlorinate the pump assembly. Once installed and set up a follow up well sounding will be completed.

Contractor shall test the rotation and operation of the completed installation to the satisfaction of the District. MSWD will chlorinate the well when Contractor is ready. The Contractor shall coordinate with the District to ensure that all discharges meet the District's NPDES permit and shall bear the cost for all discharges not in compliance with and/or exceeding the discharge limitations of the District's NPDES permit.

For booster pump work, Contractor shall move back onto the booster station site and shall reinstall the pump and motor, electrical connections, making all joints and connections in a workmanlike manner. Contractor shall restart the motor to make sure it is operating properly.

Well Video Survey

After removal of the pump and upon District's direction, Contractor shall perform well video inspection using color video equipment with side scan. The Contractor shall furnish all labor, materials and equipment required to provide a color video survey of the well after preparation of the water to produce clear viewing conditions. If necessary, the Contractor will introduce a polymer type flocculant into the well, followed by water. Contractor will allow water to flow into the well for a 24 to 48-hour time period in advance of the video survey to produce clear viewing conditions.

Should a clear video picture of the internal casing conditions not be achieved, additional clear water preparations should be instituted and additional video surveys conducted until a clear video picture record is obtained. This work shall be accomplished at the Contractor's expense.

As the camera probe surveys the full casing interval in the well, a digital depth record shall be recorded on the video survey log for reference. The video camera shall be capable of providing both vertical and horizontal (side) viewing of the entire casing as it descends into the well.

When a successful video survey log has been acquired, one copy in CD/DVD format shall be provided to the District. Contractor shall submit a written report to accompany the video survey log, documenting survey date, static water level, perforation depth intervals and conditions, and total well depth.

Well Rehabilitation Report

Contractor shall submit a written report to the District stating the total well depth, current water level, general condition of component parts, recommendations for repairs and for replacements, and the advisability of well rehabilitation. This report shall contain an itemized labor and material cost estimate of any necessary repairs to, or replacement of, any of the component parts, and a proposed schedule for the completion of the work.

Booster Pump Repair/Rehabilitation Proposal

Contractor shall submit a written proposal to the District stating the general condition of component parts, recommendations for repairs and for replacements, and the advisability of pump rehabilitation. This proposal shall contain an itemized labor and material cost estimate of any necessary repairs to, or replacement of, any of the component parts, and a proposed schedule for the completion of the work.

Repairs

The Contractor shall accomplish any repairs or replacements authorized by the District in accordance with one of the following:

1. Utilization of Contractor's own labor and equipment in accordance with Bidder's Proposal.
2. The securing of materials and/or outside services. Materials and outside services shall be paid for at actual invoice plus percentage mark-up in Bidder's Proposal.

3. Any suitable combination of the above.

The District reserves the right to have any necessary repairs and/or replacement parts furnished by others. At the discretion of the District, the Contractor's crew may be required to leave the job site until the necessary repairs are accomplished and/or replacement parts are procured.

Wire Brushing and Bailing

Wire brushing shall be carried out in such a manner as to clean the existing casing perforations and to remove scale and tubercles attached to the inside wall of the casing. The Contractor shall furnish the appropriate wire brush. If the screen is wire wrapped, then Contractor shall use an approved stiff nylon brush.

The brush barrel shall be not less than 6 inches smaller in diameter than the well casing. The brushing elements inserted into the barrel shall consist of 7/8-inch diameter minimum stiff steel cable adequately spaced to clean the entire well. A minimum of 1500 pounds shall be required to drive the brush down the well.

After sufficient wire brushing, the well will be allowed to sit for a 24-to-48-hour time period and debris in the water column will be allowed to settle to the bottom of the well during this period. Sediment fill shall be removed from the bottom of the well to the maximum extent possible using a bailer or scow or equivalent retrieval device. The total depth of the well shall be measured shortly following bailing. This operation will be performed only if the casing appears to be in relatively good condition. Should it appear that there is any damaged casing or any sections of casing appear to be in a state of detachment from the well, the bailing should not be performed.

If bailing is performed, then all bailed material (water and sediment) shall be placed in steel drums or appropriate containers. The sediment, after separation from the water, shall be placed in the containers, properly labeled, and eventually removed from the well site for disposal by the Contractor. The Contractor will be responsible for manifesting the bailed material for disposal at an appropriate and approved landfill. The District shall be onsite to collect a sample of the bailed material for possible laboratory analysis.

Temporary Test Pump Mobilization/Demobilization

If requested by the District, the Contractor shall furnish, install, and remove a deep-well turbine pump, prime mover, column assembly, and all appurtenances necessary for developing and/or test pumping the well. The pump and prime mover shall have a capacity to pump 3,000 gallons per minute from a 400-foot pump setting. The prime mover shall be a variable speed type. Contractor shall furnish all fuel or power required to operate the pumping unit.

A temporary 2 to 3-inch I.D. access tube should be installed during pump installation and will provide access for water level sounders into the well casing during pumping, to measure water levels.

The prime mover shall be a variable-speed type with a gear ratio of 1 to 2, in order to overdrive the pump to attain the desired pump rate. The prime mover shall meet all noise regulation requirements during development and subsequent testing operations. Discharge piping shall be provided for the pumping unit and be of sufficient size and length to conduct water according to the Special Provisions in these Specifications. The Contractor shall provide orifices, meters, or other approved devices that will accurately measure the flow rates, in total amount of water

pumped (in gallons) and the instantaneous discharge (in gpm). The discharge line shall be provided with suitable equipment for sand testing, such as the Rossum Centrifugal Sand Sampler.

The engine should be equipped with suitable throttling devices to control the discharges. The test pump should not be equipped with a foot valve, which would prevent backspin and interfere with surging operations. The required pumping unit shall be capable of being operated without interruption for a period of 72 hours during subsequent aquifer testing operations

After removing the test pump from the well, the Contractor shall remove any oil from the water surface within the well (e.g., test pump lubricating oil). An acceptable method of removal is to lower, via a cable, an oil absorbent "sock" or similar material designed to absorb spilled oil. Proper disposal of such absorbent "socks", if used, must be provided for by the Contractor. Following removal of the test pump (after all development and testing has been performed) the Contractor shall, at the specific request of the District, conduct a video survey to document the final condition of the well-casing.

Well Pumping Redevelopment

Following mechanical redevelopment, the District may elect to have Contractor proceed with pumping redevelopment which shall consist of intermittent pumping and surging of the well, beginning at an initial rate of 500 gpm and continuing at successively higher rates. Surging shall allow water to flow back through the bowls with free backspin and through the screen openings. The procedure shall be repeated at increments up to a final rate as recommended by the District.

Temporary storage tanks will be used to contain the discharge. Prior to disposal a sample for analysis of NPDES constituents will be collected and submitted to a laboratory to check for compliance with the District's NPDES permit.

Development records shall be maintained on at least a half-hour basis showing production rate, pumping level, drawdown, sand production, and all other pertinent information concerning well development. Development at each rate shall continue until the following conditions have been met:

1. The specific capacity (gallons per minute per foot of drawdown) shall have reached a relatively constant value over a period of at least 4 continuous hours, or as recommended by the District.
2. Sand content (if present) is no greater than 3 ppm as measured 15 minutes after surging, or as recommended by the District while pumping at the specified rate.

Contractor shall make adequate provisions for the disposal of water pumped from the well during redevelopment and/or test pumping. Such provisions shall include, but not be limited to, furnishing and installing discharge piping from the pumping unit of sufficient size and length to conduct water to a point as designated by the District. Contractor shall also furnish acceptable orifices, meters or other approved devices, which will accurately measure the pumping rate. An airline, complete with properly calibrated gage shall be provided by the Contractor to measure the elevation of water in the well. Contractor may be required to collect pumped groundwater into sedimentation tanks prior to discharge to a storm drain in order to comply with the waste discharge requirements of the regulating agency.

Production Testing of Well

Production testing of a rehabilitated well to determine the optimum rate of pumping and shall include a step drawdown test and a constant-rate discharge test. There shall be a period of at least 24 hours of non-pumping conditions following pumping development work prior to the start of the step drawdown test. The Contractor shall provide qualified personnel on a 24-hour basis during the step-drawdown and constant-rate discharge test to assure proper operation of the pumping test equipment, and to assist in water level monitoring if requested by the District.

Discharge Water - Discharge water shall be conveyed from the pump to the point of discharge at the well site. It is imperative to ensure that no damage by flooding or erosion is caused to the chosen drainage structure or water disposal site, or to nearby lands and/or streets. The Contractor shall provide all piping and discharge lines. The point of discharge location will be provided by the District and the Contractor will be responsible for all devices and piping to convey the water to that discharge point. No fluids will be permitted to flow offsite (except for proper drainage facilities) or to properties not owned by the District. All discharges will meet the District's NPDES permit and the Contractor will be responsible for this discharge.

Records - The Contractor shall keep accurate records of the pumping test of the well and furnish copies of all records to the District upon completion of the test. The records shall also be available to the District for inspection at any time during the test. The records shall include physical data describing the construction features such as, but not limited to: well depth and diameter, complete screen description, length and setting, a description of the measuring point and its measured height above land surface and/or mean sea level, and the methods used in measuring water levels and pumping rates. The Contractor shall also keep records on the type of pumping equipment used at the well site including engines, drive components, bowls, lines, and shafts. The Contractor will keep records of operation of equipment during the test including engine rpm and horsepower, fuel use, and other essential information that will be useful in designing a pump system.

Aborted Tests - Whenever continuous pumping at a uniform rate has been specified, failure of pumping operations for a period greater than one percent of the elapsed pumping time shall require suspension of the test until the water level in the pumped well has recovered to its original level. Recovery shall be considered "complete" after the well has been allowed to rest for a period at least equal to the elapsed pumping time of the aborted test, except that if any three successive water level measurements spaced at least 20 minutes apart show no further rise in the water level in the pumped well, the test may be resumed immediately. The District shall be the sole judge as to whether this latter condition exists. The Contractor will not be paid for any re-testing done if the specified time or recovery requirements of the City for the aborted test are not first met. These tests are invalid and will not be construed as a test.

Step-Drawdown Test - Prior to starting the step-drawdown test in the well, the static water level shall be measured. The well shall be "step" tested at rates determined by the District. The step-drawdown test for the well is estimated to require approximately 12 pumping hours with each step being 3 to 4 hours in duration.

The Contractor shall operate the pump and change the discharge as directed by the District. Both a gate valve and an engine throttle shall control the discharge of the pump. The discharge shall be controlled and maintained at approximately the desired discharge for each step with an accuracy of plus or minus 5 percent. Pump discharge shall be measured with an instantaneous

flow meter dial and a totalizer meter and stopwatch, as approved by the District. Both an airline and electric sounder shall be furnished by the Contractor for water level measurements.

During the step-drawdown test, the Contractor shall record sand content measurements at 30-minute intervals.

Constant-Rate Discharge Test - After a 24-hour recovery period from the end of the step-drawdown test, a constant-rate discharge test shall be performed as directed by the District. This test shall be run for a period of 24 hours, or until the pumping level remains constant for at least 4 hours, or until the District terminates the test. A recovery period of 24 hours shall follow the termination of the constant-rate discharge test, at which time the District will collect residual drawdown (recovery) data.

During the constant-rate discharge test, the Contractor shall also conduct the final sand content testing. The sand content shall be determined by averaging the results of samples collected at the following times during the final pumping test:

1. 5 minutes after start of the test;
2. after 1/4 of the total planned test time has elapsed;
3. after 1/2 of the time has elapsed;
4. after 3/4 of the time has elapsed; and
5. near the end of the pumping test.

Well Abandonment

Contractor shall investigate well condition, details of construction, and whether there are obstructions that will interfere with the process of filling and sealing before a well is abandoned. Video survey should be included for visual inspection of the well, as well as preparation and submittal of required permits for wells located in Riverside County.

Stuck Deep Well Vertical Turbine Pumps

If a deep well vertical turbine pump should become stuck and the extraction is halted, the Contractor shall make sufficient attempts with no less than a 50 ton "A" frame rig, to free the pump. If this is unsuccessful the Contractor shall develop alternative solutions for consideration. MSWD shall approve alternatives as deemed necessary and Contractor shall use reasonable skill in the presence of a MSWD representative, utilizing methods such as the use of air compressors for air lifting and/or hydraulic jacks before abandoning efforts to extract pump.

Level of Maintenance

All work shall be performed in a manner commensurate with community professional standards and with an ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances. Standards and frequencies may be modified from time to time as deemed necessary by MSWD for the proper maintenance and repair of the wells, pumps, and motors.

If, in the judgment of MSWD, the level of maintenance is less than that specified herein, MSWD shall, at its option, in addition to or in lieu of other remedies provided herein, withhold appropriate payment from the Contractor until services are rendered in accordance with specifications set forth within this document and providing no other arrangements have been made between the

Contractor and MSWD. Failure to notify of a change and/or failure to perform an item or work on a scheduled day may, at MSWD's sole discretion, result in deduction of payment for that day, week, or month. Payment will be retained for work not performed until such time as the work is performed to MSWD standard.

The Contractor is required to correct deficiencies within the time specified by MSWD. If noted deficient work has not been completed, payment for subject deficiency shall be withheld and shall continue to be withheld until deficiency is corrected, without right to retroactive payments.

All work and general conditions shall be performed in accordance with the current Standard Specifications for Cal-OSHA, Public Works Construction (Green Book), the State Water Resources Control Board Health Guidelines, and the American Water Works Association (AWWA) Standards.

Workmanship and Supervision

Unless otherwise stated, Contractor shall be responsible to provide all labor and materials to allow for successful Project completion.

MSWD may choose to reimburse the Contractor for materials that need to be procured. These instances shall be analyzed on a case -by -case basis and reimbursement for materials will need to be agreed upon in the Contractor's letter proposal prior to the commencement of work.

Receipts shall be required for reimbursements for materials purchased for projects. MSWD reserves the right to specify what type of material and/or equipment will be purchased per project. All equipment and material purchases shall be preapproved by MSWD. The Contractor shall charge the actual cost of materials to MSWD plus a maximum of 15% for overhead costs associated with procurement of materials.

MSWD reserves the right to purchase materials directly and make them available to the Contractor. In the event MSWD exercises the option to purchase the materials, the following conditions will apply:

- Contractor shall conform to all MSWD practices and procedures.
- All MSWD purchases will be for the sole expressed use of and for MSWD.
- The Contractor shall secure, store, inventory, distribute and control all materials entrusted to the Contractor's representatives.
- All materials and inventories shall be made available to MSWD upon request. The Contractor will reduce the unit cost for each maintenance task by MSWD's actual cost for the materials provided and used.

Contractor represents and warrants to MSWD that he/she has and will keep in effect at all times during the term of a contract with MSWD, all licenses, permits, professional qualifications, and approvals of whatever nature that are legally required to practice his/her trade.

Maintain all work sites free of hazards to people and/or property resulting from the Contractor's operations. Any hazardous condition noted by the Contractor, which is not a result of the Contractor's operations, shall be immediately reported to MSWD.

The Contractor shall be responsible for removing and cleaning any and all debris that occur as a result of its operations as a result of services requested in this scope of work.

All work performed under this contract shall be performed in such a manner as to provide maximum safety for the public and where applicable, comply with all safety standards required by CAL-OSHA. MSWD reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract.

The supervisor or person in charge and on site of any MSWD project shall have a smart phone capable of email.

At all times, the Contractor will ensure at least one English speaking person is on site of any MSWD assigned project.

Working Hours

Normal working hours shall be between the hours of 7:00 AM and 3:30 PM, Monday through Friday, unless otherwise stated by MSWD for emergency or standby services. The Contractor is subject to being contacted 24 hours a day, 7 days a week, 365 days a year to perform emergency repairs. These representatives for the Contractor shall respond to said emergency within two (2) hours from receiving notification. The Contractor shall notify MSWD immediately of any changes to the Contractor's representation.

Contractor's Office

The Contractor shall designate a project supervisor or person in charge at all times and provide MSWD with written notice of such designation. The designated individual shall be available throughout the duration of the work.

The Contractor shall also provide the names and telephone numbers of at least two (2) qualified personnel available during emergency conditions and capable of mobilizing to the job site within two (2) hours of notification.

Unless otherwise stated by MSWD, there will be no on-site storage of equipment or materials on MSWD property or at District sites. Contractors will have full responsibility for maintaining an office and a storage facility. All vehicles and equipment used in conjunction with the work shall be maintained in a neat, clean, orderly manner and shall be in good working order. MSWD may reject any vehicle or piece of equipment and order it removed if deemed unsafe.

Equipment

All vehicles and equipment used in conjunction with the work shall be maintained in a neat, clean, and orderly manner and shall be in good working order. Drip mats or oil containment need to be placed under leaking equipment, all equipment need to be inspected for leaks at the end of each workday. MSWD may reject vehicles or equipment and order it removed at their discretion.

Street Closures, Detours, Barricades

Contractor shall be responsible for all traffic control and barricades necessary to perform the scope of work. Warning signs, lights, and devices shall be installed and displayed in compliance with the current edition of the "California Manual on Uniform Traffic Control Devices" (CA MUTCD)

and “Work Area Traffic Control Handbook” (WATCHBOOK) for use in performance of work upon highways issued by the State of California, Department of Transportation.

Permits

The Contractor shall be responsible for obtaining permits where required by federal, state, or local agencies as it pertains to the work being conducted.

Underground Excavations

The Contractor shall be responsible for locating all underground utility lines to ensure the safety of his/her work crew and to protect, in place, existing utility equipment before commencing any excavation. Contractor should contact MSWD and Underground Service Alert (www.digalert.org) or call (811) at least forty-eight (48) hours before commencing any excavation, to locate underground service lines.

Responsibility for Damages or Injury

MSWD and all officers, employees, and representative thereof shall not be responsible in any manner for any loss or damage to any of the materials or other things used or employed in performing the project, or for injury or death of any person as a result of Contractor’s performance of the services required hereunder, or for damage to property from any cause arising from the performance of the project by the Contractor, or its sub-contractors, or its workers, or anyone employed by either of them.

Contractor shall be responsible for any liability imposed by law for injuries to or death of any person or damage to property resulting from defects, obstructions, or from any cause arising from Contractor’s work on the project, or the work of any sub-contractor or supplier selected by the Contractor.

EXHIBIT “B”

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

(insert behind this page)

EXHIBIT “C”

GENERAL CONDITIONS

(insert behind this page)

SECTION 2.1
of
GENERAL CONDITIONS

DEFINITIONS, TERMS, ABBREVIATIONS

2.1.01 Definitions - Wherever used in the Contract Documents, the following shall have the meanings indicated which shall be applicable to both the singular and plural thereof.

Acceptance, Final Acceptance - The formal action by the Owner accepting the Work as being complete.

Accepted Bid - The bid (proposal) accepted by the Owner.

Addenda - Written or graphic instruments issued prior to the opening of sealed bids, which modify or interpret the Contract Documents and Drawings by additions, deletions, clarifications or corrections.

Agreement - The written agreement (contract) executed between the Owner and the Contractor covering the performance of the Work.

Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bidder - Any person, firm or corporation submitting a Bid for the Work.

Bonds - Bid, Performance, and Payment Bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.

Change Order - A written order to the Contractor authorizing an addition, deletion or revision in the Work within the general scope of the Contract Documents or authorizing an adjustment in the Contract Price or Contract Time.

Contract Documents - The Contract Documents, including Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, Insurance Certificates, Notice of Award, Notice to Proceed, Change Order, General Conditions, Supplemental General Conditions, Special Conditions, Detailed Technical Provisions, Drawings, and Addenda.

Contract Price - The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

Contract Time - The number of calendar days stated in the Contract Documents for the completion of the Work.

Contractor - The person, firm or corporation with whom the Owner has executed the Agreement.

Detailed Technical Provisions - A part of the Contract Documents consisting of written descriptions of the technical nature of materials, equipment, construction system, standards and workmanship.

Drawings - The part of the Contract Documents, which show the characteristics, and scope of the Work to be performed and which have been prepared or approved by the Engineer.

Engineer - The person, firm or corporation named as such in the Contract Documents.

Field Order - A written order affecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.

Laboratory - The laboratory authorized by the Owner or the Owner's representative to test materials and work involved in the Project.

Manufacturer - A person, firm or corporation that fabricates, processes, or creates from raw materials or component parts, materials or equipment to be incorporated into the Project.

Notice of Award - The written notice of the acceptance of the Bid from the Owner to the successful Bidder.

Notice to Proceed - Written communication issued by the Owner to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

Owner - A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

Owner's Representative - The person, consultant, or engineering firm authorized by the Owner to represent him during the performance of the Work by the Contractor and until final acceptance. The Owner's Representative is referred to throughout the Contract Documents as if singular in number and masculine in gender. The Owner's Representative means the Owner's representative or his assistants.

Project - The undertaking to be performed as provided in the Contract Documents.

Resident Project Representative - The authorized representative of the Owner who is assigned to the Project site or any part thereof.

Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, Supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

Special Conditions - Modifications to Detailed Technical Provisions.

Specifications - The General Conditions, Supplemental General Conditions, Special Conditions, and Detailed Technical Provisions of these Contract Documents.

Subcontractor - An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

Substantial Completion - That date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.

Supplemental General Conditions - Modifications to General Conditions that are specifically applicable to this Project.

Supplier - Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

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

Work - All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.

Written Notice - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address or delivered in person to said party or his authorized representative on the Work.

2.1.02 Terms - Wherever used in the Contract Documents, the terms "directed", "required", "permitted", "ordered", "designated", "prescribed", or terms of like import are used, it shall be understood that the direction, requirements, permission, order, designation, or prescription of the Owner's Representative is intended. Similarly, the terms "approved", "acceptable", "satisfactory", "or equal", or terms of like import shall mean approved by or acceptable to or satisfactory to the Owner's Representative, unless otherwise expressly stated.

The word "provide" shall be understood to mean furnish and install.

2.1.03 Abbreviations - Whenever used in the Contract Documents, the following abbreviations shall have the meanings indicated:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AGMA	American Gear Manufacturer's Association
AI	The Asphalt Institute

AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron & Steel Institute
ANSI	American National Standards Institute (formerly USASI, USAU, ASA)
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ASA	American Standards Association (now ANSI)
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
CPR	Certified Payroll Records
DIR	California Department of Industrial Relations
IEEE	Institute of Electrical and Electronics Engineers
LCP	Labor Compliance Program
NBFU	National Board of Fire Underwriters
NEMA	National Electrical Manufacturers Association
PCA	Portland Cement Association
SSPC	Steel Structures Painting Council
UBC	Uniform Building Code, Pacific Coast Building Officials Conference of the International Conference of Building Officials
U/L or UL	Underwriters' Laboratories, Inc.
USASI or USAS	United States of America Standards Institute (now ANSI)

SECTION 2.2
of
GENERAL CONDITIONS

ADDITIONAL INSTRUCTIONS AND
DETAIL DRAWINGS

2.2.01 SECTION NOT USED.

2.2.02 SECTION NOT USED.

SECTION 2.3
of
GENERAL CONDITIONS

SCHEDULES, REPORTS AND RECORDS

2.3.01 A preconstruction conference will be held prior to commencement of the Work. Attendees shall be the Contractor, his Subcontractors, if applicable, the Owner, the Engineer, representatives of Federal, State or local regulatory or enforcement agencies, and any other parties deemed appropriate by the Owner.

2.3.02 The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the Contract Documents for the Work to be performed.

2.3.03 Prior to the start of construction, the Contractor shall submit a construction progress schedule to the Engineer for approval. Said schedule shall include, but is not limited to, the following information: Contractor's name, address and telephone number; project/contract number; date prepared; Engineer's name; Owner's name; date of Notice to Proceed; contract completion date; and, list of all important activities, including construction and material delivery, with starting and ending dates for each activity.

The schedule shall be prepared so that the Contractor can update it when significant changes in an activity time and/or completion time occur, as the Engineer may direct. After the Engineer approves the schedule, one (1) electronic copy shall be furnished to the Engineer for distribution. All costs for schedule preparation and printing are included in the Contractor's Bid.

The Engineer reserves the right to alter said schedule to prevent excessive public nuisance or to exclude areas where rights-of-way acquisition might still be in progress or provide timely facilities for testing and connection to other installations dependent upon this project.

2.3.04 Prior to starting construction, the Contractor shall submit to the Engineer for his approval a detailed breakdown of his cost estimate into the various elements of materials and construction operations. When approved, this breakdown will serve as a basis for the Engineer to determine partial payments.

2.3.05 Prior to the start of construction, the Contractor shall submit the dates at which special drawings will be required and the respective dates when applicable for submission of shop drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

SECTION 2.4
of
GENERAL CONDITIONS

DRAWINGS AND SPECIFICATIONS

2.4.01 SECTION NOT USED.

2.4.02 SECTION NOT USED.

2.4.03 SECTION NOT USED.

2.4.04 SECTION NOT USED.

SECTION 2.5
of
GENERAL CONDITIONS

SHOP DRAWINGS/MATERIAL SUBMITTALS

2.5.01 SECTION NOT USED.

2.5.02 SECTION NOT USED.

2.5.03 SECTION NOT USED.

2.5.04 SECTION NOT USED.

SECTION 2.6
of
GENERAL CONDITIONS

MATERIALS, SERVICES AND FACILITIES

2.6.01 It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

2.6.02 Materials and equipment shall be so stored as to ensure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection. The Contractor shall be entirely responsible for damage or loss to material and equipment until the Work has been completed by the Contractor and accepted by the Owner.

2.6.03 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

2.6.04 Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.

2.6.05 Materials, supplies or equipment to be incorporated into the Work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

2.6.06 Whenever under this Agreement it is provided that the Contractor shall furnish materials or manufactured articles, or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first class materials or articles of the kind required, with due consideration of the use to which they are to be put. In general, the Work performed shall be in full conformity and harmony with the intent to secure the best standard of construction and equipment of the Work as a whole or in part.

2.6.07 All equipment, materials, and supplies to be incorporated in the Work shall be new, unless otherwise specified.

SECTION 2.7

of
GENERAL CONDITIONS

INSPECTION AND TESTING

2.7.01 All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.

2.7.02 The Owner shall provide all inspection and testing services not required by the Contract Documents. Performance of these tests and all costs will be borne by the Owner; except, the cost of any test which shows unsatisfactory results shall be borne by the Contractor.

2.7.03 The Contractor shall provide at his expense the testing and inspection services required by the Contract Documents.

2.7.04 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will furnish the Engineer the required certificates of inspection, testing or approval. The Contractor shall pay for all inspection fees imposed by public agencies other than the Owner.

2.7.05 Inspections, tests, or approvals by the Engineer or others shall not relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

2.7.06 The Engineer and his representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof.

2.7.07 If any Work is covered contrary to the written instructions of the Engineer or work done for which the Contractor has not requested and received inspection, it must, if requested by the Engineer, be uncovered for his observation and replaced at the Contractor's expense.

2.7.08 If the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure,

observation, inspection, testing and reconstruction and an appropriate Change Order shall be issued.

2.7.09 Upon request of the Engineer, the Contractor shall furnish certification of compliance that fabricated or manufactured products conform to the standards of the industry as specified in these Contract Documents and that said fabricated or manufactured products were fabricated or manufactured under the quality control standards of the stated specifications of these Contract Documents.

SECTION 2.8
of
GENERAL CONDITIONS

SUBSTITUTIONS

2.8.01 Whenever a material, article or piece of equipment is identified in the Contract Documents by reference to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalog number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and use by the Contractor. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

2.8.02 The Contractor's use of approved substitutions or equals shall not relieve the Contractor from compliance with the Contract Documents. The Contractor shall bear all extra expense resulting from providing or using approved substitutions or equals where they affect the adjoining or related work, including the expense of required engineering, redesigning, drafting and permits, where necessary, whether the Owner's approval is given before or after receipt of Bids.

The Contractor shall bear the cost of all engineering work associated with the review of submittals for substitutions and equals. The Contractor shall approve the engineering costs prior to the performance of the engineering work using the form entitled "Authorization of Engineering Costs for the Evaluation of Substitutions and Equals" found in the General Conditions of the Specifications. The Engineer will not perform the submittal review until authorization is given. If the Contractor does not provide this authorization, the submittal will be rejected.

Engineering costs associated with redesign of adjoining or related work due to Substitutions or Equals shall be approved in writing by the Contractor prior to the performance of the work. The Contractor shall approve the cost of the engineering work using the form entitled, "Authorization of Engineering Costs for Redesign due to Substitutions and Equals" found in the General Conditions of the Specifications. The Engineer will not perform the redesign until the authorization is given. If the Contractor does not provide this authorization, the submittal, which created the need for redesign, shall be rejected.

SECTION 2.9
of
GENERAL CONDITIONS

INTELLECTUAL PROPERTY, PATENTS, ROYALTIES AND INDEMNIFICATION

2.9.01 The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof, including attorney's fees, except that the Owner shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified. However, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Engineer.

2.9.02 Contractor shall be responsible at all times for compliance with applicable patents, copyrights, trademarks, and/or other intellectual property rights held by others encompassing, in whole or in part, any invention, design, process, product, device, material, article or arrangement used, directly or indirectly, in the performance of the Work or incorporated into the Work.

Contractor shall pay, and include in the Contract Sum, all royalties and license fees and assume all costs incident to the use in the performance of the Work or the incorporation into the Work of any invention, design, process, product, device, material, article or arrangement which is the subject of a patent right, copyright, trademark, and/or other intellectual property right held by others.

To the fullest extent permitted by law, Contractor shall save, defend, hold harmless, and fully indemnify the District and all its officers and employees connected with the Project, other parties designated in Article "Insurance for Others" of Section 00 73 16, and all of their officers, agents, members, employees, authorized representatives, or any other persons deemed necessary by any of them acting within the scope of the duties entrusted to them, from all damages, claims for damage, costs, or expenses in law or equity, including attorney's fees and costs, that may at any time arise or be set up for any infringement or unauthorized use of any patent rights, copyrights, trademarks or other intellectual property claims by any person in consequence of the use by the District, or any of its officers, agents, members, employee authorized representatives, or any other person deemed necessary by any of them acting within the scope of the duties entrusted to them, of articles to be supplied under the Contract and of which Contractor is not the patentee or assignee or does not have the lawful right to sell the same.

This indemnity provision is in addition to all other defense, hold harmless and indemnity clauses in the Contract Documents and shall survive Final Completion and termination of the Contract. If the District is enjoined from the operation or use of the Work, or any part thereof, as a result of any suits or claims for infringement or unauthorized use of a patent right, copyright, trademark, and/or other intellectual property right, Contractor shall, at its sole expense and at no cost to the District, take reasonable steps to procure the right to operate or use the Work. If Contractor cannot procure such right within a reasonable time, Contractor shall promptly, at Contractor's sole expense and at no cost to the District, (1) modify the Work, consistent with applicable requirements of the Contract Documents, so as to avoid infringement of any such intellectual

property right, or (2) replace said Work with work that meets applicable requirements of the Contract Documents and that does not infringe or violate any such intellectual property right.

SECTION 2.10
of
GENERAL CONDITIONS

SURVEYS, PERMITS, REGULATIONS

2.10.01 SECTION NOT USED.

2.10.02 SECTION NOT USED.

2.10.03 SECTION NOT USED.

SECTION 2.11
of
GENERAL CONDITIONS

PROTECTION OF WORK, PROPERTY
AND PERSONS

2.11.01 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or 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, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

2.11.02 The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction, including the applicable provisions of the California Occupational Safety and Health Act of 1973, Part 1, Division 5, of the Labor Code §6300 et. seq. and the Construction Safety Orders of the Division of Industrial Safety. He will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the Work may affect them.

2.11.03 The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

2.11.04 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss. He will give the Engineer prompt Written Notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

2.11.05 Until the formal acceptance by the Owner of the performance of the Contractor hereunder, either by furnishing equipment and/or materials or by performance of Work, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the Work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of that which he is to provide or complete hereunder occasioned by any of the above causes before completion and acceptance and shall bear the expense thereof. In case

of suspension of Work from any cause whatsoever, the Contractor shall be responsible for all equipment and/or materials then upon Owner property and shall properly store them, if necessary, and shall erect temporary structures where necessary in so doing. Nothing in these Contract Documents shall be considered as vesting in the Contractor any right of property in materials used after they have been attached or affixed to the Work or the soil upon Owner's real property, but all such materials shall, upon being so attached or affixed, become the property of the Owner.

2.11.06 Prior to the beginning of any work, the Contractor shall obtain, at its sole expense, all permits required by the California Division of Occupational Safety and Health (Cal/OSHA) for permit-required activities associated with the Project and shall provide copies of such permits to the Owner upon request.

2.11.07 In accordance with Government Code Section 4216 and following, Contractor shall notify Underground Service Alert at least two days prior to excavation with a description of the area to be excavated to determine if any participant has a subsurface installation in the area.

2.11.08 The Contractor shall not commence any excavation over five (5) feet in depth until he has submitted to the Owner 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 any such excavation and such plan has been accepted by the Owner or by a registered civil or structural engineer, employed by the Owner, to whom authority to accept has been delegated. If such plan varies from the shoring system standards promulgated by the Department of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed and paid by the Contractor. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. Nothing contained in this article shall be construed as relieving the Contractor of full responsibility for providing shoring, bracing, sloping, or other provisions, which are adequate for worker protection.

2.11.09 A working platform for any scaffolding swung or suspended from an overhead support more than ten (10) feet above the ground, floor or area in which an employee on the scaffolding might fall, shall have a safety rail of wood or other equally rigid material of adequate strength; such rail shall be in compliance with the applicable orders of the Division of Industrial Safety.

The suspended scaffolding shall be fastened so as to prevent the same from swaying from the building, or structure, or other object being worked on from such scaffolding. All parts of such scaffolding shall be of sufficient strength to support, bear, withstand with safety, any weight of persons, tools, appliances or materials which might reasonably be placed on it or which are to be supported by it.

In addition to the duties imposed by any law regulating or relating to scaffolding, the Contractor who uses scaffolding in connection with the construction, alteration, repairing, painting, cleaning, or doing of any work upon any building or structure shall furnish safety lines to tie all hooks and hangers back on the roof of such building or structure and provide safety lines hanging from the roof, securely tied thereto, for all swinging scaffolds which rely upon stirrups of the single point of suspension type to support the working platform. One such line shall be provided for each workman with a minimum of one line between each pair of hangers or falls.

Platforms or floors of scaffolding shall be not less than fourteen (14) inches in width and shall be free from knots or fractures impairing their strength.

The use of lean-to scaffolds, sometimes known as jack scaffolds, as support for scaffolds is prohibited.

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

2.11.11 The Contractor shall not load nor permit any part of any structure to be loaded with any weights that will endanger the structure, nor shall subject any part of the Work to stresses or pressures that will endanger it.

2.11.12 The Contractor will be required to certify that he has an Injury, Illness Prevention Plan for his company as required by Labor Code Section 6401.7.

The names and telephone numbers of at least two medical doctors practicing in the vicinity and the telephone number of the local ambulance service shall be prominently displayed adjacent to telephones and carried by the supervisor of the work being performed.

The Contractor shall provide assurance to the District that all equipment has proper permits issued by the South Coast Air Quality Management District, or the local air quality district.

In addition, the Contractor shall be required to post notices required by Proposition 65 for any hazardous chemicals listed by the State Health Department, which are brought onto the property as part of the construction program.

2.11.13 Any public works contract of a local public entity, which involves digging trenches or other excavations that extend deeper than four feet below the surface, shall contain a clause, which provides the following:

- a. That the contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:
 - (1) Material the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, and that is required to be removed to Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - (2) Subsurface or latent physical conditions at the site differing from those indicated.

- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- b. That the public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.
- c. That, in the event that a dispute arises between the public entity and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.
- d. Differing Conditions shall not include:
1. All that is indicated in or reasonably interpreted from the Contract Documents or Reference Documents;
 2. All that could be seen on Site;
 3. Conditions that are materially similar or characteristically the same as those indicated or described in the Contract Documents or Reference Documents.
 4. Conditions where the location of a building component is in the proximity where indicated in or reasonably interpreted from the Contract Documents or Reference Documents.
- e. Contractor shall be responsible for the safety and protection of the affected area of the Work for the duration of the District's investigation of potential Differing Conditions.
- f. Failure by Contractor to comply with the requirements of this Paragraph concerning the timing and content of any notice of unforeseen or differing site conditions or of any request for adjustment of the Contract Sum and/or Contract Time based on alleged unforeseen or differing site conditions shall be deemed a waiver of any Contract Claim or subsequent proceedings (e.g., Government Code Claims and litigation) by Contractor for adjustments to the Contract Sum or Contract Time arising from or relating to such conditions.

SECTION 2.12
of
GENERAL CONDITIONS

SUPERVISION BY CONTRACTOR

2.12.01 The Contractor shall supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor shall employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

2.12.02 The Contractor shall employ only such foremen, mechanics and laborers as are competent and skilled in their respective lines of work, and whenever the Engineer shall notify the Contractor that any man on the Work is, in his opinion, incompetent, unfaithful, intemperate, or disorderly or refuses to carry out the provisions of this Contract, or uses threatening or abusive language to any person on the Work representing the Owner, or is otherwise unsatisfactory, such man shall be discharged immediately from the Work and shall not be re-employed upon it except with the consent of the Engineer. Such discharge shall not be the basis of any claim for damages against the Owner or his agents.

2.12.03 In the event that the Contractor proposes to substitute a key team member during the performance of the Contract, Contractor shall submit to the District Representative, at least seven days prior to engaging the person, an Experience Statement form for the District's review and acceptance. Any proposed substitution is subject to the approval of the District Representative based upon qualifying experience on similar projects as set forth in the bid documents for the project. Failure to obtain the District's acceptance shall not constitute a cause for delay. In addition, the District may issue an order to stop the work under these General Conditions until such time as the Contractor engages persons possessing skills and qualifications acceptable to the District.

2.12.04. Whenever the Work of a Subcontractor is dependent upon the work of other Subcontractors or Contractors, then Contractor shall require the Subcontractor to:

1. coordinate its Work with the dependent work;
2. provide necessary dependent data, connections, miscellaneous items, and other transitional requirements;
3. supply and install items to be built into dependent work of others;
4. make provisions for dependent work of others;
5. examine dependent drawings and specifications and submittals;
6. examine previously placed dependent work;
7. check and verify dependent dimensions of previously placed work;
8. notify Contractor of previously placed dependent work or dependent dimensions which are unsatisfactory or will prevent a satisfactory installation of its Work; and

9. not proceed with its Work until the unsatisfactory dependent conditions have been corrected.

2.12.05. Contractor shall immediately comply with and prosecute orders and instructions including, but not limited to, Change Orders, RFI replies and Clarifications given by the District in accordance with the terms of the Contract, but nothing herein contained shall be taken to relieve Contractor of any of its obligations or liabilities under the Contract, or of performing its required detailed direction and supervision.

2.12.06. Contractor shall at all times permit the District, its agents and authorized representatives to: (i) visit and inspect the Work, the materials and the manufacture and preparation of such materials; (ii) subject them to inspection at all such places; and (iii) reject the Work if it does not conform to the requirements of the Contract Documents. This obligation of Contractor shall include maintaining proper facilities and safe access for such inspection. Where the Contract requires Work to be tested or inspected, it shall not be covered up before inspection and approval by the District.

2.12.07. Whenever Contractor desires to perform Work outside regular working hours, Contractor shall give notice to the District of such desire and request and obtain the District's written permission at least 3 working days in advance, or such other period as may be specified, except in the event of an emergency prior to performing such Work so that the District may make the necessary arrangement for testing and inspection.

2.12.08. If Contractor receives a written notice from the District that a Clarification is forthcoming from the District, all Work performed before the receipt of the Clarification shall be coordinated with the District to minimize the effect of the Clarification on Work in progress. All affected Work performed after receipt of the District's written notice but before receipt of the Clarification and not so coordinated shall be at Contractor's risk.

2.12.09. During all disputes or disagreements with the District, Contractor shall carry on the Work and adhere to the progress schedule required to be submitted under the requirements of the Contract Documents. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the District and Contractor may otherwise agree in writing.

SECTION 2.13
of
GENERAL CONDITIONS

CHANGES IN THE WORK

2.13.01 This Agreement may not be altered in whole or in part except by modification in writing and properly executed by all parties hereto or by a change order.

2.13.02 The Owner may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by Change Order.

2.13.03 The Engineer, also, may at any time, by issuing a Field Order, make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work ordered by the Engineer unless the Contractor believes that such Field Order entitles him to a change in Contract Price or Time, or both, in which event he shall give the Engineer Written Notice thereof within seven (7) days after the receipt of the ordered change. Thereafter the Contractor shall document the basis for the change in Contract Price or Time within thirty (30) days. The Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the Owner.

SECTION 2.14
of
GENERAL CONDITIONS

CHANGES IN CONTRACT PRICE

2.14.01 The Contract Price may be changed only by a Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- a. Unit prices. Original bid items. Unit prices previously approved are acceptable for pricing changes of original bid items. However, when changes in quantities exceed fifteen (15) percent of the original bid quantity and the total dollar change of that bid item is significant, the Owner shall review the unit price to determine if a new unit price should be negotiated.
- b. An agreed lump sum.
- c. The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the Work to cover the cost of general overhead and profit.

When all or any part of the work covered by Change Order is performed by any of the Contractor's Subcontractors, the markups established in this section shall be applied to the Subcontractor's actual cost of such work, to which a markup of five (5) percent on the subcontracted portion of the work may be added by the prime Contractor.

SECTION 2.15
of
GENERAL CONDITIONS

TIME FOR COMPLETION AND
LIQUIDATED DAMAGES

2.15.01 The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on or before a date specified in the Notice to Proceed. The Contractor should be aware that time is of the essence for this project.

2.15.02 The Contractor will proceed with the Work at such rate of progress to ensure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

2.15.03 If the Contractor shall fail to complete the Work within the Contract Time, or requests for extension of time approved by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the Agreement for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

2.15.04 The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following, and the Contractor has promptly given Written Notice of such delay to the Owner or Engineer.

- a. To any preference, priority or allocation order duly issued by the Owner.
- b. If delays are caused by unforeseen events beyond the control of both the Contractor and the Owner, such delays will entitle the Contractor to an extension of time as provided herein, but the Contractor shall not be entitled to damages or additional payment due to such delays. War, government regulations, labor disputes, strikes, fires, floods, adverse weather necessitating cessation of work, other similar action of the elements, inability to obtain materials, equipment, labor, required "extra work," or other specific reasons as may be further described in the specifications may constitute such a delay.

No extension of time will be granted for a delay caused by the inability to obtain materials unless the Contractor furnishes to the Engineer documentary proof of the inability to obtain such materials in a timely manner in accordance with the sequence of the Contractor's operations and the approved construction schedule.

- c. To any delays of Subcontractors occasioned by any of the causes specified in paragraphs 2.15.04a and 2.15.04b of this article.

- d. If delays beyond the Contractor's control are caused by reasons other than those mentioned above, but substantially equal in gravity to those enumerated, and an extension of time is deemed by the Engineer to be in the best interests of the Owner, an extension of time may be granted, but the Contractor shall not be entitled to damages or additional payment due to such delays.

If delays beyond the Contractor's control are caused solely by action or inaction by the Owner, such delays will entitle the Contractor to an extension of time.

- e. Extensions of time, when granted, will be based upon the effect of delays on the project as a whole and will not be granted for noncontrolling delays to minor included portions of work unless it can be shown that such delays did, in fact, delay the progress of the project as a whole.
- f. If the Contractor desires payment for a delay or an extension of time, he shall, within thirty (30) days after the beginning of the delay, file with the Owner a written request and report as to the cause and extent of the delay. The request for payment or extension must be made at least fifteen (15) days before the specified completion date. Failure by the Contractor to file these items within the times specified will be considered grounds for refusal by the Owner to consider such request.

2.15.05 In case the Work called for under this Contract is not completed within the time limit stipulated herein, the Owner shall have the right, in lieu of assessing liquidated damages, to extend the time of completion thereof. If the time limit be so extended, the Owner shall have the right to charge to the Contractor and to deduct from the final payment for the Work, the actual cost to the Owner of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the Contract and which accrue during the period of such extension, except that the cost of final surveys and preparation of final estimate and the cost accruing by reason of unavoidable delays shall not be included in such charges.

SECTION 2.16
of
GENERAL CONDITIONS

CORRECTION OF WORK

2.16.01 The Contractor shall promptly remove from the premises all Work rejected by the Engineer for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.

2.16.02 All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of Written Notice, the Owner may remove such Work and store the materials at the expense of the Contractor.

SECTION 2.17
of
GENERAL CONDITIONS

SUBSURFACE CONDITIONS AND
EXAMINATION OF CONTRACT DOCUMENTS

2.17.01 The Contractor represents that he has carefully examined the Contract Documents and the site where the Work is to be performed and that he has familiarized himself with all local conditions and Federal, State and local laws, ordinances, rules and regulations that may affect performance of the Work in any manner. The Contractor further represents that he has studied all surveys and investigation reports governing subsurface and latent physical conditions pertaining to the job site; that he has performed such additional surveys and investigations as he deems necessary to complete the Work at the Contract Price; and, that he has correlated the results of all such data with the requirements of the Contract Documents. The submittal of a Bid shall be conclusive evidence that the Contractor has investigated and is satisfied as to the conditions to be encountered and as to the character, quality and scope of the Work.

2.17.02 The Drawings for the Work show conditions as they are supposed or believed by the Engineer to exist; but it is not intended or to be inferred that the conditions as shown thereon constitute a representation that such conditions actually exist. The Owner and the Engineer shall not be liable for any loss sustained by the Contractor as a result of any variance of the conditions as shown in the Drawings and the actual conditions revealed during the progress of the Work or otherwise.

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

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

When a log of test borings showing a record of the data obtained by the investigation of subsurface conditions by the Owner, the Engineer or their consultants is included with the Drawings, it is expressly understood and agreed that said log of test borings does not constitute a part of the

Agreement, represents only the opinion of the Owner or the Engineer or their consultants as to the character of the materials encountered by them in the test borings, is included in the Drawings only for the convenience of the Contractor, and its use is subject to all of the conditions and limitations set forth in this article.

2.17.03 The availability or use of information described in this article is not to be construed in any way as a waiver of the provisions of Section 2.17.01 and the Contractor is cautioned to make such independent investigations and examinations as he deems necessary to satisfy himself as to conditions to be encountered in the performance of the Work.

2.17.04 No information derived from such inspection of records of investigations or compilation thereof made by the Owner, Engineer, or their consultants will in any way relieve the Contractor from any risk or from properly fulfilling the terms of the Agreement.

SECTION 2.18
of
GENERAL CONDITIONS

SUSPENSION OF WORK,
TERMINATION AND DELAY

2.18.01 The Owner may suspend the Work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by Written Notice to the Contractor and the Engineer which notice shall fix the date on which Work shall be resumed. The Contractor will resume that Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

2.18.02 If the Contractor is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work or if he disregards the authority of the Engineer, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a Written Notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated in a Change Order.

2.18.03 Where the Contractor's services have been terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due to the Contractor will not release the Contractor from compliance with the Contract Documents.

2.18.04 After ten (10) days from delivery of a Written Notice to the Contractor and the Engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus reasonable profit. The Owner's authority and responsibility with respect to termination for convenience of owner or upon breach of contract are set forth in more detail in Section 2.35 of these General Conditions.

2.18.05 If, through no act or fault of the Contractor, the entire Work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or by request of litigation relating to the Project, or the Engineer fails to act on any request for payment within thirty (30) days after it is submitted, or the Owner fails to pay the Contractor substantially the sum approved by the Engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a Written Notice to the Owner and the Engineer, terminate the Agreement and recover from the Owner payment for all Work executed and all expenses sustained. In addition and in lieu of terminating the Agreement, if the Engineer has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may upon ten (10) days Written Notice to the Owner and the Engineer stop the Work until he has been paid all amounts then due, in which event and upon resumption of the Work, Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the Work.

2.18.06 If the performance of all or any portion of the Work is suspended, delayed, or interrupted as a result of a failure of the Owner or Engineer to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner or Engineer.

SECTION 2.19
of
GENERAL CONDITIONS

PAYMENTS TO CONTRACTOR

2.19.01 SECTION NOT USED

2.19.02 SECTION NOT USED

2.19.03 SECTION NOT USED

2.19.04 SECTION NOT USED

2.19.05 SECTION NOT USED

2.19.06 SECTION NOT USED

2.19.07 SECTION NOT USED

2.19.08 SECTION NOT USED

SECTION 2.20
of
GENERAL CONDITIONS

ACCEPTANCE OF FINAL
PAYMENT AS RELEASE

2.20.01 The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the Owner and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bond.

SECTION 2.21
of
GENERAL CONDITIONS

INSURANCE

2.21.01 The Contractor shall not commence any work under the Contract Documents until he obtains at his own expense all required insurance. Such insurance must have the approval of the Owner as to Company, limits, form and amount. The Contractor shall not permit any Subcontractor to commence work on the Project until the Subcontractor has also complied with these insurance requirements. The types of insurance, which the Contractor shall secure and maintain for the full Contract time, are Workers' Compensation Insurance, Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance, Builder's Risk "All Risk" Insurance, and Contractor's Pollution Liability Insurance as hereinafter specified. 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 his operations under the Contract Documents.

All policies required by this Section shall be primary insurance as to the Owner so that coverage held by the Owner will not contribute to any loss under the Contractor's insurance using the ISO endorsement CG 20 01 04 13 or coverage at least as broad.

Premiums for said insurance shall be paid for by the Contractor.

2.21.02 Before commencing any work, the Contractor shall submit written evidence that he and all Subcontractors have obtained for the Contract time full Worker's Compensation Insurance coverage, as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation** (also known as Transfer of Rights of Recovery Against Others to Us): The Contractor hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the Owner, its directors, officers, employees, and authorized volunteers, for losses paid under the terms of this coverage which arise from work performed by the named insured for the Owner; this provision applies regardless of whether or not the Owner has received a waiver of subrogation from the insurer.

2.21.03 Before commencing any work, the Contractor shall procure for the entire Contract time full Commercial General Liability Insurance, Automobile Liability Insurance coverage, and Contractor's Pollution Liability as hereinafter specified. Such insurance shall insure the Contractor and all Subcontractors for all claims for personal injury, including sickness and death, and all claims for destruction of or damage to property, including loss of use, arising out of or in connection with any operations under the Contract Documents, whether such operations be by the Contractor or by any Subcontractor under the Contractor, or by anyone directly or indirectly employed by the Contractor or by any Subcontractor.

Such Commercial General Liability Insurance shall be written with a limit of liability of not less than five million dollars (\$5,000,000) per occurrence or the full per 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 (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement, or insurer's equivalent endorsement provided to the District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit. Should the Contractor maintain insurance coverage exceeding the specified amount, any such additional coverage shall still benefit the Owner.

Such Commercial General Liability Insurance shall also be written for all damages arising out of injury to or destruction of property of others, arising directly or indirectly out of or in connection with the performance of the Work under the Contract Documents and in any one occurrence, including explosion, collapse and underground exposure.

Contractor's Pollution Liability – (optional: if project involves environmental hazards) with limits no less than \$5,000,000 per occurrence or claim, and \$10,000,000 policy aggregate.

Such Automobile Liability Insurance shall be written with a limit of liability of not less than one million dollars (\$1,000,000) for all damages arising out of bodily injury, including sickness and death, at any time resulting therefrom, sustained by any one person in any one occurrence, and a limit of liability of not less than two million dollars (\$2,000,000) aggregate for any such damages sustained by two or more persons in any one occurrence. Such automobile liability insurance shall be written with a limit of liability of not less than one million dollars (\$1,000,000) for all damages arising out of injury to or destruction of property of others, arising directly or indirectly out of or in connection with the performance of the Work under the Contract Documents and in any one occurrence, including explosion, collapse and underground exposure.

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

Coverage for Commercial General Liability Insurance, Contractor's Pollution Liability Insurance and Automobile Liability Insurance shall be at least as broad as the following:

- a. Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 00 01).
- b. Insurance Services Office (Form CA 00 01), covering Symbol 1 (any auto) with a limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
- c. Excess Liability Insurance (if necessary) - The limits of insurance required in this agreement may be satisfied by a combination of primary, umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of

the District (if agreed to in a written contract or agreement) before the District's own primary or self-insurance shall be called upon to protect it as a named insured.

Any deductible or self-insured retention must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officers, employees, agents and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigations, administration and defense expenses.

The Commercial General Liability Insurance policy and Contractor's Pollution (if necessary) are to contain, or be endorsed to contain, the following provisions:

The policy for such insurance shall include contractual coverage sufficiently broad to cover the Contractor's indemnification agreement contained in Section 2.24 excepting 2.24.04 of these General Conditions. The District, its directors, officers, employees, and authorized volunteers are to be given insured status at least as broad as ISO endorsement CG 20 10 11 85; or both CG 20 10 10 01 and CG 20 37 10 01 (or the CG 20 10 07 04 and CG 20 37 07 04 (or earlier edition date) specifically naming all of the District parties required in this agreement, or using language that states "as required by contract"). All Subcontractors hired by Contractor must also have the same forms or coverage at least as broad; as respects (via CG 20 38 04 13): 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 automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officers, employees, or authorized volunteers.

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in the favor of the District for all work performed by the Contractor, its employees, agents and subcontractors. this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.

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

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

or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by Owner. The policy must specify that coverage is to include all materials and equipment to be incorporated in the Project while at the construction site and while in transit.

Such policy shall be endorsed with the District, the Owner, the Owner's Representative, the Engineer and their consultants and each of their directors, officers, employees, and authorized volunteers named as loss payee, as their interest may appear. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for the District or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by the District. A maximum deductible amount of five thousand dollars (\$5,000.00) on all perils will be allowed. Also, the insurer shall waive all rights of subrogation.

If the Owner determines not to require the Contractor to procure such insurance, the Contract price shall be reduced by the amounts set forth in the bid items for the premium for such insurance.

If the Owner determines to require the Contractor to procure such insurance, such insurance shall be endorsed with the District, the Owner, the Owner's Representative, the Engineer and their consultants and each of their directors, officers, employees, and authorized volunteers named as loss payee, as their interest may appear. The policy or policies for such insurance may provide for a deductible amount not to exceed five (5) percent of the Contract price. As provided in Section 7104 of the Public Contracts Code, the Contractor is responsible for the cost of repairing or restoring work up to five (5) percent of the contract amount.

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

Acceptability of Insurers - Any insurance carrier providing insurance coverage required by the Contract Documents shall be authorized to do business in the State of California unless waived, in writing, by the District's Contracts Analyst. Carrier(s) shall have an A.M. Best rating of no less than an A: VII or better.

Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with District a certificate of insurance (Acord Form 25 or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative and evidence of waiver of rights of subrogation against the District. Such evidence shall also include (1) attached additional insured endorsements with primary & non-contributory wording, (2) Workers' Compensation waiver of subrogation, and (3) a copy of the Commercial General Liability declarations or

endorsement page listing all policy endorsements, and confirmation that coverage includes or has been modified to include required provisions. The District reserves the right to obtain complete, certified copies of all required insurance policies at any time and the Contractor shall provide the same within five (5) days of such request. Failure to continually satisfy the insurance requirements is a material breach of contract.

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

The Contractor shall, upon demand of District, deliver to District copies such policy or policies of insurance and the receipts for payment of premiums thereon.

The District reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other circumstances.

SECTION 2.22
of
GENERAL CONDITIONS

CONTRACT SECURITY

2.22.01 The Contractor shall within thirty (30) days after the receipt of the Notice of Award furnish the Owner with a Performance Bond in penal sum equal to the amount of the Contract Price and a Payment Bond in penal sum equal to one-hundred (100) percent of the amount of the Contract Price, requiring the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the payment by the Contractor to all subcontractors, persons supplying labor and materials in the prosecution of the Work provided by the Contract Documents.

2.22.02 Bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570 and by California law. The expense of these Bonds shall be borne by the Contractor. Bonds to be placed with insurers with a current A.M. Best's rating of no less than A: VII or better.

2.22.03 If at any time a surety on any such Bond is declared a bankrupt or loses its right to do business in the state in which the Work is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such Bond shall be paid by the Contractor. No further payments shall be deemed due nor shall they be made until the new surety or sureties shall have furnished an acceptable Bond to the Owner.

2.22.04 The Performance Bond and the Payment Bond must remain in effect throughout the period for performance of the Work and through the time of final payment by the Owner, and the Performance Bond must remain in effect for a period of one (1) year from the date of approval of the work by the Board of Directors of Owner, which is the period of the Contractor's warranty, or as modified under the Supplemental General Conditions. If a change order results in an increased contract amount, an updated bond must be submitted to reflect the revised total contract value.

SECTION 2.23
of
GENERAL CONDITIONS

ASSIGNMENTS AND BANKRUPTCY

2.23.01 The Contractor shall not sell, transfer, assign or otherwise dispose of the Agreement or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the Owner.

2.23.02 In the event of bankruptcy of the Contractor, whether voluntary or involuntary, this Agreement is automatically terminated, and the Contractor is entitled to no further payments over and above the reasonable value of the actual work completed at that time.

SECTION 2.24
of
GENERAL CONDITIONS

INDEMNIFICATION

2.24.01 The Contractor and any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable during the term of this agreement and associated with the work performed thereunder, will indemnify, defend and hold harmless the Owner and any of their directors, independent contractors, agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense is attributable to personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any act or omission of the Contractor, any Subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose acts or omissions any of them may be liable, but not including the sole or active negligence or willful misconduct of the Owner.

Each of the indemnified parties named in this Section shall be entitled to designate the attorney of their choice and indemnitor agrees to keep Owner's attorney advised as to the status of all claims, damages, losses, expenses and litigation which may arise hereunder.

2.24.02 In any and all claims against the Owner or any of their directors, independent contractors, agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

2.24.03 The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.

2.24.04 The Contractor shall indemnify, defend and save the Owner, the Owner's Representative, the Engineer, their consultants, and each of their directors, independent contractors, officers, employees and agents harmless from all costs, losses, expenses, damages, attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of Contractor's obligations under the Agreement, including but not limited to, Contractor's failure to complete any portion of the Work by the time specified in the Contract Documents. Such costs, expenses, and damages shall include all costs incurred by the Owner, the Owner's Representative, the Engineer, and their consultants to defend against any claims, stop notices, or lawsuits based thereon in which any of them is made a party.

Each of the indemnified parties named in this section shall be entitled to designate the attorney of their choice and the indemnitor agrees to pay the fee of each such attorney so designated.

SECTION 2.25
of
GENERAL CONDITIONS

SEPARATE CONTRACTS

2.25.01 The Owner reserves the right to let other contracts in connection with this Project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work and shall properly connect and coordinate his Work with theirs. If the proper execution or results of any part of the Contractor's Work depends upon the Work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such Work that render it unsuitable for such proper execution and results.

2.25.02 The Owner may perform additional Work related to the Project by himself, or he may let other Contracts containing provisions similar to these. The Contractor will afford the other Contractors who are parties to such Contracts (or the Owner, if he is performing the additional Work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work and shall properly connect and coordinate his Work with theirs.

2.25.03 If the performance of additional Work by other Contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, Written Notice thereof shall be given to the Contractor prior to starting any such additional Work. If the Contractor believes that the performance of such additional Work by the Owner or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefor as provided in Sections 2.14, 2.15, and 2.18.

SECTION 2.26
of
GENERAL CONDITIONS

SUBCONTRACTING

2.26.01 The Contractor may utilize the services of specialty Subcontractors on those parts of the Work, which, under normal contracting practices, are performed, by specialty Subcontractors.

2.26.02 After submission of his Bid, the Contractor shall not award Work to any unlisted Subcontractor(s) without prior written approval of the Owner.

2.26.03 The Contractor shall be fully responsible to the Owner for the performance of his Subcontractors, and of persons either directly or indirectly employed by them.

2.26.04 The Contractor shall review each condition of this Contract and cause to be inserted in all subcontracts comparable provisions relative to the Work to bind Subcontractors to the Contractor by the terms of the Subcontract Documents insofar as applicable to the Work of Subcontractors in the same manner that Contractor is bound to Owner (e.g., payment bond, insurance, arbitration, termination on unauthorized assignment or on bankruptcy, etc.), and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents. Copies of contracts between the Contractor and any Subcontractors shall be furnished to the Owner upon request.

2.26.05 All payments by Contractor to Subcontractor(s), which involve material made by joint check, shall specifically allocate the payment between the materialmen involved and the Subcontractor.

2.26.06 Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.

SECTION 2.27
of
GENERAL CONDITIONS

ENGINEER'S AUTHORITY

2.27.01 The Engineer shall act as the Owner's representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and Work performed. He shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Engineer will make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents.

2.27.02 The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship and execution of the Work. Inspections may be at the factory or fabrication plant of the source of material supply.

2.27.03 The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

2.27.04 The Engineer shall promptly make decisions relating to interpretation of the Contract Documents.

2.27.05 Any plan or method of Work suggested by the Engineer but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the Engineer and the Owner shall assume no responsibility therefor.

2.27.06 Engineer's authority and responsibility with respect to Resident Project Representation are as set forth in Section 2.33 of these General Conditions.

SECTION 2.28
of
GENERAL CONDITIONS

LAND AND RIGHTS-OF-WAY

2.28.01 Prior to issuance of Notice to Proceed, the Owner shall obtain land and all work shall be performed within existing public rights-of-way for carrying out the Work to be performed pursuant to the Contract Documents. Right-of-way limits are shown on the Drawings.

2.28.02 The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

2.28.03 Contractor shall confine his equipment, the storage of materials and equipment and the operations of his workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment.

2.28.04. Notwithstanding the designation of Contract limits or the indication of temporary fences or barricades, the provisions of the Contract Documents governing certain portions or phases of the Work may require that certain operations be carried out beyond such designated limits. In all cases, the Work shall be constructed solely within the boundaries described in the Contract Documents. Contractor shall coordinate with the District to obtain in advance of said operations all necessary permits, rights-of-way, or easements, and shall give proper notice thereof to owners of affected properties in accordance with section 832 of the California Civil Code. Contractor shall obtain all such permits, rights-of-way and easements at no cost to the District.

2.28.05. Pumping, draining and control of surface and ground water and excavating or other earthwork shall be carried out so as to avoid endangering the Work or adjacent facility or property, or interrupting, restricting or otherwise infringing or interfering with the use thereof. Contractor shall conform to the Code and applicable laws and regulations and shall obtain all permits necessary to perform grading or excavation or dispose of surface or ground water or excavated materials at the Site.

2.28.06. Contractor shall not load nor permit any part of any structure to be loaded in a manner that will endanger the structure, nor shall Contractor subject part of the Work or adjacent property to stresses or pressures that will endanger it.

2.28.07. Contractor shall assume full responsibility and shall promptly settle all claims for damage to areas within the Contract limits, or to adjoining areas or the owners or occupants thereof, resulting from the performance of the Work.

SECTION 2.29
of
GENERAL CONDITIONS

GUARANTEE

2.29.01 The Contractor shall guarantee that all materials and equipment furnished will be new unless otherwise specified.

2.29.02 The Contractor shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of acceptance by the Board of Directors of Owner. The Contractor warrants and guarantees for a period of one (1) year from the date of acceptance by the Board of Directors of Owner that the completed work is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reasons of such defects including the repairs of any damage to other parts of the work resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other Work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect throughout the guarantee period.

SECTION 2.31
of
GENERAL CONDITIONS

TAXES

2.31.01 The Contractor shall be responsible for paying all taxes applicable during the performance of the Work or portions thereof, whether or not said taxes were in effect on or increased after the date of Bid opening including, but not limited to, all sales, consumer, use and other similar taxes assessed by Federal, State or local authorities where the Work is performed.

2.31.02 The terms of these Contract Documents may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to these Contract Documents, the private party may be subjected to the payment of personal property taxes levied on such interest.

SECTION 2.32
of
GENERAL CONDITIONS

CONFLICT

2.32.01 SECTION NOT USED.

2.32.02 SECTION NOT USED.

SECTION 2.33
of
GENERAL CONDITIONS

RESIDENT PROJECT REPRESENTATIVE

2.33.01 The Engineer will furnish a Resident Project Representative and Assistants to assist the Engineer in carrying out his responsibilities at the Project sites. The duties, responsibilities, and limitations of authority of any such Resident Project Representative and Assistants are herein set forth.

2.33.02 The Resident Project Representative is the Engineer's agent and will act as directed by and under the supervision of the Engineer. He will confer with the Engineer regarding his actions. His dealings in matters pertaining to the on-site Work shall, in general, be only with the Engineer and the Contractor. His dealings with Subcontractors shall only be through or with the full knowledge of the Contractor or his superintendent. He will generally communicate with the Owner only through or as directed by the Engineer.

2.33.03 The duties and responsibilities of the Resident Project Representative will be as follows:

- a. Schedules - Review the progress schedule, schedule of Shop Drawing submissions, and schedule of values prepared by the Contractor and consult with the Engineer concerning their acceptability.
- b. Conferences - Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with the Engineer and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
- c. Liaison -
 - (1) Serve as the Engineer's liaison with the Contractor, working principally through the Contractor's superintendent and assist him in understanding the intent of the Contract Documents. Assist the Engineer in serving as Owner's liaison with the Contractor when Contractor's operations affect Owner's on-site operations.
 - (2) As requested by the Engineer, assist in obtaining from the Owner additional details or information, when required at the job site for proper execution of the Work.
 - (3) Alert the Contractor directly and through his superintendent, to the hazards involved in accepting or acting upon instructions from the Owner or others, except instructions transmitted through the Engineer or himself.

- d. SECTION NOT USED
- e. SECTION NOT USED
- f. Interpretation of Contract Documents - Transmit to the Contractor the Engineer's clarifications and interpretations of the Contract Documents.
- g. Modifications - Consider and evaluate the Contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to the Engineer.
- h. Records -
 - (1) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Agreement, the Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents.
 - (2) Keep a diary or logbook, recording hours on the job site, weather conditions, data related to questions of extras or deductions, list of visiting officials, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to the Engineer.
 - (3) Record names, addresses and telephone numbers of all the Contractors, Subcontractors, and major Suppliers of equipment and materials.
- i. Reports -
 - (1) Furnish Engineer periodic reports as required of progress of the Work and the Contractor's compliance with the approved progress schedule and schedule of Shop Drawing submissions.
 - (2) Consult with the Engineer in advance of scheduled major tests, inspections or start of important phases of the Work.
- j. Payment Requisitions - Review applications for payment with the Contractor for compliance with the established procedure for their submission and forward them with recommendations to the Engineer, noting particularly their relation to the schedule of values, Work completed and materials and equipment delivered at the site.
- k. Guarantees, Certificates, Maintenance and Operation Manuals - During the course of the Work, verify that guarantees, certificates, maintenance and operation manuals and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed; and deliver this material to the Engineer for his review and forwarding to the Owner prior to final acceptance of the Project.

1. Completion -

- (1) Before the Engineer issues a Certificate of Substantial Completion, submit to the Contractor a list of observed items requiring correction.
- (2) Conduct final inspection in the company of the Engineer, Owner and Contractor and prepare a final list of items to be corrected.
- (3) Verify that all items on the final list have been corrected and make recommendations to the Engineer concerning acceptance.

2.33.04 Except upon written instructions of the Engineer, the Resident Project Representative shall not:

- a. Authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
- b. Undertake any of the responsibilities of the Contractor, Subcontractors, or Contractor's superintendent.
- c. Expedite Work for the Contractor.
- d. Advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
- e. Advise on or issue directions as to safety precautions and programs in connection with the Work.
- f. Authorize the Owner to occupy the Project in whole or in part.
- g. Participate in specialized field or laboratory tests.

SECTION 2.34
of
GENERAL CONDITIONS

LEGAL RELATIONS AND RESPONSIBILITY

2.34.01 The Contractor shall keep himself fully informed of all existing and future State and Federal laws and all county and city ordinances and regulations which in any manner affect the conduct of the Work, and all of such orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency is discovered in the Contract Documents or Agreement for the Work in relation to any such law, ordinance, regulation, order or decree, he shall forthwith report the same to the Engineer in writing. He shall at all times observe and comply with and shall cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect, defend and indemnify the Owner, the Engineer, and all of its and their officers and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations and without giving notice to the Owner, the Contractor shall bear all costs arising therefrom.

The Contractor's attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of California and especially to Article 2 (Wages); and Article 3 (Working Hours).

- a. Wages to be paid for a day's work to all classes of laborers, workers, or mechanics on the work contemplated by the contract, shall be not less than the prevailing rate for a day's work in the same trade or occupation on the locality within the State where the work hereby contemplated is to be performed as determined by the State of California Director of Industrial Relations pursuant to his authority under Labor Code section 1720 et. seq. Each laborer, worker, or mechanic employed by a Contractor or by any Subcontractor shall receive the wages herein provided for. The Contractor shall pay up to two hundred (\$200.00) per day penalty for each worker paid less than the prevailing rate of per diem wages. The difference between the prevailing rate of per diem wages and the wage paid to each worker shall be paid by the Contractor to the worker. NOTE: an error on the part of the awarding body does not relieve the Contractor from responsibility for payment of the prevailing wage of per diem wages and penalties pursuant to Labor Code section 1720 – 1781 and 1813 – 1815.
- b. In accordance with Sections 1773.1 and 1773.8 of the Labor Code the Contractor shall pay travel and subsistence payments to each workman needed to execute the Work as such travel and subsistence payments are defined in the applicable collective bargaining assurances filed with the Department of Industrial Relations.
- c. Pursuant to Labor Code Section 1810 et. seq., it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.

- d. Pursuant to Labor Code Section 1813, it is stipulated hereby that the Contractor shall, as a penalty to the Owner, forfeit up to twenty-five (25) Dollars for each workman employed in the execution of this Contract by the Contractor or by any Subcontractor hereunder for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of 8 hours per day at not less than 1.5 times the base rate of pay (or 2 times base rate on Sunday/Holidays), in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2, of the Labor Code.
- e. The Contractor is responsible for compliance with Labor Code Section 1777.5 and the California Code of Regulations 230 – 230.2 for all apprenticeable occupations, whether employed by the Contractor or by the Subcontractors. Included in these requirements is the Contractor's requirement to provide notification to the appropriate apprenticeship committees, pay training fund contributions, utilize apprentices in a minimum ratio of not less than once apprentice for each five journeyman hours (unless an exception is granted in accordance with Labor Code 1777.5) and/or request for the dispatch of apprentices.

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

Willful violations of Section 1777.5 will result in a forfeiture of \$100.00 for each calendar day of noncompliance which shall be withheld from progress payments by Owner upon notice from the Department of Industrial Relations. (Labor Code 1777.7).

- f. Attention is directed to the provisions of Labor Code 1725.5 requiring all contractors and subcontractors who bid or work on a public works project to be registered with the Department of Industrial Relations (DIR) via its online portal: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm>

2.34.02 In the event of any legal or equitable proceeding to enforce the terms or conditions of this Agreement, the parties agree that venue shall be in the judicial district in which the office of the Owner is located.

2.34.03 If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

All clauses contained in the Contract Documents shall be interpreted in a manner, which renders them valid under applicable provisions of State, and Federal law where a consistent interpretation is possible.

2.34.04 In the event any arbitration proceeding, administrative proceeding or litigation in law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions or performance of this Agreement, the prevailing party shall be entitled to the award of a reasonable attorney's fee and the costs of the proceeding, which shall be determined by the Court or the presiding officer at the proceeding, authorized to make a determination of the issues at the hearing level, or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

If any party to this Agreement becomes a party to any litigation, administrative proceeding or arbitration concerning the enforcement or interpretation of the provisions of this Agreement or the performance of this Agreement by reason of any act or omission of another party or authorized representatives of another party to this Agreement and not by any act or omission of the party that becomes a party to that proceeding or any act or omission of its authorized representatives, the party that causes another party to become involved in the proceeding shall be liable to that party for reasonable attorney fees and costs of the proceeding incurred by that party in the proceeding. The award of reasonable attorney fees and costs shall be determined as provided above.

In the event opposing parties have each prevailed on one or more causes of action actually contested or admitted by pleadings or prehearing documents on file, the presiding officer may offset such fees and costs between prevailing parties after considering the necessity of the proceeding and the importance of the issue or issues upon which a party has prevailed.

2.34.05 It shall be the responsibility of the contractor to maintain an accurate payroll record showing the name, address, Social Security Number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each employee in accordance with Labor Code 1776, and to insure that each subcontractor on the project also complies with all provisions of Labor Code 1776 and this contract provision.

All payroll records shall be certified as accurate by the applicable contractor or subcontractor or its agent having authority over such matters.

The Contractor shall submit to the Agency's designated Labor Compliance Officer a copy of Certified Payroll Records as enumerated by Labor Code 1776 for the Contractor's, as well as Subcontractor's, employees working on the project work. The Agency shall make no payment to the Contractor until the certified records are received by the Agency's designated Labor Compliance Administrator/Department/Division. Each contractor performing work under contract shall keep an accurate payroll record, showing the name, address, social security number, work week, and the actual per diem wages to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work. Such records shall be certified and available for inspection at all reasonable hours at the principal place of the Contractor as required by Labor Code section 1776. Contractor and Subcontractor shall keep accurate project records such as Daily Logs and Reports and may be asked to provide copies of such records per the State of California Public Records Act, Government Code section 6250 – 6276.48. Pursuant to SB854, all public works contractors and subcontractors shall also furnish electronic certified payroll records directly to the Labor Commissioner. For all projects awarded on or after April 1, 2015, the contractors and

subcontractors must furnish electronic certified payroll records to the Labor Commissioner using the online portal: <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>

Records made available to the general public in accordance with the prior paragraph shall be marked or obliterated in such a manner that the name and address of the contractor and/or subcontractor and the name, address and telephone number of all employees do not appear on the modified records.

Contractor shall file a certified copy of any requested payroll records with the entity that requested such records within ten (10) days of the date a written request for payroll records has been received.

Failure of contractor to comply with any provision of this Section or Labor Code 1776 within ten (10) days of the date a written request for compliance is received shall result in a forfeiture of up to one hundred dollars (\$100.00) per calendar day or portion thereof, for each worker, until strict compliance is obtained. Upon notification by the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the Department of Industrial Relations, the Owner shall withhold penalties under this Section or Labor Code 1776 from the contractor's progress payments then due.

2.34.06 By entering into this contract or any subcontract pursuant to this contract, the Contractor and each Subcontractor who performs work or supplies goods, services or materials hereby offers and agrees to assign to the Owner all rights, title, and interest in and to all causes of action it may have under Federal or State Anti-Trust Law, including, but not limited to, any Anti-Trust action any of them may have under Section 4 of the Clayton Act (15 U.S.C. Sec 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, services or materials pursuant to this contract or any related subcontract. This assignment is made and becomes effective at the time the awarding body tenders final payment to the Contractor shall insure that a comparable provision is included in all subcontracts at all tier levels which are executed pursuant to this prime contract. Contractor shall have the rights set forth in Section 4553 and 4554 of the Public Contract Code.

SECTION 2.35
of
GENERAL CONDITIONS

REMOVAL, RELOCATION OR PROTECTION
OF EXISTING UTILITIES

2.35.01 SECTION NOT USED

2.35.02 SECTION NOT USED

2.35.03 SECTION NOT USED

2.35.04 SECTION NOT USED

2.35.05 SECTION NOT USED

SECTION 2.36
of
GENERAL CONDITIONS

ANTI-TRUST CLAIMS

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

SECTION 2.37
of
GENERAL CONDITIONS

TERMINATION FOR CONVENIENCE
OF OWNER OR UPON BREACH OF CONTRACT

2.37.01 The performance of work under this contract may be terminated by Owner in accordance with this clause in whole or from time to time in part whenever Owner or Owner's Representative determines that such termination is in the best interest of Owner. Any such termination shall be affected by delivery to Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, the date upon which the termination becomes effective, and the reason for the termination.

2.37.02 After receipt of a Notice of Termination, except as otherwise directed by Owner or Owner's Representative, Contractor shall:

- a. Stop work under the contract on the date and to the extent specified in the Notice of Termination,
- b. Place no further orders or subcontract for materials, services, or facilities, except as may be necessary for the completion of such portion of work under the contract as is not terminated,
- c. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination,
- d. Assign to Owner in the manner, at the times, and to the extent directed by Owner or Owner's Representative all of the right, title, and interest of Contractor under the orders and subcontracts terminated, in which case Owner shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts,
- e. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts to the extent Owner may require,
- f. Transfer title and deliver to Owner, in the manner, at the times, and to the extent, if any, directed by Owner (1) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of work terminated by the Notice of Termination and (2) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to Owner,
- g. Use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by Owner or Owner's Representative any property of the types referred to in f. above, provided Contractor (1) shall not be required to extend credit to any purchasers, and (2) may acquire any such property under the conditions prescribed by and at the prices approved by Owner or Owner's Representative. The proceeds of any such

transfer or disposition shall be applied in reduction of any payments to be made by Owner to Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as Owner or Owner's Representative may direct,

- h. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination to the satisfaction of Owner,
- i. Take such action as Owner or Owner's Representative may direct for the protection and preservation of the property related to this contract which is in the possession of Contractor and which the Owner has or may acquire an interest.

After receipt of a Notice of Termination, Contractor shall submit to Owner his termination claim, in the form and with certification prescribed by Owner or Owner's Representative. This claim shall be submitted promptly but in no event later than three (3) months from the effective date of termination, unless one or more extensions in writing are granted by the Owner or Owner's Representative upon Contractor's written request within such three (3) month period or any authorized extension of the three (3) month period. Owner may deny or grant the request for an extension of time as Owner may determine in its sole discretion. Owner's decision to grant or deny the extension shall be final and binding on all parties to this contract. Upon failure of Contractor to submit his termination claim within the time allowed, Owner or Owner's Representative may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of termination and shall thereupon pay to Contractor the amount so determined.

2.37.03 Contractor and Owner may agree upon the whole or any part of the amount paid to Contractor by reason of the total or partial termination of work pursuant to this clause provided an agreement, in writing, has been reached within three months following the date the termination notice has become effective.

In the event Contractor and Owner are unable to agree on the termination price, Owner shall pay to Contractor the amount determined by Owner or Owner's Representative, in its sole discretion, to be fair and equitable under the circumstances excluding amounts Owner and Contractor have agreed to in accordance with the terms of this section.

In no event shall Contractor be entitled to receive any amount upon termination of this contract which exceeds the total contract price reduced by the amount of payments otherwise made and further reduced by the contract price of work not terminated, by the fair value, as determined by Owner or Owner's Representative, in its sole discretion, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to Owner, by all unliquidated advances or other payments on account made to Contractor applicable to the terminated portion of the contract, by any claim which Owner may have against Contractor in connection with this contract, by the agreed price for, or the proceeds of sale of any materials, supplies, or other things acquired by Contractor or sold, pursuant to the provisions of this clause and not otherwise recovered or credited to Owner, and by estimated or actual costs to correct Contractor's work which Owner or Owner's Representative, in its sole discretion, determines to be defective. The decision of Owner or Owner's

Representative to determine the proper termination amounts shall be final and binding on all parties to this contract.

2.37.04 Unless otherwise provided for in this contract, Contractor shall, from the effective date of termination until the expiration of three years after final settlement under this Contract, preserve and make available to Owner at all reasonable times at the office of Contractor, and without charge of any kind to Owner, all Contractor's books, records, documents, and other evidence bearing on the costs and expenses of Contractor under this contract. For this purpose, Contractor specifically consents to allow Owner to receive such copies of Contractor's tax returns as Owner may deem necessary to verify Contractor's costs.

2.37.05 In the event Owner terminates the contract in whole or in part due to the failure of Contractor, its agents, servants, employees or subcontractors to perform any work in the time or manner designated in the contract documents, Owner shall immediately serve written notice of the Termination upon the surety and the Contractor, and the surety shall have the right to take over and perform the contract; provided, however, that if the surety within ten (10) days after the serving upon it of a notice of termination does not give the Owner written notice of his intention to take over and perform the contract or does not commence performance thereof within thirty (30) days from the date of serving said notice, the Owner may take over the work and prosecute the same to completion by contract or by any other method he may deem advisable for the account and at the expense of the Contractor, and his surety shall be liable to the Owner for any excess costs or other damages occasioned the Owner thereby, and in such event the Owner may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plants, and other property belonging to the Contractor that may be on the site of the work and be necessary therefor. For any portion of such work that the Owner elects to complete by furnishing his own employees, materials, tools and equipment, the Owner shall be compensated for such in accordance with the schedule of compensation for force account work in the article on payment for changes in the work.

2.37.06 In the event Owner terminates the contract as a result of a breach of any contract terms by Contractor, its agents, servants, employees or subcontractors, if the unpaid balance of the contract price exceeds the direct and indirect costs of completing the work, including, but not limited to, all costs to Owner arising from professional services and attorneys' fees and all costs generated to insure or bond the work of substituted contractors or subcontractors utilized to complete the work, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to the Owner promptly upon demand; on failure of Contractor to pay, the Surety shall pay on demand by Owner. Excessive costs not paid by Contractor or its Surety within thirty (30) days following the mailing of a demand for such costs by Owner shall earn interest at the rate of fifteen percent (15%) per annum or the maximum rate authorized by California law, whichever is lower.

SECTION 2.38
of
GENERAL CONDITIONS

SUPPLEMENTAL GENERAL CONDITIONS

2.38.01 Responsibility of Job Site Conditions

Contractor agrees that he shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property. This requirement shall apply continuously and not be limited to normal working hours. The Contractor shall defend, indemnify and hold the Owner and the Engineer harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting for liability arising from the sole negligence of the Owner or the Engineer.

2.38.02 Mediation and Arbitration of Claims

Pursuant to Public Contract Code Section 20104(c), the current provisions of Article 1.5 of Chapter 1 of Part 3 of the Public Contract Code (commencing with Section 20103.5) dealing with the mediation and arbitration of public works claims are incorporated herein and a copy of these provisions are attached to these General Conditions.

SECTION 2.39
of
GENERAL CONDITIONS

PUBLIC CONTRACT CODE SECTIONS
20103.5 – 20207.7

The following Public Contract Code Sections are included for information.

20103.5. In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

20104. (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount of payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

20104.2. For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within fifteen (15) days after receipt of the further documentation or within a period of time no greater than taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within fifteen (15) days of receipt of the local agency's response or within fifteen (15) days of the local agency's failure to respond within the time prescribed respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the local agency shall, within thirty (30) days, schedule a meet-and-confer conference for the purpose of resolving the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision

(a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

20104.4. The following procedures are established for all civil actions filed to resolve claims subject to this article.

(a) Within sixty (60) days, but no earlier than thirty (30) days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the fifteen (15) day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgement shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

20104.6. (a) No local agency shall fail to pay money as to any portion of a claim, which is undisputed except as, otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgement. The interest shall begin to accrue on the date the suit is filed in a court of law.

As stated in subdivision (c) of Section 20104, any contract entered into on or after January 1, 1991, which is subject to this article shall incorporate this article. To that end, these contracts shall be subject to this article even if this article is repealed pursuant to subdivision (a).

20207.7. Unless the amount involved in the purchase at any one time of any articles for which no contract has been entered into exceeds ten thousand dollars (\$10,000), the board may purchase the articles without the necessity of advertising or lettering contracts. Where the cost of any articles for which no contract has been entered into exceeds ten thousand dollars (\$10,000), the board shall advertise for sealed bids for furnishing the district the articles. In the matter of advertising, opening and accepting bids, and the letting of contracts, the board shall proceed in all respects in the manner and form provided in the case of contracts for annual supplies.

**AGREEMENT FOR ON-CALL WELL MAINTENANCE AND REPAIR SERVICES
BY INDEPENDENT CONTRACTOR
PROJECT DIR # _____**

THIS AGREEMENT FOR ON-CALL WELL MAINTENANCE AND REPAIR SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of **October 1, 2026**, by and between the MISSION SPRINGS WATER DISTRICT, a County Water District (“DISTRICT”) whose address is 66575 Second Street, Desert Hot Springs, CA 92240, California, and **South West Pump & Drilling, Inc., a California corporation** whose address is **53381 Highway 111, Coachella, CA 92236** (“CONTRACTOR”).

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. DISTRICT desires to engage CONTRACTOR to provide the following services: on-call well, booster, and related facility maintenance, repair, and emergency services on an as-needed basis; and

B. CONTRACTOR has made a proposal (“Proposal”) to the DISTRICT to provide such services, which Proposal is attached hereto as **Exhibit “A”** and incorporated herein by this reference; and

C. CONTRACTOR represents that it has examined and is fully familiar with all of the provisions of the Agreement; that it has satisfied itself as to the nature and location of all Services (defined below), the general and local conditions to be encountered in the performance of any Services, and all other matters which can in any way affect the Services or the cost thereof; and

D. CONTRACTOR agrees to provide such Services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to DISTRICT that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services; and

E. The parties acknowledge that some or all of the Services may constitute “public works” or “maintenance” under California Labor Code section 1720 et seq.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, DISTRICT and CONTRACTOR agree as follows:

1. **Term of Agreement.** This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate on **June 30, 2027**, unless

extended by the parties with the approval of the General Manager or Board of Directors of the DISTRICT.

2. Services to be Performed. CONTRACTOR agrees to provide on-call maintenance, repair, and emergency services (“Services”) as requested by DISTRICT and contained within the Proposal. All Services shall be authorized through written task orders (“Task Orders”) issued by the DISTRICT. Each Task Order shall describe the scope of work, schedule, and compensation. CONTRACTOR shall not perform any Services without prior written authorization from DISTRICT. CONTRACTOR designates **Brian Jeffers** as CONTRACTOR’S representative(s) responsible for overseeing the Services provided by CONTRACTOR. DISTRICT designates the District General Manager, or his or her designee, to act as the Project Manager (“Project Manager”) in connection with the delivery of Services under this Agreement. CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and supplies necessary to perform Services.

2.01. Task Orders. DISTRICT shall issue Task Orders on an as-needed basis. For each Task Order, CONTRACTOR shall submit a written cost proposal, which shall include, at a minimum, labor, materials, subcontractors, and a proposed schedule for completion. No Task Order shall be binding, and CONTRACTOR shall not commence any work thereunder, unless and until the Task Order has been approved in writing by the DISTRICT. DISTRICT makes no representation or guarantee that CONTRACTOR will receive any minimum amount of work under this Agreement.

2.02. In addition to the requirements set forth in this Agreement, all Services performed pursuant to any Task Order shall be subject to, and CONTRACTOR shall comply with, the General Conditions, Special Conditions, and bond requirements applicable to the Work. The General Conditions and Special Conditions are attached hereto as Exhibit “C” and incorporated herein by this reference.

Each Task Order issued under this Agreement shall expressly incorporate the terms of this Agreement and Exhibit “C”. Additionally, CONTRACTOR agrees that all work performed under any Task Order shall be governed by, and performed in accordance with, such provisions, whether or not expressly restated in the Task Order.

Without limiting the foregoing, CONTRACTOR shall comply with all requirements relating to performance bonds, payment bonds, maintenance bonds, and any other security required by the DISTRICT pursuant to Section 12 of this Agreement. In the event of any conflict between the terms of a Task Order and the General Conditions, Special Conditions, or bond requirements, the more stringent provision, as determined by DISTRICT, shall control.

3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’S sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the prior written consent of DISTRICT. CONTRACTOR shall require all subcontractors to comply with all applicable provisions of this Agreement, including prevailing wage, insurance, and indemnity obligations.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the DISTRICT. This Agreement is a time-and-materials, on-call contract. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by DISTRICT to CONTRACTOR under this Agreement shall not exceed the amount of \$200,000.00. Each Task Order issued pursuant to this Agreement may include its own not-to-exceed amount, which shall not be exceeded without prior written approval of the DISTRICT.

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the DISTRICT, in writing. CONTRACTOR shall not exceed any not-to-exceed amount established in an approved Task Order without the prior written approval of the DISTRICT.

4.03 CONTRACTOR shall submit to DISTRICT, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. Invoices shall reference the applicable Task Order. DISTRICT may withhold payment for: (i) defective work, (ii) non-compliance with prevailing wage laws, or (iii) incomplete or unauthorized work. The DISTRICT shall not be obligated to pay any invoice for services that are submitted more than sixty (60) days after the date such services were provided. DISTRICT shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to DISTRICT's:

- a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If DISTRICT determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, DISTRICT shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, DISTRICT shall pay such invoice within thirty (30) days of its receipt, or as reasonably soon after required certified payroll information is submitted to the DISTRICT, if applicable. Should DISTRICT dispute any portion of any invoice, DISTRICT shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

4.05 DISTRICT may withhold retention from progress payments on a Task Order basis where appropriate. Retention shall not exceed five percent (5%) of the amount payable under the applicable Task Order, unless a higher percentage is permitted by

applicable law. Retention shall be released upon satisfactory completion and acceptance of the applicable Task Order, and if a Notice of Completion is recorded for such Task Order, in accordance with applicable law governing the release of retention. Retention, if any, shall be administered separately for each Task Order.

4.06 Stop Notices. CONTRACTOR acknowledges that DISTRICT may withhold funds otherwise due or to become due to CONTRACTOR in response to any stop notice, bonded stop notice, or other lawful claim made in accordance with California Civil Code. DISTRICT shall be entitled to withhold such amounts as required by law or as reasonably necessary to satisfy such claim. CONTRACTOR shall be solely responsible for resolving any such claim, and DISTRICT shall have no obligation to make payment to CONTRACTOR for amounts subject to such withholding until the claim is released, discharged, or otherwise resolved to the satisfaction of DISTRICT in accordance with applicable law.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. All Services shall be performed in accordance with applicable industry standards and in a good and workmanlike manner. In the event that the terms of the Proposal shall conflict with the terms of this Agreement or contain additional terms that purport to bind the DISTRICT other than for the Services to be rendered and the hourly rate for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers. CONTRACTOR shall perform the Services subject to the direction, control, and approval of DISTRICT as set forth in this Agreement and applicable Task Orders.

5.03 CONTRACTOR shall keep DISTRICT informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by DISTRICT, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend, and hold harmless DISTRICT for any claims, costs, losses, fees, penalties, interest, or damages suffered by DISTRICT resulting from CONTRACTOR's failure to comply with this provision.

5.05 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event DISTRICT is required to obtain an approval or permit

from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.06 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.07 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPERS retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the DISTRICT and shall be subject to the DISTRICT's advance written approval.

5.08 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.09 CONTRACTOR shall keep itself informed concerning and shall render all Services hereunder in accordance with all ordinances, resolutions, statutes, rule, and regulations of the DISTRICT and any federal, state or local governmental entity having jurisdiction in effect at the time service is rendered.

5.10 In the performance of this Agreement the CONTRACTOR shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply. DISTRICT shall have the right to suspend all or any portion of the Services upon written or verbal notice if DISTRICT reasonably determines that unsafe conditions or non-compliance with applicable laws or regulations exists. CONTRACTOR shall promptly correct any such conditions at its sole cost and expense. Any delay or cost resulting from such suspension attributable to CONTRACTOR'S failure to comply with this Section shall be borne solely by CONTRACTOR.

5.11 By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (i) has thoroughly investigated and considered the scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of Services hereunder. Should the CONTRACTOR discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder,

CONTRACTOR shall immediately inform the DISTRICT of such fact and shall not proceed except at CONTRACTOR's sole risk until written instructions are received from the Project Manager.

CONTRACTOR warrants all Services shall be performed in a good and workmanlike manner, in accordance with applicable industry standards, and shall be free from defective or faulty workmanship and materials. CONTRACTOR agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Services, whichever is later) after the date of final acceptance, CONTRACTOR shall within ten (10) days after being notified in writing by the DISTRICT of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at CONTRACTOR's sole cost and expense. CONTRACTOR shall act sooner as requested by the DISTRICT in response to an emergency. In addition, CONTRACTOR shall, at its sole cost and expense, repair and replace any portions of the Services (or work of other contractors) damaged by CONTRACTOR's defective Services or which becomes damaged in the course of repairing or replacing defective Services. For any Services so corrected, CONTRACTOR's obligation hereunder to correct defective Services shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Services. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of CONTRACTOR.

In the event that CONTRACTOR fails to fulfil its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the DISTRICT, the DISTRICT shall have the right to correct and replace any defective or non-conforming Services and any work damaged by such services or the replacement or correction thereof at CONTRACTOR's sole expense. CONTRACTOR shall be obligated to fully reimburse the DISTRICT for any expenses incurred hereunder upon demand. This provision may be waived if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

Payment to CONTRACTOR for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by CONTRACTOR.

5.12 Time is of the essence with respect to each Task Order issued under this Agreement.

5.13 CONTRACTOR shall be available on a 24-hour basis and shall respond to emergency service requests within two (2) hours unless otherwise approved by DISTRICT.

6. Insurance.

CONTRACTOR shall procure and maintain for the duration of this Agreement the following insurance coverage relating to the services provided under this Agreement by the

CONTRACTOR.

a. Commercial General Liability (CGL) - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to DISTRICT), or the general aggregate limit shall be twice the required occurrence limit.

b. Automobile Liability - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if CONTRACTOR has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.

c. Workers' Compensation Insurance - as required by the State of California, with statutory limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

d. Verification of Coverage – CONTRACTOR shall furnish the DISTRICT with certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause copies of which are attached hereto as **Exhibit "B"**. All certificates and endorsements are to be received and approved by the DISTRICT before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages. CONTRACTOR shall provide new certificates of insurance prior to the expiration of any existing certificate of insurance.

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

f. Required Provisions –

- Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the DISTRICT.

- CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein and provide proof of such insurance to DISTRICT, if requested. CONTRACTOR shall ensure that DISTRICT its directors, officers, employees, contractors, subcontractors and authorized volunteers are an additional insured on Commercial General Liability Coverage (at least as broad as ISO Form CG 20 10 10 01). CONTRACTOR shall

provide certificates of insurance to DISTRICT as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by DISTRICT's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with DISTRICT at all times during the term of this contract. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time

- **Waiver of Subrogation:** The insurer(s) shall agree to waive all rights of subrogation against the DISTRICT, its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of the policy which arise from work performed by the named insured for the DISTRICT; but this provision applies regardless of whether or not the DISTRICT has received a waiver of subrogation from the insurer. Sole proprietors with no employees, LLCs, or partnerships who do not carry workers' compensation acknowledge that they are not subject to the Workers' Compensation Act of the State of California and agree to complete a signed workers compensation exemption form.

- The liability coverage shall give DISTRICT, its directors, officers, employees (collectively the DISTRICT), and authorized volunteers insured status (via ISO endorsement at least as broad as CG 20 10 10 01 or CG 20 10 07 04 specifically naming the DISTRICT, its directors, officers, employees, or authorized volunteers; or using the language that states "as required by written contract."

- **Primary Coverage:** For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 with respects to DISTRICT, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by DISTRICT, DISTRICT's directors, officers, employees and authorized volunteers shall be excess of the CONTRATOR's insurance and shall not contribute with it.

- All coverage is to be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent.

- The coverage shall contain no special limitations on the scope of protection afforded to DISTRICT, its directors, officers, employees, or authorized volunteers. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

- If any of the required coverages expire or are cancelled during the term of this agreement, the CONTRACTOR shall deliver the renewal certificate(s) to DISTRICT at least ten (10) days prior to the expiration or cancellation date and shall obtain replacement insurance with the same coverage prior to such expiration.

- Self-Insurance is not acceptable or permitted for any insurance coverage required under this Agreement.

- Self-Insured Retentions - Self-insured retentions must be declared to and approved by the DISTRICT in writing. The DISTRICT may require the CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or DISTRICT.

7. Indemnification.

7.01 CONTRACTOR and DISTRICT agree that DISTRICT, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to DISTRICT. CONTRACTOR acknowledges that DISTRICT would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect DISTRICT as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless DISTRICT, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by DISTRICT, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of DISTRICT. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by DISTRICT.

b. Without affecting the rights of DISTRICT under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless DISTRICT as set forth above for liability attributable solely to the fault of DISTRICT, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

8. Additional Services, Changes and Deletions.

8.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the Project Manager of the DISTRICT, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the

scope of this Agreement or authorized by the DISTRICT in writing.

8.02 CONTRACTOR shall promptly advise the Project Manager and as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the DISTRICT and/or Board of Directors.

9. Termination of Agreement.

9.01 Notwithstanding any other provision of this Agreement, DISTRICT, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving thirty (30) days' written notice to CONTRACTOR.

9.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to DISTRICT all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to DISTRICT.

10. Status of CONTRACTOR.

10.01 CONTRACTOR shall perform the Services as an independent contractor, subject to the direction and requirements of this Agreement and applicable Task Orders. CONTRACTOR shall regularly confer with DISTRICT's Project Manager as provided for in this Agreement.

10.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to DISTRICT's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. Furthermore, CONTRACTOR expressly waives any claim CONTRACTOR may have to any such rights. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

10.03 CONTRACTOR hereby specifically represents and warrants to DISTRICT that it possesses the qualifications, experience, personnel, and resources necessary to perform the Services under this Agreement in a competent and workmanlike manner, without the advice or direction of DISTRICT and that the Services to be rendered pursuant to this Agreement shall be performed faithfully, competently and to the best of CONTRACTOR'S ability, experience and talent. CONTRACTOR covenants that it shall follow the standards set forth in this Agreement, including Section 5.01, and that all materials and workmanship shall be of good quality and fit for their intended purpose. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to

this Agreement.

10.04 Prevailing Wages.

A. To the extent applicable, each Task Order is subject to the State of California "Prevailing Wage Rates". Each applicable Task Order is subject to the requirements of California Labor Code Section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. In accordance with provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes applicable to the particular craft, classification, or type of workers employed on the work. The wage determinations shall be included in the Proposal. All pertinent wage determinations shall be posted on the jobsite. If federal funding is included in the project, the higher of the State and Federal wage rates shall be used.

B. Pursuant to Labor Code sections 1725.5 and 1771.1, no contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations (DIR) as a Public Works Contractor for contracts awarded on/after April 1, 2015. General Contractors shall ensure all subcontractors executing work under the contract are properly registered with DIR and maintain active registration throughout the duration of the Project. All public works contractors and subcontractors to furnish Certified Payrolls and related records to the Agency's representative and shall also furnish electronic certified payroll records directly to the Labor Commissioner using the DLSE's online portal.

C. As a condition of payment, CONTRACTOR shall timely submit all required certified payroll records and related documentation. DISTRICT may withhold any portion of a payment, including the full amount, if CONTRACTOR fails to comply with prevailing wage or DIR requirements.

D. CONTRACTOR shall comply with all applicable apprenticeship requirements set forth in California Labor Code sections 1777.5 and 1777.6, including the employment of properly registered apprentices and payment of required apprenticeship contributions. CONTRACTOR shall ensure that all subcontractors also comply with such requirements. CONTRACTOR shall maintain and submit all required apprenticeship documentation upon request. DISTRICT may withhold payments or take other appropriate action for failure to comply with this Section.

10.05 CONTRACTOR shall comply with the provisions of the Labor Code of the State of California. CONTRACTOR shall defend, indemnify and hold the DISTRICT, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with applicable prevailing wage laws.

10.06 CONTRACTOR shall have no authority to bind DISTRICT in any manner,

or to incur any obligation, debt or liability of any kind on behalf of or against DISTRICT, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by DISTRICT. CONTRACTOR shall not at any time or in any manner represent that CONTRACTOR or any of CONTRACTOR's officers, employees, or agents are in any manner officials, officers, employees or agents of DISTRICT.

11. Ownership of Documents; Audit.

11.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the DISTRICT shall become the sole property of DISTRICT, and CONTRACTOR shall promptly deliver all such materials to DISTRICT upon request. At DISTRICT's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to DISTRICT upon request, at no cost to DISTRICT.

11.02 Subject to applicable federal and state laws, rules and regulations, DISTRICT shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not use such data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of DISTRICT.

11.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all-time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid, and expenses reimbursed. At any time during normal business hours and as often as DISTRICT may deem necessary, CONTRACTOR shall make available to DISTRICT's agents for examination all of such records and shall permit DISTRICT's agents to audit, examine and reproduce such records.

12. Bond Requirements.

12.01 Purpose. This Section sets forth bonding and related security requirements applicable to the on-call and emergency well, booster, and monitoring well maintenance and repair services to be performed by CONTRACTOR on an as-needed, time-and-materials basis under this Agreement. For purposes of this section, "Surety" means an admitted surety insurer authorized to transact surety business in the State of California. Each bond shall be issued by a Surety admitted in California and acceptable to DISTRICT and shall be on DISTRICT'S then-current bond forms and shall not be subject to any condition, limitation, or modification not expressly approved in writing by DISTRICT. CONTRACTOR shall pay all premiums and costs for required bonds. Bonds are in addition to, and not in limitation of, any other security, insurance, indemnity, or remedy available

to DISTRICT under this Agreement or applicable law.

12.02 Condition Precedent to Work; Delivery of Bonds. As a condition precedent to CONTRACTOR'S commencement of any Services, CONTRACTOR shall deliver to DISTRICT, in form and substance acceptable to DISTRICT, the bonds described in this Section, duly executed by CONTRACTOR as principal and by a Surety. DISTRICT may withhold issuance of any Task Order until all required bonds are received and approved. In the event of emergency Services requiring immediate response to protect public health, safety, or continuity of water operations, DISTRICT may authorize CONTRACTOR to proceed prior to delivery of bonds; provided, however, that CONTRACTOR shall deliver all required bonds within five (5) business days of such authorization, or as otherwise directed by DISTRICT. Failure to timely provide such bonds shall constitute a material breach.

12.03 Performance Bond. CONTRACTOR shall furnish a performance bond guaranteeing faithful performance of all obligations under this Agreement, including completion of all Services authorized by Task Orders issued during the term, in a penal sum equal to one hundred percent (100%) of the total not-to-exceed amount established under this Agreement (the "Performance Bond"). The Performance Bond shall also apply to and secure the performance of all authorized change orders, amendments, and modifications to any Task Order, including increases in scope, time, or compensation. In the event of emergency Services performed prior to issuance of a Task Order or formal amendment, the Performance Bond shall be deemed to apply to such Services once the associated Task Order or written authorization is issued, including any retroactive approvals. The Performance Bond shall remain in full force and effect through final completion and acceptance of all Services authorized under the applicable Task Order and satisfaction of all CONTRACTOR obligations that survive completion (including warranty and indemnity obligations to the extent applicable).

12.04 Payment Bond. CONTRACTOR shall furnish a payment bond guaranteeing payment in full for all labor, services, equipment, and materials furnished for the Services, in a penal sum equal to one hundred percent (100%) of the total not-to-exceed amount (the "Payment Bond"). The Payment Bond shall extend to all labor, materials, and services furnished pursuant to authorized change orders, amendments, and modifications to any Task Order. The Payment Bond shall further apply to emergency Services authorized by DISTRICT, including work performed prior to formal Task Order issuance, provided such work is subsequently documented and approved in writing. The Payment Bond shall be conditioned as required by applicable California law for public works and shall inure to the benefit of claimants as defined by law.

12.05 Maintenance Bond. CONTRACTOR shall furnish a maintenance bond guaranteeing the correction of defective work and warranty obligations arising under this Agreement in a penal sum equal to one hundred percent (100%) of the total not-to-exceed contract amount established under this Agreement (the "Maintenance Bond"). The Maintenance Bond shall remain in effect for the duration of the warranty period set forth in the Maintenance Bond, or such longer period as may be required by applicable law or

manufacturer warranty requirements.

12.06 Maintenance of Bonds. CONTRACTOR shall maintain all required bonds continuously in effect. If any bond is canceled, expires, is materially modified, or becomes insufficient due to an increase in the Task Order's not-to-exceed amount, CONTRACTOR shall immediately notify DISTRICT and, within five (5) business days (or sooner if required to avoid any lapse), deliver replacement or supplemental bonds meeting this Section. Failure to provide or maintain required bonds constitutes a material breach. In addition to any other remedies, DISTRICT may (a) suspend Services, (b) withhold payments otherwise due, and/or (c) terminate this Agreement for default, without waiving any rights against CONTRACTOR or the Surety.

12.07 Notice of Completion. If DISTRICT elects to record a Notice of Completion for any Task Order, final payment, including any retained funds applicable to such Task Order, shall be made in accordance with Section 4.05 of this Agreement, and if a Notice of Completion is recorded, not earlier than thirty-five (35) days after such recordation, as required by applicable law. DISTRICT shall have discretion to determine whether a Notice of Completion is appropriate for a given Task Order, consistent with applicable law and DISTRICT's administrative practices. CONTRACTOR shall cooperate with DISTRICT and promptly provide such information and documentation as may be reasonably required for the preparation and recordation of any Notice of Completion.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for DISTRICT and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of DISTRICT. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with DISTRICT if required by California law and/or the DISTRICT's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County

of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The parties agree that the venue in any litigation between them shall be in Riverside County, California.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the DISTRICT relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the DISTRICT may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the DISTRICT in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by DISTRICT. The DISTRICT, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the DISTRICT with respect to the proposal and award process of this Agreement or any DISTRICT contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any DISTRICT contract has been awarded. CONTRACTOR shall immediately report any attempt by any DISTRICT officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

13.09 Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

13.10 Covenant Against Discrimination. CONTRACTOR covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. CONTRACTOR shall take affirmative action to ensure that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

13.11 Force Majeure. Neither party will be deemed in breach hereunder for any interruption or delay in the performance of its obligations hereunder if the interruption or delay is due to unforeseen events which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, pandemics, or natural disasters, insofar as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or avoid it at a reasonable cost.

13.12 Confidentiality. All information gained or work product produced by CONTRACTOR in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to CONTRACTOR. CONTRACTOR shall not release or disclose any such information or work product to persons or entities other than DISTRICT without prior written authorization from the District General Manager.

CONTRACTOR, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the DISTRICT's Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided CONTRACTOR gives DISTRICT notice of such court order or subpoena.

If CONTRACTOR, or any officer, employee, agent or subcontractor of CONTRACTOR, provides any information or work product in violation of this Agreement, then DISTRICT shall have the right to reimbursement and indemnity from CONTRACTOR for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of CONTRACTOR's conduct.

CONTRACTOR shall promptly notify DISTRICT should CONTRACTOR, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. DISTRICT retains the right, but has no obligation, to represent CONTRACTOR or be present at any deposition, hearing or similar proceeding. CONTRACTOR agrees to cooperate fully with DISTRICT and to provide DISTRICT with the opportunity to review any response to discovery requests provided by CONTRACTOR. However, this right to review any such response does not imply or mean the right by DISTRICT to control, direct, or rewrite said response.

13.13 Waiver. Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by DISTRICT of any work or Services by CONTRACTOR shall not constitute a waiver of any of the provisions of this Agreement.

No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

13.14 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

13.15 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purpose of this Agreement.

13.16 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

13.17 Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified neither party shall be responsible for the service of the other.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above written.

DISTRICT:

MISSION SPRINGS WATER DISTRICT

By: _____

Print
Name _____

Title: _____

Date: _____

CONTRACTOR:

SOUTH WEST PUMP & DRILLING, INC.

By: _____

Print
Name _____

Title: _____

Date: _____

EXHIBIT “A”

SCOPE OF WORK, PROPOSAL, AND FEE SCHEDULE

(insert behind this page)

Questionnaire/Contractor's Qualifications Statement
(4 pages)

CONTRACTOR NAME: South West Pump & Drilling, Inc.

1. ORGANIZATION

1.1 How many years has your organization been in business as a Contractor? Thirty-One (31)

1.2 How many years has your organization been in business under its present name? Thirty-One (31)

1.2.1 Under what other names has your organization operated? Not Applicable

Not Applicable

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation: 04/20/1995

1.3.2 State of incorporation: California

1.3.3 Corporate ID number: C1762288

1.3.4 President's name: Curtis McCalla

1.3.5 Agent for Service of Process: Curtis McCalla

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization: Not Applicable

1.4.2 Type of partnership (if applicable): Not Applicable

1.4.3 Name(s) of general partner(s): Not Applicable

Not Applicable

Not Applicable

1.5 If your organization is individually owned, answer the following:

1.5.1 Date of organization: Not Applicable

1.5.2 Name of owner: Not Applicable

1.6 If the form of your organization is other than those listed above, describe it and name the principals:

Not Applicable

Not Applicable

Not Applicable

2. LICENSING

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable.

California - Contractors License Number 723919

2.2 List any other certifications held by your organization, and the name under which they are held.

Not Applicable

Not Applicable

Not Applicable

3. EXPERIENCE

3.1 List the categories of work that your organization normally performs with its own forces.

Water Well Destructions

Water Well Drilling, Construction, Development & Equipping, Rehabilitation

Pumping Equipment Sales, Service & Repair, Rehabilitation

Well Consulting Services

3.2 Has your organization, under its current name or any previous names, ever failed to complete any work/contract awarded to it? (If Yes, please explain)

No

Not Applicable

4. CLAIMS AND LAWSUITS

4.1 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or any its officers? (If Yes, please describe)

No

Not Applicable

Not Applicable

4.2 Has your organization filed any lawsuits or requested arbitration with regard to any of its contracts within the last five (5) years? (If Yes, please explain)

No

Not Applicable

Not Applicable

4.3 During the past five years, have any claims been made against any performance or payment bond maintained in connection with a freight transportation services contract? (If Yes, please describe)

No

Not Applicable

Not Applicable



Friday, May 29, 2026

Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240

RE: On-Call Well Maintenance and Repair Services – Conflict of Interest Statement

South West Pump & Drilling, Inc. has no known past, current, or potential conflicts of interest related to this project. Neither the firm, its proposed staff, nor any proposed subcontractors have any financial, business, or personal relationships that would create an actual or perceived conflict of interest in performing the requested services for the District.

Should any potential conflict of interest arise during the course of the project, South West Pump & Drilling, Inc. will promptly disclose the matter to the District and take all appropriate steps necessary to resolve and manage the situation in accordance with applicable laws, regulations, and District requirements.

Respectfully,

Brian Jeffers
Vice President

Fax 760.398.2287

Tel 800.770.7360

Tel 760.398.3977

53-381 HIGHWAY 111 COACHELLA CA 92236

CORPORATE HEADQUARTERS

Public Works Contractor Registration Certification

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or entered into a contract to perform public work must be registered with the Department of Industrial Relations (DIR). See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the DIR to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the DIR.

Name of Contractor: **South West Pump & Drilling, Inc.**

DIR Registration Number: **1000001856**

Contractor further acknowledges:

1. Contractor shall maintain a current DIR registration for the duration of the project.
2. Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor: **South West Pump & Drilling, Inc.**

Signature: 

Name and Title: **Curtis McCalla, President**

Date: **05/27/2026**

CURRENT REFERENCES

Bidder Name: South West Pump & Drilling, Inc.

Company Name: Coachella Valley Water District	Contact Person: Homer Alfaro
Address: 75515 Hovley Lane East	Telephone Number: (760) 398-2651
City, State, Zip: Palm Desert, CA 92211	E-mail Address: HAlfaro@cvwd.org
Services Provided / Date(s) of Service: On-Call Maintenance Agreement 2020 through 2026	

Company Name: Mission Springs Water District	Contact Person: Danny Friend
Address: 66575 Second Street	Telephone Number: (760) 329-6448
City, State, Zip: Desert Hot Springs, CA 92240	E-mail Address: DFriend@mswd.org
Services Provided / Date(s) of Service: On-Call Maintenance Agreement 2022 through 2026	

Company Name: Lake Arrowhead Community Services District	Contact Person: Scott Schroder
Address: 27307 State Highway 189	Telephone Number: (909) 336-7136
City, State, Zip: Blue Jay, CA 92317	E-mail Address: sschroder@lakearrowheadcsd.com
Services Provided / Date(s) of Service: Well No. 6 Rehabilitation / 03/31/2025 through 05/31/2025	

Company Name: Lake Hemet Municipal Water District	Contact Person: Mike Gow
Address: 26385 Fairview Avenue	Telephone Number: (951) 658-3241
City, State, Zip: Hemet, CA 92544	E-mail Address: mgow@lhmwd.org
Services Provided / Date(s) of Service: Well 4 Project - Well Rehabilitation / 11/20/2024 through 04/30/2025	

Company Name: Palmdale Water District	Contact Person: Scott Hulsebus
Address: 2029 East Avenue Q	Telephone Number: (661) 441-5946
City, State, Zip: Palmdale, CA 93550	E-mail Address: ehulsebus@palmdalewater.org
Services Provided / Date(s) of Service: Well 15 - Remove & Inspect Pumping Equipment (Emergency) - Rehab Well / 01/21/2025 through 07/31/2025	

SCHEDULE OF VALUES (COST PROPOSAL)

Please attach company rate sheets for items not listed below.

1. The Contractor agrees that for requested and/or required changes in the scope of work, including additions and deletions on work not performed, the Contract Sum shall be adjusted in accordance with the following unit prices, where MSWD elects to use this method in determining costs.
2. The unit price quoted by the Contractor shall be those unit prices that will be charged or credited for labor be provided regardless of the total number units and/or amount of labor required for added or deleted items of work.
3. All work shall be performed in accordance with the specifications described in the RFP.

Table 1: Billing Schedule and Hourly Rates

Pulling & Installation		
Description	Rate	After-Hours/Emergency Hourly Rate*
Mobilization and demobilization	\$ 4,530.00 Lump Sum	\$ 6,800.00 Lump Sum
Two (2) men, rig and service truck	\$ 520.00 /hour	\$ 710.00 /hour
Two (2) man crew and smeal pump rig	\$ 520.00 /hour	\$ 710.00 /hour
Two (2) man crew and development rig	\$ 520.00 /hour	\$ 710.00 /hour
Three (3) man crew and "A" frame pump rig	\$ 710.00 /hour	\$ 840.00 /hour
Each additional employee	\$ 190.00 /hour	\$ 285.00 /hour
Crane		
Description	Rate	After-Hours/Emergency Hourly Rate*
50 ton with one (1) man	\$ 425.00 /hour	\$ 530.00 /hour
One (1) man crew, Service support rig for 50 ton crane	\$ 275.00 /hour	\$ 355.00 /hour
Rotary Crane		
Description	Rate	After-Hours/Emergency Hourly Rate*
One (1) man and hydraulic crane - 5 ton	\$ 365.00 /hour	\$ 460.00 /hour
One (1) man and hydraulic crane – 8 ton	\$ 365.00 /hour	\$ 460.00 /hour
One (1) man and hydraulic crane – 10 ton	\$ 365.00 /hour	\$ 460.00 /hour

One (1) man and hydraulic crane – 17 ton	\$ 365.00 /hour	\$ 460.00 /hour
Rotary crane – 17 ton and 2-man crew	\$ 555.00 /hour	\$ 745.00 /hour
Field Service		
Description	Rate	After-Hours/Emergency Hourly Rate*
One (1) man and delivery truck	\$ 245.00 /hour	\$ 345.00 /hour
One (1) man and service truck	\$ 275.00 /hour	\$ 355.00 /hour
Two (2) men and service truck	\$ 475.00 /hour	\$ 555.00 /hour
Two (2) men and welding truck	\$ 475.00 /hour	\$ 555.00 /hour
Two (2) man crew and combination rig	\$ 495.00 /hour	\$ 685.00 /hour
Flatbed Truck driver	\$ 285.00 /hour	\$ 325.00 /hour
Service truck and one (1) pump mechanic	\$ 270.00 /hour	\$ 355.00 /hour
Service truck and one (1) electrician	\$ 295.00 /hour	\$ 375.00 /hour
Service truck and one (1) general services	\$ 245.00 /hour	\$ 345.00 /hour
Service truck and one (1) pump mechanic and one (1) assistant	\$ 440.00 /hour	\$ 530.00 /hour
Shop Labor		
Description	Rate	After-Hours/Emergency Hourly Rate*
Shop labor-pump mechanic	\$ 140.00 /hour	\$ 175.00 /hour
Shop labor-machinist	\$ 200.00 /hour	\$ 240.00 /hour
Shop labor-welder	\$ 175.00 /hour	\$ 220.00 /hour
Metal spray labor "Sand blast and epoxy"	\$ 200.00 /hour	\$ 240.00 /hour
Miscellaneous		
Description	Rate	After-Hours/Emergency Hourly Rate*
Dynamic video with Engineering or Hydrogeology support	\$ Lump Sum 6,135.00	\$ Lump Sum 6,725.00
Dynamic video with mini camera	\$ Lump Sum 2,950.00	\$ Lump Sum 2,950.00



Video log-color with downhole and side scan	\$ Lump Sum 2,360.00	\$ Lump Sum 2,360.00
Engineering and Hydrogeology support	\$ /hour 395.00	\$ /hour 475.00
NPDES Compliance(Baker tanks, neutralizer equipment, lab fees, fabrication)	\$ Week 35,400.00	\$ Week 49,560.00
50 Ton hydraulic jacks or greater	\$ Each 15,340.00	\$ Each 18,880.00
Air compressor (air lifting)	\$ Day 295.00	\$ Day 295.00
Wire/Nylon brushes and bails	\$ Each 1,770.00	\$ Each 1,770.00
Hourly Minimum (if applicable) Not Applicable		
1. After Hours Rate and Emergency Hourly Rate shall be anytime outside of normal business hours of Monday through Friday, 7:00 AM to 3:30 PM 2. Maximum 5% overhead cap for all materials purchased. Project Administrator reserves the right to request that all original receipts of materials be turned in with invoices before the Contractor is paid.		



SCHEDULE OF VALUES (COST PROPOSAL)

In addition to the rate sheet above, please complete the scenarios below for comparison of bids.

Table 2: Sample Proposal for Service Scenarios

ITEM	ITEM DESCRIPTION	QUANT.	UOM	UNIT PRICE	TOTAL
2 Man crew w/ development rig equipped with spudder	Brush and bail 1000' of 16" well casing w/ louvered perforations @ 500' through 950'	24	Hours	\$ 520.00	\$ 12,480.00
2 Man crew of a shop machinist and a pump mechanic	Rebuild 4 stage pump bowl assembly (Flowserve water lubed 14 EMM 1 15/16" Shaft with 10" stick up)	24	Hours	\$ 340.00	\$ 8,160.00
3 Man crew w/ service truck and Smeal rig	Install 300' deep verticle turbine water lube domestic water pump. (12" column pipe w/ 1 15/16" SS Shaft.)	16	Hours	\$ 710.00	\$ 11,360.00

Scope of Work

The Contractor shall provide all labor, equipment, materials, and supervision to perform maintenance and repair services associated with MSWD's production and monitoring wells, and booster stations.

The purpose of these specifications is to identify a qualified and experienced contractor to provide well, pump, and motor maintenance and repair services. Required services include the inspection, removal, replacement, repair, and installation of appurtenances necessary to support the maintenance and repair of MSWD's production and monitoring wells, and booster stations.

MSWD's intends to award a contract to multiple Contractors for these services on an "as needed" time and materials basis. The Contractor may also be requested to perform routine, preventative, and annual maintenance on production and monitoring wells, and booster stations at various locations listed in Exhibit "H".

MSWD has made a good-faith effort to identify the anticipated limits and services required under this Contract; however, these descriptions are not intended to unduly restrict the Contractor in developing a scope of work it deems necessary to achieve MSWD's goals and objectives.

The Contractor shall furnish all labor, materials, equipment, tools, and supervision necessary to perform maintenance and repair services as requested by MSWD. All work shall be performed in a thorough, safe, and professional manner, consistent with industry standards and applicable regulations.

MSWD's wells generally consist of casings ranging from approximately 12 to 20 inches in diameter, with depths between 260 and 1,100 feet. Typical static water levels range from 150 to 800 feet, with pump settings between 150 and 850 feet. Pumping capacities range from approximately 125 gallons per minute (GPM) to 2,500 GPM. Installed pumps include vertical turbine and submersible pumps ranging from 20 horsepower (HP) to 600 HP and are a combination of food grade oil-lubricated and water-lubricated systems.

The Contractor must possess the capability to extract, inspect, repair, and reinstall these pumps as needed, using components that are the same as or equal in quality and performance to the original equipment. Prior to the installation or use of any equipment or materials, the Contractor shall submit all applicable specifications, data sheets, and submittals for MSWD's review and approval. No materials shall be ordered, installed, or used until written approval is received from MSWD.

When MSWD identifies a pump-related issue, MSWD will notify the Contractor. If on-site repairs are not feasible, the Contractor and MSWD will jointly determine whether the pump should be removed and sent off-site for inspection. Following inspection, the Contractor shall submit a written proposal to MSWD detailing the recommended repairs, including all parts, labor, and any third-party services required. All replacement parts, materials, and subcontracted or third-party services must be clearly identified for MSWD's review and approval. No repair work shall commence until MSWD issues a written task order. Repairs performed without an issued task order will not be authorized for payment.

The Contractor shall have the capability to perform diagnostic and performance testing, including but not limited to vibration analysis, efficiency testing, Dynamic Video Monitoring (DVM), and spinner logging. The Contractor shall analyze the resulting data and provide MSWD with written recommendations regarding well condition, maintenance needs, and potential repairs. Findings and recommendations shall be documented in a formal written report. Recommendations made by the Contractor do not obligate MSWD to proceed with the recommended work, nor do they guarantee that the Contractor will be selected to perform any resulting services.

If MSWD elects to engage the Contractor for scheduled preventive maintenance of water wells, pumps, and motors, the Contractor shall submit a proposed maintenance schedule for MSWD's review and approval. The schedule shall identify the maintenance activities to be performed, the timing for each well, pump, and motor, and the estimated duration of the work. The specific scope of preventive maintenance services will be discussed with MSWD and communicated to the Contractor in writing prior to commencement. The Contractor shall provide a cost estimate for the agreed-upon services and obtain written approval from MSWD before performing any preventive maintenance work.

Special Equipment, Well Brushes, Bails

Wire brushing shall be carried out in such a manner as to clean the existing casing perforations and to remove scale and tubercles attached to the inside wall of the casing. The Contractor shall furnish the appropriate wire brush. If the screen is wire wrapped, then Contractor shall use an approved stiff nylon brush.

The brush barrel shall be not less than 6 inches smaller in diameter than the well casing. The brushing elements inserted into the barrel shall consist of 7/8-inch diameter minimum stiff steel cable adequately spaced to clean the entire well. A minimum of 1500 pounds shall be required to drive the brush down the well.

After sufficient wire brushing, the well will be allowed to sit for a 24-to-48-hour time period and debris in the water column will be allowed to settle to the bottom of the well during this period. Sediment fill shall be removed from the bottom of the well to the maximum extent possible using a bailer or scow or equivalent retrieval device. The total depth of the well shall be measured shortly following bailing. This operation will be performed only if the casing appears to be in relatively good condition. Should it appear that there is any damaged casing or any sections of casing appear to be in a state of detachment from the well, the bailing should not be performed.

The Contractor shall provide bailers to accommodate well casing size. All bails shall be of proper width and length with a one-way valve at the bottom. This is to create a suction and surging action when moved vertically within the well which will further help with the maintenance and rehabilitation of well.

If bailing is performed, then all bailed material (water and sediment) shall be placed in steel drums or appropriate containers. The sediment, after separation from the water, shall be placed in the containers, properly labeled, and eventually removed from the well site for disposal by the Contractor. The Contractor will be responsible for manifesting the bailed material for disposal at an appropriate and approved landfill. If needed, MSWD shall be onsite to collect a sample of the bailed material for possible laboratory analysis.

Deep Well Video Survey

Contractor shall be able to conduct a color video camera survey to the full depth of well after removal of the pump and after brushing and bailing MSWD wells and recording pre- and post-brushing conditions. The survey shall be conducted in the presence of a MSWD Representative.

The Contractor video camera shall have vertical down-hole and horizontal side scan viewing capability. Horizontal side-scan viewing shall be controllable to allow viewing at any angle within a 360-degree rotation.

The Contractor shall inject potable water into the well for a sufficient period of time to perform the video survey and provide greater clarity during the video survey. It will be the Contractor's responsibility to provide a clear picture acceptable to MSWD and its representative.

The Contractor shall provide MSWD with an electronic copy of the original survey immediately after the completion. In addition, Contractor shall provide a full written report including color photos of any areas of concern.

Technical Requirements:**Pump Pulling and Inspection**

Contractor shall disconnect all electrical wiring and appurtenances necessary for the pulling of a deep well pump. Contractor shall sound the total well depth from surface prior to removing any downhole equipment. Contractor shall remove the motor, discharge head, oil tubing or submersible cable, shafting, column, bowl assembly, strainer, and airline. All component parts shall be closely inspected for excessive wear, cracks, holes, corrosion, or any type of damage, which would necessitate any repairs or replacement parts.

For booster pumps, the Contractor shall disconnect all electrical wiring and appurtenances necessary for removal of the booster. The unit shall be removed and all component parts shall be inspected for excessive wear, cracks, corrosion, or any type of damage, which would necessitate any repairs, or replacement parts.

The Contractor shall load, transport and unload pumping unit and all the miscellaneous pulled equipment from jobsite to Contractor's yard and back again to the job site upon repair.

Pump Re-installation

After completion of any necessary well repairs or rehabilitation work, the Contractor shall reinstall the bowl assembly, column, shafting, oil tubing or submersible cable, airline, discharge head, and motor, making all joints and connections in a workmanlike manner. Contractor shall furnish all incidental materials to bring the project to satisfactory completion. Prior to installation, Contractor shall adequately chlorinate the pump assembly. Once installed and set up a follow up well sounding will be completed.

Contractor shall test the rotation and operation of the completed installation to the satisfaction of the District. MSWD will chlorinate the well when Contractor is ready. The Contractor shall coordinate with the District to ensure that all discharges meet the District's NPDES permit and shall bear the cost for all discharges not in compliance with and/or exceeding the discharge limitations of the District's NPDES permit.

For booster pump work, Contractor shall move back onto the booster station site and shall reinstall the pump and motor, electrical connections, making all joints and connections in a workmanlike manner. Contractor shall restart the motor to make sure it is operating properly.

Well Video Survey

After removal of the pump and upon District's direction, Contractor shall perform well video inspection using color video equipment with side scan. The Contractor shall furnish all labor, materials and equipment required to provide a color video survey of the well after preparation of the water to produce clear viewing conditions. If necessary, the Contractor will introduce a polymer type flocculant into the well, followed by water. Contractor will allow water to flow into the well for a 24 to 48-hour time period in advance of the video survey to produce clear viewing conditions.

Should a clear video picture of the internal casing conditions not be achieved, additional clear water preparations should be instituted and additional video surveys conducted until a clear video picture record is obtained. This work shall be accomplished at the Contractor's expense.

As the camera probe surveys the full casing interval in the well, a digital depth record shall be recorded on the video survey log for reference. The video camera shall be capable of providing both vertical and horizontal (side) viewing of the entire casing as it descends into the well.

When a successful video survey log has been acquired, one copy in CD/DVD format shall be provided to the District. Contractor shall submit a written report to accompany the video survey log, documenting survey date, static water level, perforation depth intervals and conditions, and total well depth.

Well Rehabilitation Report

Contractor shall submit a written report to the District stating the total well depth, current water level, general condition of component parts, recommendations for repairs and for replacements, and the advisability of well rehabilitation. This report shall contain an itemized labor and material cost estimate of any necessary repairs to, or replacement of, any of the component parts, and a proposed schedule for the completion of the work.

Booster Pump Repair/Rehabilitation Proposal

Contractor shall submit a written proposal to the District stating the general condition of component parts, recommendations for repairs and for replacements, and the advisability of pump rehabilitation. This proposal shall contain an itemized labor and material cost estimate of any necessary repairs to, or replacement of, any of the component parts, and a proposed schedule for the completion of the work.

Repairs

The Contractor shall accomplish any repairs or replacements authorized by the District in accordance with one of the following:

1. Utilization of Contractor's own labor and equipment in accordance with Bidder's Proposal.
2. The securing of materials and/or outside services. Materials and outside services shall be paid for at actual invoice plus percentage mark-up in Bidder's Proposal.

3. Any suitable combination of the above.

The District reserves the right to have any necessary repairs and/or replacement parts furnished by others. At the discretion of the District, the Contractor's crew may be required to leave the job site until the necessary repairs are accomplished and/or replacement parts are procured.

Wire Brushing and Bailing

Wire brushing shall be carried out in such a manner as to clean the existing casing perforations and to remove scale and tubercles attached to the inside wall of the casing. The Contractor shall furnish the appropriate wire brush. If the screen is wire wrapped, then Contractor shall use an approved stiff nylon brush.

The brush barrel shall be not less than 6 inches smaller in diameter than the well casing. The brushing elements inserted into the barrel shall consist of 7/8-inch diameter minimum stiff steel cable adequately spaced to clean the entire well. A minimum of 1500 pounds shall be required to drive the brush down the well.

After sufficient wire brushing, the well will be allowed to sit for a 24-to-48-hour time period and debris in the water column will be allowed to settle to the bottom of the well during this period. Sediment fill shall be removed from the bottom of the well to the maximum extent possible using a bailer or scow or equivalent retrieval device. The total depth of the well shall be measured shortly following bailing. This operation will be performed only if the casing appears to be in relatively good condition. Should it appear that there is any damaged casing or any sections of casing appear to be in a state of detachment from the well, the bailing should not be performed.

If bailing is performed, then all bailed material (water and sediment) shall be placed in steel drums or appropriate containers. The sediment, after separation from the water, shall be placed in the containers, properly labeled, and eventually removed from the well site for disposal by the Contractor. The Contractor will be responsible for manifesting the bailed material for disposal at an appropriate and approved landfill. The District shall be onsite to collect a sample of the bailed material for possible laboratory analysis.

Temporary Test Pump Mobilization/Demobilization

If requested by the District, the Contractor shall furnish, install, and remove a deep-well turbine pump, prime mover, column assembly, and all appurtenances necessary for developing and/or test pumping the well. The pump and prime mover shall have a capacity to pump 3,000 gallons per minute from a 400-foot pump setting. The prime mover shall be a variable speed type. Contractor shall furnish all fuel or power required to operate the pumping unit.

A temporary 2 to 3-inch I.D. access tube should be installed during pump installation and will provide access for water level sounders into the well casing during pumping, to measure water levels.

The prime mover shall be a variable-speed type with a gear ratio of 1 to 2, in order to overdrive the pump to attain the desired pump rate. The prime mover shall meet all noise regulation requirements during development and subsequent testing operations. Discharge piping shall be provided for the pumping unit and be of sufficient size and length to conduct water according to the Special Provisions in these Specifications. The Contractor shall provide orifices, meters, or other approved devices that will accurately measure the flow rates, in total amount of water

pumped (in gallons) and the instantaneous discharge (in gpm). The discharge line shall be provided with suitable equipment for sand testing, such as the Rossum Centrifugal Sand Sampler.

The engine should be equipped with suitable throttling devices to control the discharges. The test pump should not be equipped with a foot valve, which would prevent backspin and interfere with surging operations. The required pumping unit shall be capable of being operated without interruption for a period of 72 hours during subsequent aquifer testing operations

After removing the test pump from the well, the Contractor shall remove any oil from the water surface within the well (e.g., test pump lubricating oil). An acceptable method of removal is to lower, via a cable, an oil absorbent "sock" or similar material designed to absorb spilled oil. Proper disposal of such absorbent "socks", if used, must be provided for by the Contractor. Following removal of the test pump (after all development and testing has been performed) the Contractor shall, at the specific request of the District, conduct a video survey to document the final condition of the well-casing.

Well Pumping Redevelopment

Following mechanical redevelopment, the District may elect to have Contractor proceed with pumping redevelopment which shall consist of intermittent pumping and surging of the well, beginning at an initial rate of 500 gpm and continuing at successively higher rates. Surging shall allow water to flow back through the bowls with free backspin and through the screen openings. The procedure shall be repeated at increments up to a final rate as recommended by the District.

Temporary storage tanks will be used to contain the discharge. Prior to disposal a sample for analysis of NPDES constituents will be collected and submitted to a laboratory to check for compliance with the District's NPDES permit.

Development records shall be maintained on at least a half-hour basis showing production rate, pumping level, drawdown, sand production, and all other pertinent information concerning well development. Development at each rate shall continue until the following conditions have been met:

1. The specific capacity (gallons per minute per foot of drawdown) shall have reached a relatively constant value over a period of at least 4 continuous hours, or as recommended by the District.
2. Sand content (if present) is no greater than 3 ppm as measured 15 minutes after surging, or as recommended by the District while pumping at the specified rate.

Contractor shall make adequate provisions for the disposal of water pumped from the well during redevelopment and/or test pumping. Such provisions shall include, but not be limited to, furnishing and installing discharge piping from the pumping unit of sufficient size and length to conduct water to a point as designated by the District. Contractor shall also furnish acceptable orifices, meters or other approved devices, which will accurately measure the pumping rate. An airline, complete with properly calibrated gage shall be provided by the Contractor to measure the elevation of water in the well. Contractor may be required to collect pumped groundwater into sedimentation tanks prior to discharge to a storm drain in order to comply with the waste discharge requirements of the regulating agency.

Production Testing of Well

Production testing of a rehabilitated well to determine the optimum rate of pumping and shall include a step drawdown test and a constant-rate discharge test. There shall be a period of at least 24 hours of non-pumping conditions following pumping development work prior to the start of the step drawdown test. The Contractor shall provide qualified personnel on a 24-hour basis during the step-drawdown and constant-rate discharge test to assure proper operation of the pumping test equipment, and to assist in water level monitoring if requested by the District.

Discharge Water - Discharge water shall be conveyed from the pump to the point of discharge at the well site. It is imperative to ensure that no damage by flooding or erosion is caused to the chosen drainage structure or water disposal site, or to nearby lands and/or streets. The Contractor shall provide all piping and discharge lines. The point of discharge location will be provided by the District and the Contractor will be responsible for all devices and piping to convey the water to that discharge point. No fluids will be permitted to flow offsite (except for proper drainage facilities) or to properties not owned by the District. All discharges will meet the District's NPDES permit and the Contractor will be responsible for this discharge.

Records - The Contractor shall keep accurate records of the pumping test of the well and furnish copies of all records to the District upon completion of the test. The records shall also be available to the District for inspection at any time during the test. The records shall include physical data describing the construction features such as, but not limited to: well depth and diameter, complete screen description, length and setting, a description of the measuring point and its measured height above land surface and/or mean sea level, and the methods used in measuring water levels and pumping rates. The Contractor shall also keep records on the type of pumping equipment used at the well site including engines, drive components, bowls, lines, and shafts. The Contractor will keep records of operation of equipment during the test including engine rpm and horsepower, fuel use, and other essential information that will be useful in designing a pump system.

Aborted Tests - Whenever continuous pumping at a uniform rate has been specified, failure of pumping operations for a period greater than one percent of the elapsed pumping time shall require suspension of the test until the water level in the pumped well has recovered to its original level. Recovery shall be considered "complete" after the well has been allowed to rest for a period at least equal to the elapsed pumping time of the aborted test, except that if any three successive water level measurements spaced at least 20 minutes apart show no further rise in the water level in the pumped well, the test may be resumed immediately. The District shall be the sole judge as to whether this latter condition exists. The Contractor will not be paid for any re-testing done if the specified time or recovery requirements of the City for the aborted test are not first met. These tests are invalid and will not be construed as a test.

Step-Drawdown Test - Prior to starting the step-drawdown test in the well, the static water level shall be measured. The well shall be "step" tested at rates determined by the District. The step-drawdown test for the well is estimated to require approximately 12 pumping hours with each step being 3 to 4 hours in duration.

The Contractor shall operate the pump and change the discharge as directed by the District. Both a gate valve and an engine throttle shall control the discharge of the pump. The discharge shall be controlled and maintained at approximately the desired discharge for each step with an accuracy of plus or minus 5 percent. Pump discharge shall be measured with an instantaneous

flow meter dial and a totalizer meter and stopwatch, as approved by the District. Both an airline and electric sounder shall be furnished by the Contractor for water level measurements.

During the step-drawdown test, the Contractor shall record sand content measurements at 30-minute intervals.

Constant-Rate Discharge Test - After a 24-hour recovery period from the end of the step-drawdown test, a constant-rate discharge test shall be performed as directed by the District. This test shall be run for a period of 24 hours, or until the pumping level remains constant for at least 4 hours, or until the District terminates the test. A recovery period of 24 hours shall follow the termination of the constant-rate discharge test, at which time the District will collect residual drawdown (recovery) data.

During the constant-rate discharge test, the Contractor shall also conduct the final sand content testing. The sand content shall be determined by averaging the results of samples collected at the following times during the final pumping test:

1. 5 minutes after start of the test;
2. after 1/4 of the total planned test time has elapsed;
3. after 1/2 of the time has elapsed;
4. after 3/4 of the time has elapsed; and
5. near the end of the pumping test.

Well Abandonment

Contractor shall investigate well condition, details of construction, and whether there are obstructions that will interfere with the process of filling and sealing before a well is abandoned. Video survey should be included for visual inspection of the well, as well as preparation and submittal of required permits for wells located in Riverside County.

Stuck Deep Well Vertical Turbine Pumps

If a deep well vertical turbine pump should become stuck and the extraction is halted, the Contractor shall make sufficient attempts with no less than a 50 ton "A" frame rig, to free the pump. If this is unsuccessful the Contractor shall develop alternative solutions for consideration. MSWD shall approve alternatives as deemed necessary and Contractor shall use reasonable skill in the presence of a MSWD representative, utilizing methods such as the use of air compressors for air lifting and/or hydraulic jacks before abandoning efforts to extract pump.

Level of Maintenance

All work shall be performed in a manner commensurate with community professional standards and with an ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances. Standards and frequencies may be modified from time to time as deemed necessary by MSWD for the proper maintenance and repair of the wells, pumps, and motors.

If, in the judgment of MSWD, the level of maintenance is less than that specified herein, MSWD shall, at its option, in addition to or in lieu of other remedies provided herein, withhold appropriate payment from the Contractor until services are rendered in accordance with specifications set forth within this document and providing no other arrangements have been made between the

Contractor and MSWD. Failure to notify of a change and/or failure to perform an item or work on a scheduled day may, at MSWD's sole discretion, result in deduction of payment for that day, week, or month. Payment will be retained for work not performed until such time as the work is performed to MSWD standard.

The Contractor is required to correct deficiencies within the time specified by MSWD. If noted deficient work has not been completed, payment for subject deficiency shall be withheld and shall continue to be withheld until deficiency is corrected, without right to retroactive payments.

All work and general conditions shall be performed in accordance with the current Standard Specifications for Cal-OSHA, Public Works Construction (Green Book), the State Water Resources Control Board Health Guidelines, and the American Water Works Association (AWWA) Standards.

Workmanship and Supervision

Unless otherwise stated, Contractor shall be responsible to provide all labor and materials to allow for successful Project completion.

MSWD may choose to reimburse the Contractor for materials that need to be procured. These instances shall be analyzed on a case -by -case basis and reimbursement for materials will need to be agreed upon in the Contractor's letter proposal prior to the commencement of work.

Receipts shall be required for reimbursements for materials purchased for projects. MSWD reserves the right to specify what type of material and/or equipment will be purchased per project. All equipment and material purchases shall be preapproved by MSWD. The Contractor shall charge the actual cost of materials to MSWD plus a maximum of 15% for overhead costs associated with procurement of materials.

MSWD reserves the right to purchase materials directly and make them available to the Contractor. In the event MSWD exercises the option to purchase the materials, the following conditions will apply:

- Contractor shall conform to all MSWD practices and procedures.
- All MSWD purchases will be for the sole expressed use of and for MSWD.
- The Contractor shall secure, store, inventory, distribute and control all materials entrusted to the Contractor's representatives.
- All materials and inventories shall be made available to MSWD upon request. The Contractor will reduce the unit cost for each maintenance task by MSWD's actual cost for the materials provided and used.

Contractor represents and warrants to MSWD that he/she has and will keep in effect at all times during the term of a contract with MSWD, all licenses, permits, professional qualifications, and approvals of whatever nature that are legally required to practice his/her trade.

Maintain all work sites free of hazards to people and/or property resulting from the Contractor's operations. Any hazardous condition noted by the Contractor, which is not a result of the Contractor's operations, shall be immediately reported to MSWD.

The Contractor shall be responsible for removing and cleaning any and all debris that occur as a result of its operations as a result of services requested in this scope of work.

All work performed under this contract shall be performed in such a manner as to provide maximum safety for the public and where applicable, comply with all safety standards required by CAL-OSHA. MSWD reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract.

The supervisor or person in charge and on site of any MSWD project shall have a smart phone capable of email.

At all times, the Contractor will ensure at least one English speaking person is on site of any MSWD assigned project.

Working Hours

Normal working hours shall be between the hours of 7:00 AM and 3:30 PM, Monday through Friday, unless otherwise stated by MSWD for emergency or standby services. The Contractor is subject to being contacted 24 hours a day, 7 days a week, 365 days a year to perform emergency repairs. These representatives for the Contractor shall respond to said emergency within two (2) hours from receiving notification. The Contractor shall notify MSWD immediately of any changes to the Contractor's representation.

Contractor's Office

The Contractor shall designate a project supervisor or person in charge at all times and provide MSWD with written notice of such designation. The designated individual shall be available throughout the duration of the work.

The Contractor shall also provide the names and telephone numbers of at least two (2) qualified personnel available during emergency conditions and capable of mobilizing to the job site within two (2) hours of notification.

Unless otherwise stated by MSWD, there will be no on-site storage of equipment or materials on MSWD property or at District sites. Contractors will have full responsibility for maintaining an office and a storage facility. All vehicles and equipment used in conjunction with the work shall be maintained in a neat, clean, orderly manner and shall be in good working order. MSWD may reject any vehicle or piece of equipment and order it removed if deemed unsafe.

Equipment

All vehicles and equipment used in conjunction with the work shall be maintained in a neat, clean, and orderly manner and shall be in good working order. Drip mats or oil containment need to be placed under leaking equipment, all equipment need to be inspected for leaks at the end of each workday. MSWD may reject vehicles or equipment and order it removed at their discretion.

Street Closures, Detours, Barricades

Contractor shall be responsible for all traffic control and barricades necessary to perform the scope of work. Warning signs, lights, and devices shall be installed and displayed in compliance with the current edition of the "California Manual on Uniform Traffic Control Devices" (CA MUTCD)

and “Work Area Traffic Control Handbook” (WATCHBOOK) for use in performance of work upon highways issued by the State of California, Department of Transportation.

Permits

The Contractor shall be responsible for obtaining permits where required by federal, state, or local agencies as it pertains to the work being conducted.

Underground Excavations

The Contractor shall be responsible for locating all underground utility lines to ensure the safety of his/her work crew and to protect, in place, existing utility equipment before commencing any excavation. Contractor should contact MSWD and Underground Service Alert (www.digalert.org) or call (811) at least forty-eight (48) hours before commencing any excavation, to locate underground service lines.

Responsibility for Damages or Injury

MSWD and all officers, employees, and representative thereof shall not be responsible in any manner for any loss or damage to any of the materials or other things used or employed in performing the project, or for injury or death of any person as a result of Contractor’s performance of the services required hereunder, or for damage to property from any cause arising from the performance of the project by the Contractor, or its sub-contractors, or its workers, or anyone employed by either of them.

Contractor shall be responsible for any liability imposed by law for injuries to or death of any person or damage to property resulting from defects, obstructions, or from any cause arising from Contractor’s work on the project, or the work of any sub-contractor or supplier selected by the Contractor.

EXHIBIT “B”

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

(insert behind this page)

EXHIBIT “C”

GENERAL CONDITIONS

(insert behind this page)

SECTION 2.1
of
GENERAL CONDITIONS

DEFINITIONS, TERMS, ABBREVIATIONS

2.1.01 Definitions - Wherever used in the Contract Documents, the following shall have the meanings indicated which shall be applicable to both the singular and plural thereof.

Acceptance, Final Acceptance - The formal action by the Owner accepting the Work as being complete.

Accepted Bid - The bid (proposal) accepted by the Owner.

Addenda - Written or graphic instruments issued prior to the opening of sealed bids, which modify or interpret the Contract Documents and Drawings by additions, deletions, clarifications or corrections.

Agreement - The written agreement (contract) executed between the Owner and the Contractor covering the performance of the Work.

Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bidder - Any person, firm or corporation submitting a Bid for the Work.

Bonds - Bid, Performance, and Payment Bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.

Change Order - A written order to the Contractor authorizing an addition, deletion or revision in the Work within the general scope of the Contract Documents or authorizing an adjustment in the Contract Price or Contract Time.

Contract Documents - The Contract Documents, including Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, Insurance Certificates, Notice of Award, Notice to Proceed, Change Order, General Conditions, Supplemental General Conditions, Special Conditions, Detailed Technical Provisions, Drawings, and Addenda.

Contract Price - The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

Contract Time - The number of calendar days stated in the Contract Documents for the completion of the Work.

Contractor - The person, firm or corporation with whom the Owner has executed the Agreement.

Detailed Technical Provisions - A part of the Contract Documents consisting of written descriptions of the technical nature of materials, equipment, construction system, standards and workmanship.

Drawings - The part of the Contract Documents, which show the characteristics, and scope of the Work to be performed and which have been prepared or approved by the Engineer.

Engineer - The person, firm or corporation named as such in the Contract Documents.

Field Order - A written order affecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.

Laboratory - The laboratory authorized by the Owner or the Owner's representative to test materials and work involved in the Project.

Manufacturer - A person, firm or corporation that fabricates, processes, or creates from raw materials or component parts, materials or equipment to be incorporated into the Project.

Notice of Award - The written notice of the acceptance of the Bid from the Owner to the successful Bidder.

Notice to Proceed - Written communication issued by the Owner to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

Owner - A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

Owner's Representative - The person, consultant, or engineering firm authorized by the Owner to represent him during the performance of the Work by the Contractor and until final acceptance. The Owner's Representative is referred to throughout the Contract Documents as if singular in number and masculine in gender. The Owner's Representative means the Owner's representative or his assistants.

Project - The undertaking to be performed as provided in the Contract Documents.

Resident Project Representative - The authorized representative of the Owner who is assigned to the Project site or any part thereof.

Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, Supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

Special Conditions - Modifications to Detailed Technical Provisions.

Specifications - The General Conditions, Supplemental General Conditions, Special Conditions, and Detailed Technical Provisions of these Contract Documents.

Subcontractor - An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

Substantial Completion - That date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.

Supplemental General Conditions - Modifications to General Conditions that are specifically applicable to this Project.

Supplier - Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

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

Work - All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.

Written Notice - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address or delivered in person to said party or his authorized representative on the Work.

2.1.02 Terms - Wherever used in the Contract Documents, the terms "directed", "required", "permitted", "ordered", "designated", "prescribed", or terms of like import are used, it shall be understood that the direction, requirements, permission, order, designation, or prescription of the Owner's Representative is intended. Similarly, the terms "approved", "acceptable", "satisfactory", "or equal", or terms of like import shall mean approved by or acceptable to or satisfactory to the Owner's Representative, unless otherwise expressly stated.

The word "provide" shall be understood to mean furnish and install.

2.1.03 Abbreviations - Whenever used in the Contract Documents, the following abbreviations shall have the meanings indicated:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AGMA	American Gear Manufacturer's Association
AI	The Asphalt Institute

AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron & Steel Institute
ANSI	American National Standards Institute (formerly USASI, USAU, ASA)
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ASA	American Standards Association (now ANSI)
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
CPR	Certified Payroll Records
DIR	California Department of Industrial Relations
IEEE	Institute of Electrical and Electronics Engineers
LCP	Labor Compliance Program
NBFU	National Board of Fire Underwriters
NEMA	National Electrical Manufacturers Association
PCA	Portland Cement Association
SSPC	Steel Structures Painting Council
UBC	Uniform Building Code, Pacific Coast Building Officials Conference of the International Conference of Building Officials
U/L or UL	Underwriters' Laboratories, Inc.
USASI or	United States of America Standards Institute
USAS	(now ANSI)

SECTION 2.2
of
GENERAL CONDITIONS

ADDITIONAL INSTRUCTIONS AND
DETAIL DRAWINGS

2.2.01 SECTION NOT USED.

2.2.02 SECTION NOT USED.

SECTION 2.3
of
GENERAL CONDITIONS

SCHEDULES, REPORTS AND RECORDS

2.3.01 A preconstruction conference will be held prior to commencement of the Work. Attendees shall be the Contractor, his Subcontractors, if applicable, the Owner, the Engineer, representatives of Federal, State or local regulatory or enforcement agencies, and any other parties deemed appropriate by the Owner.

2.3.02 The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the Contract Documents for the Work to be performed.

2.3.03 Prior to the start of construction, the Contractor shall submit a construction progress schedule to the Engineer for approval. Said schedule shall include, but is not limited to, the following information: Contractor's name, address and telephone number; project/contract number; date prepared; Engineer's name; Owner's name; date of Notice to Proceed; contract completion date; and, list of all important activities, including construction and material delivery, with starting and ending dates for each activity.

The schedule shall be prepared so that the Contractor can update it when significant changes in an activity time and/or completion time occur, as the Engineer may direct. After the Engineer approves the schedule, one (1) electronic copy shall be furnished to the Engineer for distribution. All costs for schedule preparation and printing are included in the Contractor's Bid.

The Engineer reserves the right to alter said schedule to prevent excessive public nuisance or to exclude areas where rights-of-way acquisition might still be in progress or provide timely facilities for testing and connection to other installations dependent upon this project.

2.3.04 Prior to starting construction, the Contractor shall submit to the Engineer for his approval a detailed breakdown of his cost estimate into the various elements of materials and construction operations. When approved, this breakdown will serve as a basis for the Engineer to determine partial payments.

2.3.05 Prior to the start of construction, the Contractor shall submit the dates at which special drawings will be required and the respective dates when applicable for submission of shop drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

SECTION 2.4
of
GENERAL CONDITIONS

DRAWINGS AND SPECIFICATIONS

2.4.01 SECTION NOT USED.

2.4.02 SECTION NOT USED.

2.4.03 SECTION NOT USED.

2.4.04 SECTION NOT USED.

SECTION 2.5
of
GENERAL CONDITIONS

SHOP DRAWINGS/MATERIAL SUBMITTALS

2.5.01 SECTION NOT USED.

2.5.02 SECTION NOT USED.

2.5.03 SECTION NOT USED.

2.5.04 SECTION NOT USED.

SECTION 2.6
of
GENERAL CONDITIONS

MATERIALS, SERVICES AND FACILITIES

2.6.01 It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

2.6.02 Materials and equipment shall be so stored as to ensure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection. The Contractor shall be entirely responsible for damage or loss to material and equipment until the Work has been completed by the Contractor and accepted by the Owner.

2.6.03 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

2.6.04 Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.

2.6.05 Materials, supplies or equipment to be incorporated into the Work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

2.6.06 Whenever under this Agreement it is provided that the Contractor shall furnish materials or manufactured articles, or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first class materials or articles of the kind required, with due consideration of the use to which they are to be put. In general, the Work performed shall be in full conformity and harmony with the intent to secure the best standard of construction and equipment of the Work as a whole or in part.

2.6.07 All equipment, materials, and supplies to be incorporated in the Work shall be new, unless otherwise specified.

SECTION 2.7

of
GENERAL CONDITIONS

INSPECTION AND TESTING

2.7.01 All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.

2.7.02 The Owner shall provide all inspection and testing services not required by the Contract Documents. Performance of these tests and all costs will be borne by the Owner; except, the cost of any test which shows unsatisfactory results shall be borne by the Contractor.

2.7.03 The Contractor shall provide at his expense the testing and inspection services required by the Contract Documents.

2.7.04 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will furnish the Engineer the required certificates of inspection, testing or approval. The Contractor shall pay for all inspection fees imposed by public agencies other than the Owner.

2.7.05 Inspections, tests, or approvals by the Engineer or others shall not relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

2.7.06 The Engineer and his representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof.

2.7.07 If any Work is covered contrary to the written instructions of the Engineer or work done for which the Contractor has not requested and received inspection, it must, if requested by the Engineer, be uncovered for his observation and replaced at the Contractor's expense.

2.7.08 If the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure,

observation, inspection, testing and reconstruction and an appropriate Change Order shall be issued.

2.7.09 Upon request of the Engineer, the Contractor shall furnish certification of compliance that fabricated or manufactured products conform to the standards of the industry as specified in these Contract Documents and that said fabricated or manufactured products were fabricated or manufactured under the quality control standards of the stated specifications of these Contract Documents.

SECTION 2.8
of
GENERAL CONDITIONS

SUBSTITUTIONS

2.8.01 Whenever a material, article or piece of equipment is identified in the Contract Documents by reference to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalog number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and use by the Contractor. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

2.8.02 The Contractor's use of approved substitutions or equals shall not relieve the Contractor from compliance with the Contract Documents. The Contractor shall bear all extra expense resulting from providing or using approved substitutions or equals where they affect the adjoining or related work, including the expense of required engineering, redesigning, drafting and permits, where necessary, whether the Owner's approval is given before or after receipt of Bids.

The Contractor shall bear the cost of all engineering work associated with the review of submittals for substitutions and equals. The Contractor shall approve the engineering costs prior to the performance of the engineering work using the form entitled "Authorization of Engineering Costs for the Evaluation of Substitutions and Equals" found in the General Conditions of the Specifications. The Engineer will not perform the submittal review until authorization is given. If the Contractor does not provide this authorization, the submittal will be rejected.

Engineering costs associated with redesign of adjoining or related work due to Substitutions or Equals shall be approved in writing by the Contractor prior to the performance of the work. The Contractor shall approve the cost of the engineering work using the form entitled, "Authorization of Engineering Costs for Redesign due to Substitutions and Equals" found in the General Conditions of the Specifications. The Engineer will not perform the redesign until the authorization is given. If the Contractor does not provide this authorization, the submittal, which created the need for redesign, shall be rejected.

SECTION 2.9
of
GENERAL CONDITIONS

INTELLECTUAL PROPERTY, PATENTS, ROYALTIES AND INDEMNIFICATION

2.9.01 The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof, including attorney's fees, except that the Owner shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified. However, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Engineer.

2.9.02 Contractor shall be responsible at all times for compliance with applicable patents, copyrights, trademarks, and/or other intellectual property rights held by others encompassing, in whole or in part, any invention, design, process, product, device, material, article or arrangement used, directly or indirectly, in the performance of the Work or incorporated into the Work.

Contractor shall pay, and include in the Contract Sum, all royalties and license fees and assume all costs incident to the use in the performance of the Work or the incorporation into the Work of any invention, design, process, product, device, material, article or arrangement which is the subject of a patent right, copyright, trademark, and/or other intellectual property right held by others.

To the fullest extent permitted by law, Contractor shall save, defend, hold harmless, and fully indemnify the District and all its officers and employees connected with the Project, other parties designated in Article "Insurance for Others" of Section 00 73 16, and all of their officers, agents, members, employees, authorized representatives, or any other persons deemed necessary by any of them acting within the scope of the duties entrusted to them, from all damages, claims for damage, costs, or expenses in law or equity, including attorney's fees and costs, that may at any time arise or be set up for any infringement or unauthorized use of any patent rights, copyrights, trademarks or other intellectual property claims by any person in consequence of the use by the District, or any of its officers, agents, members, employee authorized representatives, or any other person deemed necessary by any of them acting within the scope of the duties entrusted to them, of articles to be supplied under the Contract and of which Contractor is not the patentee or assignee or does not have the lawful right to sell the same.

This indemnity provision is in addition to all other defense, hold harmless and indemnity clauses in the Contract Documents and shall survive Final Completion and termination of the Contract. If the District is enjoined from the operation or use of the Work, or any part thereof, as a result of any suits or claims for infringement or unauthorized use of a patent right, copyright, trademark, and/or other intellectual property right, Contractor shall, at its sole expense and at no cost to the District, take reasonable steps to procure the right to operate or use the Work. If Contractor cannot procure such right within a reasonable time, Contractor shall promptly, at Contractor's sole expense and at no cost to the District, (1) modify the Work, consistent with applicable requirements of the Contract Documents, so as to avoid infringement of any such intellectual

property right, or (2) replace said Work with work that meets applicable requirements of the Contract Documents and that does not infringe or violate any such intellectual property right.

SECTION 2.10
of
GENERAL CONDITIONS

SURVEYS, PERMITS, REGULATIONS

2.10.01 SECTION NOT USED.

2.10.02 SECTION NOT USED.

2.10.03 SECTION NOT USED.

SECTION 2.11
of
GENERAL CONDITIONS

PROTECTION OF WORK, PROPERTY
AND PERSONS

2.11.01 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or 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, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

2.11.02 The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction, including the applicable provisions of the California Occupational Safety and Health Act of 1973, Part 1, Division 5, of the Labor Code §6300 et. seq. and the Construction Safety Orders of the Division of Industrial Safety. He will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the Work may affect them.

2.11.03 The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

2.11.04 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss. He will give the Engineer prompt Written Notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

2.11.05 Until the formal acceptance by the Owner of the performance of the Contractor hereunder, either by furnishing equipment and/or materials or by performance of Work, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the Work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of that which he is to provide or complete hereunder occasioned by any of the above causes before completion and acceptance and shall bear the expense thereof. In case

of suspension of Work from any cause whatsoever, the Contractor shall be responsible for all equipment and/or materials then upon Owner property and shall properly store them, if necessary, and shall erect temporary structures where necessary in so doing. Nothing in these Contract Documents shall be considered as vesting in the Contractor any right of property in materials used after they have been attached or affixed to the Work or the soil upon Owner's real property, but all such materials shall, upon being so attached or affixed, become the property of the Owner.

2.11.06 Prior to the beginning of any work, the Contractor shall obtain, at its sole expense, all permits required by the California Division of Occupational Safety and Health (Cal/OSHA) for permit-required activities associated with the Project and shall provide copies of such permits to the Owner upon request.

2.11.07 In accordance with Government Code Section 4216 and following, Contractor shall notify Underground Service Alert at least two days prior to excavation with a description of the area to be excavated to determine if any participant has a subsurface installation in the area.

2.11.08 The Contractor shall not commence any excavation over five (5) feet in depth until he has submitted to the Owner 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 any such excavation and such plan has been accepted by the Owner or by a registered civil or structural engineer, employed by the Owner, to whom authority to accept has been delegated. If such plan varies from the shoring system standards promulgated by the Department of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed and paid by the Contractor. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. Nothing contained in this article shall be construed as relieving the Contractor of full responsibility for providing shoring, bracing, sloping, or other provisions, which are adequate for worker protection.

2.11.09 A working platform for any scaffolding swung or suspended from an overhead support more than ten (10) feet above the ground, floor or area in which an employee on the scaffolding might fall, shall have a safety rail of wood or other equally rigid material of adequate strength; such rail shall be in compliance with the applicable orders of the Division of Industrial Safety.

The suspended scaffolding shall be fastened so as to prevent the same from swaying from the building, or structure, or other object being worked on from such scaffolding. All parts of such scaffolding shall be of sufficient strength to support, bear, withstand with safety, any weight of persons, tools, appliances or materials which might reasonably be placed on it or which are to be supported by it.

In addition to the duties imposed by any law regulating or relating to scaffolding, the Contractor who uses scaffolding in connection with the construction, alteration, repairing, painting, cleaning, or doing of any work upon any building or structure shall furnish safety lines to tie all hooks and hangers back on the roof of such building or structure and provide safety lines hanging from the roof, securely tied thereto, for all swinging scaffolds which rely upon stirrups of the single point of suspension type to support the working platform. One such line shall be provided for each workman with a minimum of one line between each pair of hangers or falls.

Platforms or floors of scaffolding shall be not less than fourteen (14) inches in width and shall be free from knots or fractures impairing their strength.

The use of lean-to scaffolds, sometimes known as jack scaffolds, as support for scaffolds is prohibited.

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

2.11.11 The Contractor shall not load nor permit any part of any structure to be loaded with any weights that will endanger the structure, nor shall subject any part of the Work to stresses or pressures that will endanger it.

2.11.12 The Contractor will be required to certify that he has an Injury, Illness Prevention Plan for his company as required by Labor Code Section 6401.7.

The names and telephone numbers of at least two medical doctors practicing in the vicinity and the telephone number of the local ambulance service shall be prominently displayed adjacent to telephones and carried by the supervisor of the work being performed.

The Contractor shall provide assurance to the District that all equipment has proper permits issued by the South Coast Air Quality Management District, or the local air quality district.

In addition, the Contractor shall be required to post notices required by Proposition 65 for any hazardous chemicals listed by the State Health Department, which are brought onto the property as part of the construction program.

2.11.13 Any public works contract of a local public entity, which involves digging trenches or other excavations that extend deeper than four feet below the surface, shall contain a clause, which provides the following:

- a. That the contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:
 - (1) Material the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, and that is required to be removed to Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - (2) Subsurface or latent physical conditions at the site differing from those indicated.

- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- b. That the public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.
 - c. That, in the event that a dispute arises between the public entity and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.
 - d. Differing Conditions shall not include:
 - 1. All that is indicated in or reasonably interpreted from the Contract Documents or Reference Documents;
 - 2. All that could be seen on Site;
 - 3. Conditions that are materially similar or characteristically the same as those indicated or described in the Contract Documents or Reference Documents.
 - 4. Conditions where the location of a building component is in the proximity where indicated in or reasonably interpreted from the Contract Documents or Reference Documents.
 - e. Contractor shall be responsible for the safety and protection of the affected area of the Work for the duration of the District's investigation of potential Differing Conditions.
 - f. Failure by Contractor to comply with the requirements of this Paragraph concerning the timing and content of any notice of unforeseen or differing site conditions or of any request for adjustment of the Contract Sum and/or Contract Time based on alleged unforeseen or differing site conditions shall be deemed a waiver of any Contract Claim or subsequent proceedings (e.g., Government Code Claims and litigation) by Contractor for adjustments to the Contract Sum or Contract Time arising from or relating to such conditions.

SECTION 2.12
of
GENERAL CONDITIONS

SUPERVISION BY CONTRACTOR

2.12.01 The Contractor shall supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor shall employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

2.12.02 The Contractor shall employ only such foremen, mechanics and laborers as are competent and skilled in their respective lines of work, and whenever the Engineer shall notify the Contractor that any man on the Work is, in his opinion, incompetent, unfaithful, intemperate, or disorderly or refuses to carry out the provisions of this Contract, or uses threatening or abusive language to any person on the Work representing the Owner, or is otherwise unsatisfactory, such man shall be discharged immediately from the Work and shall not be re-employed upon it except with the consent of the Engineer. Such discharge shall not be the basis of any claim for damages against the Owner or his agents.

2.12.03 In the event that the Contractor proposes to substitute a key team member during the performance of the Contract, Contractor shall submit to the District Representative, at least seven days prior to engaging the person, an Experience Statement form for the District's review and acceptance. Any proposed substitution is subject to the approval of the District Representative based upon qualifying experience on similar projects as set forth in the bid documents for the project. Failure to obtain the District's acceptance shall not constitute a cause for delay. In addition, the District may issue an order to stop the work under these General Conditions until such time as the Contractor engages persons possessing skills and qualifications acceptable to the District.

2.12.04. Whenever the Work of a Subcontractor is dependent upon the work of other Subcontractors or Contractors, then Contractor shall require the Subcontractor to:

1. coordinate its Work with the dependent work;
2. provide necessary dependent data, connections, miscellaneous items, and other transitional requirements;
3. supply and install items to be built into dependent work of others;
4. make provisions for dependent work of others;
5. examine dependent drawings and specifications and submittals;
6. examine previously placed dependent work;
7. check and verify dependent dimensions of previously placed work;
8. notify Contractor of previously placed dependent work or dependent dimensions which are unsatisfactory or will prevent a satisfactory installation of its Work; and

9. not proceed with its Work until the unsatisfactory dependent conditions have been corrected.

2.12.05. Contractor shall immediately comply with and prosecute orders and instructions including, but not limited to, Change Orders, RFI replies and Clarifications given by the District in accordance with the terms of the Contract, but nothing herein contained shall be taken to relieve Contractor of any of its obligations or liabilities under the Contract, or of performing its required detailed direction and supervision.

2.12.06. Contractor shall at all times permit the District, its agents and authorized representatives to: (i) visit and inspect the Work, the materials and the manufacture and preparation of such materials; (ii) subject them to inspection at all such places; and (iii) reject the Work if it does not conform to the requirements of the Contract Documents. This obligation of Contractor shall include maintaining proper facilities and safe access for such inspection. Where the Contract requires Work to be tested or inspected, it shall not be covered up before inspection and approval by the District.

2.12.07. Whenever Contractor desires to perform Work outside regular working hours, Contractor shall give notice to the District of such desire and request and obtain the District's written permission at least 3 working days in advance, or such other period as may be specified, except in the event of an emergency prior to performing such Work so that the District may make the necessary arrangement for testing and inspection.

2.12.08. If Contractor receives a written notice from the District that a Clarification is forthcoming from the District, all Work performed before the receipt of the Clarification shall be coordinated with the District to minimize the effect of the Clarification on Work in progress. All affected Work performed after receipt of the District's written notice but before receipt of the Clarification and not so coordinated shall be at Contractor's risk.

2.12.09. During all disputes or disagreements with the District, Contractor shall carry on the Work and adhere to the progress schedule required to be submitted under the requirements of the Contract Documents. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the District and Contractor may otherwise agree in writing.

SECTION 2.13
of
GENERAL CONDITIONS

CHANGES IN THE WORK

2.13.01 This Agreement may not be altered in whole or in part except by modification in writing and properly executed by all parties hereto or by a change order.

2.13.02 The Owner may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by Change Order.

2.13.03 The Engineer, also, may at any time, by issuing a Field Order, make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work ordered by the Engineer unless the Contractor believes that such Field Order entitles him to a change in Contract Price or Time, or both, in which event he shall give the Engineer Written Notice thereof within seven (7) days after the receipt of the ordered change. Thereafter the Contractor shall document the basis for the change in Contract Price or Time within thirty (30) days. The Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the Owner.

SECTION 2.14
of
GENERAL CONDITIONS

CHANGES IN CONTRACT PRICE

2.14.01 The Contract Price may be changed only by a Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- a. Unit prices. Original bid items. Unit prices previously approved are acceptable for pricing changes of original bid items. However, when changes in quantities exceed fifteen (15) percent of the original bid quantity and the total dollar change of that bid item is significant, the Owner shall review the unit price to determine if a new unit price should be negotiated.
- b. An agreed lump sum.
- c. The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the Work to cover the cost of general overhead and profit.

When all or any part of the work covered by Change Order is performed by any of the Contractor's Subcontractors, the markups established in this section shall be applied to the Subcontractor's actual cost of such work, to which a markup of five (5) percent on the subcontracted portion of the work may be added by the prime Contractor.

SECTION 2.15
of
GENERAL CONDITIONS

TIME FOR COMPLETION AND
LIQUIDATED DAMAGES

2.15.01 The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on or before a date specified in the Notice to Proceed. The Contractor should be aware that time is of the essence for this project.

2.15.02 The Contractor will proceed with the Work at such rate of progress to ensure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

2.15.03 If the Contractor shall fail to complete the Work within the Contract Time, or requests for extension of time approved by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the Agreement for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

2.15.04 The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following, and the Contractor has promptly given Written Notice of such delay to the Owner or Engineer.

- a. To any preference, priority or allocation order duly issued by the Owner.
- b. If delays are caused by unforeseen events beyond the control of both the Contractor and the Owner, such delays will entitle the Contractor to an extension of time as provided herein, but the Contractor shall not be entitled to damages or additional payment due to such delays. War, government regulations, labor disputes, strikes, fires, floods, adverse weather necessitating cessation of work, other similar action of the elements, inability to obtain materials, equipment, labor, required "extra work," or other specific reasons as may be further described in the specifications may constitute such a delay.

No extension of time will be granted for a delay caused by the inability to obtain materials unless the Contractor furnishes to the Engineer documentary proof of the inability to obtain such materials in a timely manner in accordance with the sequence of the Contractor's operations and the approved construction schedule.

- c. To any delays of Subcontractors occasioned by any of the causes specified in paragraphs 2.15.04a and 2.15.04b of this article.

- d. If delays beyond the Contractor's control are caused by reasons other than those mentioned above, but substantially equal in gravity to those enumerated, and an extension of time is deemed by the Engineer to be in the best interests of the Owner, an extension of time may be granted, but the Contractor shall not be entitled to damages or additional payment due to such delays.

If delays beyond the Contractor's control are caused solely by action or inaction by the Owner, such delays will entitle the Contractor to an extension of time.

- e. Extensions of time, when granted, will be based upon the effect of delays on the project as a whole and will not be granted for noncontrolling delays to minor included portions of work unless it can be shown that such delays did, in fact, delay the progress of the project as a whole.
- f. If the Contractor desires payment for a delay or an extension of time, he shall, within thirty (30) days after the beginning of the delay, file with the Owner a written request and report as to the cause and extent of the delay. The request for payment or extension must be made at least fifteen (15) days before the specified completion date. Failure by the Contractor to file these items within the times specified will be considered grounds for refusal by the Owner to consider such request.

2.15.05 In case the Work called for under this Contract is not completed within the time limit stipulated herein, the Owner shall have the right, in lieu of assessing liquidated damages, to extend the time of completion thereof. If the time limit be so extended, the Owner shall have the right to charge to the Contractor and to deduct from the final payment for the Work, the actual cost to the Owner of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the Contract and which accrue during the period of such extension, except that the cost of final surveys and preparation of final estimate and the cost accruing by reason of unavoidable delays shall not be included in such charges.

SECTION 2.16
of
GENERAL CONDITIONS

CORRECTION OF WORK

2.16.01 The Contractor shall promptly remove from the premises all Work rejected by the Engineer for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.

2.16.02 All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of Written Notice, the Owner may remove such Work and store the materials at the expense of the Contractor.

SECTION 2.17
of
GENERAL CONDITIONS

SUBSURFACE CONDITIONS AND
EXAMINATION OF CONTRACT DOCUMENTS

2.17.01 The Contractor represents that he has carefully examined the Contract Documents and the site where the Work is to be performed and that he has familiarized himself with all local conditions and Federal, State and local laws, ordinances, rules and regulations that may affect performance of the Work in any manner. The Contractor further represents that he has studied all surveys and investigation reports governing subsurface and latent physical conditions pertaining to the job site; that he has performed such additional surveys and investigations as he deems necessary to complete the Work at the Contract Price; and, that he has correlated the results of all such data with the requirements of the Contract Documents. The submittal of a Bid shall be conclusive evidence that the Contractor has investigated and is satisfied as to the conditions to be encountered and as to the character, quality and scope of the Work.

2.17.02 The Drawings for the Work show conditions as they are supposed or believed by the Engineer to exist; but it is not intended or to be inferred that the conditions as shown thereon constitute a representation that such conditions actually exist. The Owner and the Engineer shall not be liable for any loss sustained by the Contractor as a result of any variance of the conditions as shown in the Drawings and the actual conditions revealed during the progress of the Work or otherwise.

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

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

When a log of test borings showing a record of the data obtained by the investigation of subsurface conditions by the Owner, the Engineer or their consultants is included with the Drawings, it is expressly understood and agreed that said log of test borings does not constitute a part of the

Agreement, represents only the opinion of the Owner or the Engineer or their consultants as to the character of the materials encountered by them in the test borings, is included in the Drawings only for the convenience of the Contractor, and its use is subject to all of the conditions and limitations set forth in this article.

2.17.03 The availability or use of information described in this article is not to be construed in any way as a waiver of the provisions of Section 2.17.01 and the Contractor is cautioned to make such independent investigations and examinations as he deems necessary to satisfy himself as to conditions to be encountered in the performance of the Work.

2.17.04 No information derived from such inspection of records of investigations or compilation thereof made by the Owner, Engineer, or their consultants will in any way relieve the Contractor from any risk or from properly fulfilling the terms of the Agreement.

SECTION 2.18
of
GENERAL CONDITIONS

SUSPENSION OF WORK,
TERMINATION AND DELAY

2.18.01 The Owner may suspend the Work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by Written Notice to the Contractor and the Engineer which notice shall fix the date on which Work shall be resumed. The Contractor will resume that Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

2.18.02 If the Contractor is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work or if he disregards the authority of the Engineer, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a Written Notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated in a Change Order.

2.18.03 Where the Contractor's services have been terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due to the Contractor will not release the Contractor from compliance with the Contract Documents.

2.18.04 After ten (10) days from delivery of a Written Notice to the Contractor and the Engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus reasonable profit. The Owner's authority and responsibility with respect to termination for convenience of owner or upon breach of contract are set forth in more detail in Section 2.35 of these General Conditions.

2.18.05 If, through no act or fault of the Contractor, the entire Work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or by request of litigation relating to the Project, or the Engineer fails to act on any request for payment within thirty (30) days after it is submitted, or the Owner fails to pay the Contractor substantially the sum approved by the Engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a Written Notice to the Owner and the Engineer, terminate the Agreement and recover from the Owner payment for all Work executed and all expenses sustained. In addition and in lieu of terminating the Agreement, if the Engineer has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may upon ten (10) days Written Notice to the Owner and the Engineer stop the Work until he has been paid all amounts then due, in which event and upon resumption of the Work, Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the Work.

2.18.06 If the performance of all or any portion of the Work is suspended, delayed, or interrupted as a result of a failure of the Owner or Engineer to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner or Engineer.

SECTION 2.19
of
GENERAL CONDITIONS

PAYMENTS TO CONTRACTOR

2.19.01 SECTION NOT USED

2.19.02 SECTION NOT USED

2.19.03 SECTION NOT USED

2.19.04 SECTION NOT USED

2.19.05 SECTION NOT USED

2.19.06 SECTION NOT USED

2.19.07 SECTION NOT USED

2.19.08 SECTION NOT USED

SECTION 2.20
of
GENERAL CONDITIONS

ACCEPTANCE OF FINAL
PAYMENT AS RELEASE

2.20.01 The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the Owner and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bond.

SECTION 2.21
of
GENERAL CONDITIONS

INSURANCE

2.21.01 The Contractor shall not commence any work under the Contract Documents until he obtains at his own expense all required insurance. Such insurance must have the approval of the Owner as to Company, limits, form and amount. The Contractor shall not permit any Subcontractor to commence work on the Project until the Subcontractor has also complied with these insurance requirements. The types of insurance, which the Contractor shall secure and maintain for the full Contract time, are Workers' Compensation Insurance, Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance, Builder's Risk "All Risk" Insurance, and Contractor's Pollution Liability Insurance as hereinafter specified. 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 his operations under the Contract Documents.

All policies required by this Section shall be primary insurance as to the Owner so that coverage held by the Owner will not contribute to any loss under the Contractor's insurance using the ISO endorsement CG 20 01 04 13 or coverage at least as broad.

Premiums for said insurance shall be paid for by the Contractor.

2.21.02 Before commencing any work, the Contractor shall submit written evidence that he and all Subcontractors have obtained for the Contract time full Worker's Compensation Insurance coverage, as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation** (also known as Transfer of Rights of Recovery Against Others to Us): The Contractor hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the Owner, its directors, officers, employees, and authorized volunteers, for losses paid under the terms of this coverage which arise from work performed by the named insured for the Owner; this provision applies regardless of whether or not the Owner has received a waiver of subrogation from the insurer.

2.21.03 Before commencing any work, the Contractor shall procure for the entire Contract time full Commercial General Liability Insurance, Automobile Liability Insurance coverage, and Contractor's Pollution Liability as hereinafter specified. Such insurance shall insure the Contractor and all Subcontractors for all claims for personal injury, including sickness and death, and all claims for destruction of or damage to property, including loss of use, arising out of or in connection with any operations under the Contract Documents, whether such operations be by the Contractor or by any Subcontractor under the Contractor, or by anyone directly or indirectly employed by the Contractor or by any Subcontractor.

Such Commercial General Liability Insurance shall be written with a limit of liability of not less than five million dollars (\$5,000,000) per occurrence or the full per 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 (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement, or insurer's equivalent endorsement provided to the District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit. Should the Contractor maintain insurance coverage exceeding the specified amount, any such additional coverage shall still benefit the Owner.

Such Commercial General Liability Insurance shall also be written for all damages arising out of injury to or destruction of property of others, arising directly or indirectly out of or in connection with the performance of the Work under the Contract Documents and in any one occurrence, including explosion, collapse and underground exposure.

Contractor's Pollution Liability – (optional: if project involves environmental hazards) with limits no less than \$5,000,000 per occurrence or claim, and \$10,000,000 policy aggregate.

Such Automobile Liability Insurance shall be written with a limit of liability of not less than one million dollars (\$1,000,000) for all damages arising out of bodily injury, including sickness and death, at any time resulting therefrom, sustained by any one person in any one occurrence, and a limit of liability of not less than two million dollars (\$2,000,000) aggregate for any such damages sustained by two or more persons in any one occurrence. Such automobile liability insurance shall be written with a limit of liability of not less than one million dollars (\$1,000,000) for all damages arising out of injury to or destruction of property of others, arising directly or indirectly out of or in connection with the performance of the Work under the Contract Documents and in any one occurrence, including explosion, collapse and underground exposure.

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

Coverage for Commercial General Liability Insurance, Contractor's Pollution Liability Insurance and Automobile Liability Insurance shall be at least as broad as the following:

- a. Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 00 01).
- b. Insurance Services Office (Form CA 00 01), covering Symbol 1 (any auto) with a limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
- c. Excess Liability Insurance (if necessary) - The limits of insurance required in this agreement may be satisfied by a combination of primary, umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of

the District (if agreed to in a written contract or agreement) before the District's own primary or self-insurance shall be called upon to protect it as a named insured.

Any deductible or self-insured retention must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officers, employees, agents and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigations, administration and defense expenses.

The Commercial General Liability Insurance policy and Contractor's Pollution (if necessary) are to contain, or be endorsed to contain, the following provisions:

The policy for such insurance shall include contractual coverage sufficiently broad to cover the Contractor's indemnification agreement contained in Section 2.24 excepting 2.24.04 of these General Conditions. The District, its directors, officers, employees, and authorized volunteers are to be given insured status at least as broad as ISO endorsement CG 20 10 11 85; or both CG 20 10 10 01 and CG 20 37 10 01 (or the CG 20 10 07 04 and CG 20 37 07 04 (or earlier edition date) specifically naming all of the District parties required in this agreement, or using language that states "as required by contract"). All Subcontractors hired by Contractor must also have the same forms or coverage at least as broad; as respects (via CG 20 38 04 13): 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 automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officers, employees, or authorized volunteers.

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in the favor of the District for all work performed by the Contractor, its employees, agents and subcontractors. this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.

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

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

or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by Owner. The policy must specify that coverage is to include all materials and equipment to be incorporated in the Project while at the construction site and while in transit.

Such policy shall be endorsed with the District, the Owner, the Owner's Representative, the Engineer and their consultants and each of their directors, officers, employees, and authorized volunteers named as loss payee, as their interest may appear. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for the District or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by the District. A maximum deductible amount of five thousand dollars (\$5,000.00) on all perils will be allowed. Also, the insurer shall waive all rights of subrogation.

If the Owner determines not to require the Contractor to procure such insurance, the Contract price shall be reduced by the amounts set forth in the bid items for the premium for such insurance.

If the Owner determines to require the Contractor to procure such insurance, such insurance shall be endorsed with the District, the Owner, the Owner's Representative, the Engineer and their consultants and each of their directors, officers, employees, and authorized volunteers named as loss payee, as their interest may appear. The policy or policies for such insurance may provide for a deductible amount not to exceed five (5) percent of the Contract price. As provided in Section 7104 of the Public Contracts Code, the Contractor is responsible for the cost of repairing or restoring work up to five (5) percent of the contract amount.

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

Acceptability of Insurers - Any insurance carrier providing insurance coverage required by the Contract Documents shall be authorized to do business in the State of California unless waived, in writing, by the District's Contracts Analyst. Carrier(s) shall have an A.M. Best rating of no less than an A: VII or better.

Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with District a certificate of insurance (Acord Form 25 or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative and evidence of waiver of rights of subrogation against the District. Such evidence shall also include (1) attached additional insured endorsements with primary & non-contributory wording, (2) Workers' Compensation waiver of subrogation, and (3) a copy of the Commercial General Liability declarations or

endorsement page listing all policy endorsements, and confirmation that coverage includes or has been modified to include required provisions. The District reserves the right to obtain complete, certified copies of all required insurance policies at any time and the Contractor shall provide the same within five (5) days of such request. Failure to continually satisfy the insurance requirements is a material breach of contract.

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

The Contractor shall, upon demand of District, deliver to District copies such policy or policies of insurance and the receipts for payment of premiums thereon.

The District reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other circumstances.

SECTION 2.22
of
GENERAL CONDITIONS

CONTRACT SECURITY

2.22.01 The Contractor shall within thirty (30) days after the receipt of the Notice of Award furnish the Owner with a Performance Bond in penal sum equal to the amount of the Contract Price and a Payment Bond in penal sum equal to one-hundred (100) percent of the amount of the Contract Price, requiring the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the payment by the Contractor to all subcontractors, persons supplying labor and materials in the prosecution of the Work provided by the Contract Documents.

2.22.02 Bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570 and by California law. The expense of these Bonds shall be borne by the Contractor. Bonds to be placed with insurers with a current A.M. Best's rating of no less than A: VII or better.

2.22.03 If at any time a surety on any such Bond is declared a bankrupt or loses its right to do business in the state in which the Work is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such Bond shall be paid by the Contractor. No further payments shall be deemed due nor shall they be made until the new surety or sureties shall have furnished an acceptable Bond to the Owner.

2.22.04 The Performance Bond and the Payment Bond must remain in effect throughout the period for performance of the Work and through the time of final payment by the Owner, and the Performance Bond must remain in effect for a period of one (1) year from the date of approval of the work by the Board of Directors of Owner, which is the period of the Contractor's warranty, or as modified under the Supplemental General Conditions. If a change order results in an increased contract amount, an updated bond must be submitted to reflect the revised total contract value.

SECTION 2.23
of
GENERAL CONDITIONS

ASSIGNMENTS AND BANKRUPTCY

2.23.01 The Contractor shall not sell, transfer, assign or otherwise dispose of the Agreement or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the Owner.

2.23.02 In the event of bankruptcy of the Contractor, whether voluntary or involuntary, this Agreement is automatically terminated, and the Contractor is entitled to no further payments over and above the reasonable value of the actual work completed at that time.

SECTION 2.24
of
GENERAL CONDITIONS

INDEMNIFICATION

2.24.01 The Contractor and any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable during the term of this agreement and associated with the work performed thereunder, will indemnify, defend and hold harmless the Owner and any of their directors, independent contractors, agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense is attributable to personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any act or omission of the Contractor, any Subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose acts or omissions any of them may be liable, but not including the sole or active negligence or willful misconduct of the Owner.

Each of the indemnified parties named in this Section shall be entitled to designate the attorney of their choice and indemnitor agrees to keep Owner's attorney advised as to the status of all claims, damages, losses, expenses and litigation which may arise hereunder.

2.24.02 In any and all claims against the Owner or any of their directors, independent contractors, agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

2.24.03 The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.

2.24.04 The Contractor shall indemnify, defend and save the Owner, the Owner's Representative, the Engineer, their consultants, and each of their directors, independent contractors, officers, employees and agents harmless from all costs, losses, expenses, damages, attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of Contractor's obligations under the Agreement, including but not limited to, Contractor's failure to complete any portion of the Work by the time specified in the Contract Documents. Such costs, expenses, and damages shall include all costs incurred by the Owner, the Owner's Representative, the Engineer, and their consultants to defend against any claims, stop notices, or lawsuits based thereon in which any of them is made a party.

Each of the indemnified parties named in this section shall be entitled to designate the attorney of their choice and the indemnitor agrees to pay the fee of each such attorney so designated.

SECTION 2.25
of
GENERAL CONDITIONS

SEPARATE CONTRACTS

2.25.01 The Owner reserves the right to let other contracts in connection with this Project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work and shall properly connect and coordinate his Work with theirs. If the proper execution or results of any part of the Contractor's Work depends upon the Work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such Work that render it unsuitable for such proper execution and results.

2.25.02 The Owner may perform additional Work related to the Project by himself, or he may let other Contracts containing provisions similar to these. The Contractor will afford the other Contractors who are parties to such Contracts (or the Owner, if he is performing the additional Work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work and shall properly connect and coordinate his Work with theirs.

2.25.03 If the performance of additional Work by other Contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, Written Notice thereof shall be given to the Contractor prior to starting any such additional Work. If the Contractor believes that the performance of such additional Work by the Owner or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefor as provided in Sections 2.14, 2.15, and 2.18.

SECTION 2.26
of
GENERAL CONDITIONS

SUBCONTRACTING

2.26.01 The Contractor may utilize the services of specialty Subcontractors on those parts of the Work, which, under normal contracting practices, are performed, by specialty Subcontractors.

2.26.02 After submission of his Bid, the Contractor shall not award Work to any unlisted Subcontractor(s) without prior written approval of the Owner.

2.26.03 The Contractor shall be fully responsible to the Owner for the performance of his Subcontractors, and of persons either directly or indirectly employed by them.

2.26.04 The Contractor shall review each condition of this Contract and cause to be inserted in all subcontracts comparable provisions relative to the Work to bind Subcontractors to the Contractor by the terms of the Subcontract Documents insofar as applicable to the Work of Subcontractors in the same manner that Contractor is bound to Owner (e.g., payment bond, insurance, arbitration, termination on unauthorized assignment or on bankruptcy, etc.), and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents. Copies of contracts between the Contractor and any Subcontractors shall be furnished to the Owner upon request.

2.26.05 All payments by Contractor to Subcontractor(s), which involve material made by joint check, shall specifically allocate the payment between the materialmen involved and the Subcontractor.

2.26.06 Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.

SECTION 2.27
of
GENERAL CONDITIONS

ENGINEER'S AUTHORITY

2.27.01 The Engineer shall act as the Owner's representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and Work performed. He shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Engineer will make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents.

2.27.02 The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship and execution of the Work. Inspections may be at the factory or fabrication plant of the source of material supply.

2.27.03 The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

2.27.04 The Engineer shall promptly make decisions relating to interpretation of the Contract Documents.

2.27.05 Any plan or method of Work suggested by the Engineer but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the Engineer and the Owner shall assume no responsibility therefor.

2.27.06 Engineer's authority and responsibility with respect to Resident Project Representation are as set forth in Section 2.33 of these General Conditions.

SECTION 2.28
of
GENERAL CONDITIONS

LAND AND RIGHTS-OF-WAY

2.28.01 Prior to issuance of Notice to Proceed, the Owner shall obtain land and all work shall be performed within existing public rights-of-way for carrying out the Work to be performed pursuant to the Contract Documents. Right-of-way limits are shown on the Drawings.

2.28.02 The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

2.28.03 Contractor shall confine his equipment, the storage of materials and equipment and the operations of his workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment.

2.28.04. Notwithstanding the designation of Contract limits or the indication of temporary fences or barricades, the provisions of the Contract Documents governing certain portions or phases of the Work may require that certain operations be carried out beyond such designated limits. In all cases, the Work shall be constructed solely within the boundaries described in the Contract Documents. Contractor shall coordinate with the District to obtain in advance of said operations all necessary permits, rights-of-way, or easements, and shall give proper notice thereof to owners of affected properties in accordance with section 832 of the California Civil Code. Contractor shall obtain all such permits, rights-of-way and easements at no cost to the District.

2.28.05. Pumping, draining and control of surface and ground water and excavating or other earthwork shall be carried out so as to avoid endangering the Work or adjacent facility or property, or interrupting, restricting or otherwise infringing or interfering with the use thereof. Contractor shall conform to the Code and applicable laws and regulations and shall obtain all permits necessary to perform grading or excavation or dispose of surface or ground water or excavated materials at the Site.

2.28.06. Contractor shall not load nor permit any part of any structure to be loaded in a manner that will endanger the structure, nor shall Contractor subject part of the Work or adjacent property to stresses or pressures that will endanger it.

2.28.07. Contractor shall assume full responsibility and shall promptly settle all claims for damage to areas within the Contract limits, or to adjoining areas or the owners or occupants thereof, resulting from the performance of the Work.

SECTION 2.29
of
GENERAL CONDITIONS

GUARANTEE

2.29.01 The Contractor shall guarantee that all materials and equipment furnished will be new unless otherwise specified.

2.29.02 The Contractor shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of acceptance by the Board of Directors of Owner. The Contractor warrants and guarantees for a period of one (1) year from the date of acceptance by the Board of Directors of Owner that the completed work is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reasons of such defects including the repairs of any damage to other parts of the work resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other Work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect throughout the guarantee period.

SECTION 2.31
of
GENERAL CONDITIONS

TAXES

2.31.01 The Contractor shall be responsible for paying all taxes applicable during the performance of the Work or portions thereof, whether or not said taxes were in effect on or increased after the date of Bid opening including, but not limited to, all sales, consumer, use and other similar taxes assessed by Federal, State or local authorities where the Work is performed.

2.31.02 The terms of these Contract Documents may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to these Contract Documents, the private party may be subjected to the payment of personal property taxes levied on such interest.

SECTION 2.32
of
GENERAL CONDITIONS

CONFLICT

2.32.01 SECTION NOT USED.

2.32.02 SECTION NOT USED.

SECTION 2.33
of
GENERAL CONDITIONS

RESIDENT PROJECT REPRESENTATIVE

2.33.01 The Engineer will furnish a Resident Project Representative and Assistants to assist the Engineer in carrying out his responsibilities at the Project sites. The duties, responsibilities, and limitations of authority of any such Resident Project Representative and Assistants are herein set forth.

2.33.02 The Resident Project Representative is the Engineer's agent and will act as directed by and under the supervision of the Engineer. He will confer with the Engineer regarding his actions. His dealings in matters pertaining to the on-site Work shall, in general, be only with the Engineer and the Contractor. His dealings with Subcontractors shall only be through or with the full knowledge of the Contractor or his superintendent. He will generally communicate with the Owner only through or as directed by the Engineer.

2.33.03 The duties and responsibilities of the Resident Project Representative will be as follows:

- a. Schedules - Review the progress schedule, schedule of Shop Drawing submissions, and schedule of values prepared by the Contractor and consult with the Engineer concerning their acceptability.
- b. Conferences - Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with the Engineer and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
- c. Liaison -
 - (1) Serve as the Engineer's liaison with the Contractor, working principally through the Contractor's superintendent and assist him in understanding the intent of the Contract Documents. Assist the Engineer in serving as Owner's liaison with the Contractor when Contractor's operations affect Owner's on-site operations.
 - (2) As requested by the Engineer, assist in obtaining from the Owner additional details or information, when required at the job site for proper execution of the Work.
 - (3) Alert the Contractor directly and through his superintendent, to the hazards involved in accepting or acting upon instructions from the Owner or others, except instructions transmitted through the Engineer or himself.

- d. SECTION NOT USED
- e. SECTION NOT USED
- f. Interpretation of Contract Documents - Transmit to the Contractor the Engineer's clarifications and interpretations of the Contract Documents.
- g. Modifications - Consider and evaluate the Contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to the Engineer.
- h. Records -
 - (1) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Agreement, the Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents.
 - (2) Keep a diary or logbook, recording hours on the job site, weather conditions, data related to questions of extras or deductions, list of visiting officials, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to the Engineer.
 - (3) Record names, addresses and telephone numbers of all the Contractors, Subcontractors, and major Suppliers of equipment and materials.
- i. Reports -
 - (1) Furnish Engineer periodic reports as required of progress of the Work and the Contractor's compliance with the approved progress schedule and schedule of Shop Drawing submissions.
 - (2) Consult with the Engineer in advance of scheduled major tests, inspections or start of important phases of the Work.
- j. Payment Requisitions - Review applications for payment with the Contractor for compliance with the established procedure for their submission and forward them with recommendations to the Engineer, noting particularly their relation to the schedule of values, Work completed and materials and equipment delivered at the site.
- k. Guarantees, Certificates, Maintenance and Operation Manuals - During the course of the Work, verify that guarantees, certificates, maintenance and operation manuals and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed; and deliver this material to the Engineer for his review and forwarding to the Owner prior to final acceptance of the Project.

1. Completion -

- (1) Before the Engineer issues a Certificate of Substantial Completion, submit to the Contractor a list of observed items requiring correction.
- (2) Conduct final inspection in the company of the Engineer, Owner and Contractor and prepare a final list of items to be corrected.
- (3) Verify that all items on the final list have been corrected and make recommendations to the Engineer concerning acceptance.

2.33.04 Except upon written instructions of the Engineer, the Resident Project Representative shall not:

- a. Authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
- b. Undertake any of the responsibilities of the Contractor, Subcontractors, or Contractor's superintendent.
- c. Expedite Work for the Contractor.
- d. Advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
- e. Advise on or issue directions as to safety precautions and programs in connection with the Work.
- f. Authorize the Owner to occupy the Project in whole or in part.
- g. Participate in specialized field or laboratory tests.

SECTION 2.34
of
GENERAL CONDITIONS

LEGAL RELATIONS AND RESPONSIBILITY

2.34.01 The Contractor shall keep himself fully informed of all existing and future State and Federal laws and all county and city ordinances and regulations which in any manner affect the conduct of the Work, and all of such orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency is discovered in the Contract Documents or Agreement for the Work in relation to any such law, ordinance, regulation, order or decree, he shall forthwith report the same to the Engineer in writing. He shall at all times observe and comply with and shall cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect, defend and indemnify the Owner, the Engineer, and all of its and their officers and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations and without giving notice to the Owner, the Contractor shall bear all costs arising therefrom.

The Contractor's attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of California and especially to Article 2 (Wages); and Article 3 (Working Hours).

- a. Wages to be paid for a day's work to all classes of laborers, workers, or mechanics on the work contemplated by the contract, shall be not less than the prevailing rate for a day's work in the same trade or occupation on the locality within the State where the work hereby contemplated is to be performed as determined by the State of California Director of Industrial Relations pursuant to his authority under Labor Code section 1720 et. seq. Each laborer, worker, or mechanic employed by a Contractor or by any Subcontractor shall receive the wages herein provided for. The Contractor shall pay up to two hundred (\$200.00) per day penalty for each worker paid less than the prevailing rate of per diem wages. The difference between the prevailing rate of per diem wages and the wage paid to each worker shall be paid by the Contractor to the worker. NOTE: an error on the part of the awarding body does not relieve the Contractor from responsibility for payment of the prevailing wage of per diem wages and penalties pursuant to Labor Code section 1720 – 1781 and 1813 – 1815.
- b. In accordance with Sections 1773.1 and 1773.8 of the Labor Code the Contractor shall pay travel and subsistence payments to each workman needed to execute the Work as such travel and subsistence payments are defined in the applicable collective bargaining assurances filed with the Department of Industrial Relations.
- c. Pursuant to Labor Code Section 1810 et. seq., it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.

- d. Pursuant to Labor Code Section 1813, it is stipulated hereby that the Contractor shall, as a penalty to the Owner, forfeit up to twenty-five (25) Dollars for each workman employed in the execution of this Contract by the Contractor or by any Subcontractor hereunder for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of 8 hours per day at not less than 1.5 times the base rate of pay (or 2 times base rate on Sunday/Holidays), in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2, of the Labor Code.
- e. The Contractor is responsible for compliance with Labor Code Section 1777.5 and the California Code of Regulations 230 – 230.2 for all apprenticeable occupations, whether employed by the Contractor or by the Subcontractors. Included in these requirements is the Contractor's requirement to provide notification to the appropriate apprenticeship committees, pay training fund contributions, utilize apprentices in a minimum ratio of not less than once apprentice for each five journeyman hours (unless an exception is granted in accordance with Labor Code 1777.5) and/or request for the dispatch of apprentices.

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

Willful violations of Section 1777.5 will result in a forfeiture of \$100.00 for each calendar day of noncompliance which shall be withheld from progress payments by Owner upon notice from the Department of Industrial Relations. (Labor Code 1777.7).

- f. Attention is directed to the provisions of Labor Code 1725.5 requiring all contractors and subcontractors who bid or work on a public works project to be registered with the Department of Industrial Relations (DIR) via its online portal: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm>

2.34.02 In the event of any legal or equitable proceeding to enforce the terms or conditions of this Agreement, the parties agree that venue shall be in the judicial district in which the office of the Owner is located.

2.34.03 If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

All clauses contained in the Contract Documents shall be interpreted in a manner, which renders them valid under applicable provisions of State, and Federal law where a consistent interpretation is possible.

2.34.04 In the event any arbitration proceeding, administrative proceeding or litigation in law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions or performance of this Agreement, the prevailing party shall be entitled to the award of a reasonable attorney's fee and the costs of the proceeding, which shall be determined by the Court or the presiding officer at the proceeding, authorized to make a determination of the issues at the hearing level, or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

If any party to this Agreement becomes a party to any litigation, administrative proceeding or arbitration concerning the enforcement or interpretation of the provisions of this Agreement or the performance of this Agreement by reason of any act or omission of another party or authorized representatives of another party to this Agreement and not by any act or omission of the party that becomes a party to that proceeding or any act or omission of its authorized representatives, the party that causes another party to become involved in the proceeding shall be liable to that party for reasonable attorney fees and costs of the proceeding incurred by that party in the proceeding. The award of reasonable attorney fees and costs shall be determined as provided above.

In the event opposing parties have each prevailed on one or more causes of action actually contested or admitted by pleadings or prehearing documents on file, the presiding officer may offset such fees and costs between prevailing parties after considering the necessity of the proceeding and the importance of the issue or issues upon which a party has prevailed.

2.34.05 It shall be the responsibility of the contractor to maintain an accurate payroll record showing the name, address, Social Security Number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each employee in accordance with Labor Code 1776, and to insure that each subcontractor on the project also complies with all provisions of Labor Code 1776 and this contract provision.

All payroll records shall be certified as accurate by the applicable contractor or subcontractor or its agent having authority over such matters.

The Contractor shall submit to the Agency's designated Labor Compliance Officer a copy of Certified Payroll Records as enumerated by Labor Code 1776 for the Contractor's, as well as Subcontractor's, employees working on the project work. The Agency shall make no payment to the Contractor until the certified records are received by the Agency's designated Labor Compliance Administrator/Department/Division. Each contractor performing work under contract shall keep an accurate payroll record, showing the name, address, social security number, work week, and the actual per diem wages to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work. Such records shall be certified and available for inspection at all reasonable hours at the principal place of the Contractor as required by Labor Code section 1776. Contractor and Subcontractor shall keep accurate project records such as Daily Logs and Reports and may be asked to provide copies of such records per the State of California Public Records Act, Government Code section 6250 – 6276.48. Pursuant to SB854, all public works contractors and subcontractors shall also furnish electronic certified payroll records directly to the Labor Commissioner. For all projects awarded on or after April 1, 2015, the contractors and

subcontractors must furnish electronic certified payroll records to the Labor Commissioner using the online portal: <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>

Records made available to the general public in accordance with the prior paragraph shall be marked or obliterated in such a manner that the name and address of the contractor and/or subcontractor and the name, address and telephone number of all employees do not appear on the modified records.

Contractor shall file a certified copy of any requested payroll records with the entity that requested such records within ten (10) days of the date a written request for payroll records has been received.

Failure of contractor to comply with any provision of this Section or Labor Code 1776 within ten (10) days of the date a written request for compliance is received shall result in a forfeiture of up to one hundred dollars (\$100.00) per calendar day or portion thereof, for each worker, until strict compliance is obtained. Upon notification by the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the Department of Industrial Relations, the Owner shall withhold penalties under this Section or Labor Code 1776 from the contractor's progress payments then due.

2.34.06 By entering into this contract or any subcontract pursuant to this contract, the Contractor and each Subcontractor who performs work or supplies goods, services or materials hereby offers and agrees to assign to the Owner all rights, title, and interest in and to all causes of action it may have under Federal or State Anti-Trust Law, including, but not limited to, any Anti-Trust action any of them may have under Section 4 of the Clayton Act (15 U.S.C. Sec 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, services or materials pursuant to this contract or any related subcontract. This assignment is made and becomes effective at the time the awarding body tenders final payment to the Contractor shall insure that a comparable provision is included in all subcontracts at all tier levels which are executed pursuant to this prime contract. Contractor shall have the rights set forth in Section 4553 and 4554 of the Public Contract Code.

SECTION 2.35
of
GENERAL CONDITIONS

REMOVAL, RELOCATION OR PROTECTION
OF EXISTING UTILITIES

2.35.01 SECTION NOT USED

2.35.02 SECTION NOT USED

2.35.03 SECTION NOT USED

2.35.04 SECTION NOT USED

2.35.05 SECTION NOT USED

SECTION 2.36
of
GENERAL CONDITIONS

ANTI-TRUST CLAIMS

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

SECTION 2.37
of
GENERAL CONDITIONS

TERMINATION FOR CONVENIENCE
OF OWNER OR UPON BREACH OF CONTRACT

2.37.01 The performance of work under this contract may be terminated by Owner in accordance with this clause in whole or from time to time in part whenever Owner or Owner's Representative determines that such termination is in the best interest of Owner. Any such termination shall be affected by delivery to Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, the date upon which the termination becomes effective, and the reason for the termination.

2.37.02 After receipt of a Notice of Termination, except as otherwise directed by Owner or Owner's Representative, Contractor shall:

- a. Stop work under the contract on the date and to the extent specified in the Notice of Termination,
- b. Place no further orders or subcontract for materials, services, or facilities, except as may be necessary for the completion of such portion of work under the contract as is not terminated,
- c. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination,
- d. Assign to Owner in the manner, at the times, and to the extent directed by Owner or Owner's Representative all of the right, title, and interest of Contractor under the orders and subcontracts terminated, in which case Owner shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts,
- e. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts to the extent Owner may require,
- f. Transfer title and deliver to Owner, in the manner, at the times, and to the extent, if any, directed by Owner (1) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of work terminated by the Notice of Termination and (2) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to Owner,
- g. Use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by Owner or Owner's Representative any property of the types referred to in f. above, provided Contractor (1) shall not be required to extend credit to any purchasers, and (2) may acquire any such property under the conditions prescribed by and at the prices approved by Owner or Owner's Representative. The proceeds of any such

transfer or disposition shall be applied in reduction of any payments to be made by Owner to Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as Owner or Owner's Representative may direct,

- h. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination to the satisfaction of Owner,
- i. Take such action as Owner or Owner's Representative may direct for the protection and preservation of the property related to this contract which is in the possession of Contractor and which the Owner has or may acquire an interest.

After receipt of a Notice of Termination, Contractor shall submit to Owner his termination claim, in the form and with certification prescribed by Owner or Owner's Representative. This claim shall be submitted promptly but in no event later than three (3) months from the effective date of termination, unless one or more extensions in writing are granted by the Owner or Owner's Representative upon Contractor's written request within such three (3) month period or any authorized extension of the three (3) month period. Owner may deny or grant the request for an extension of time as Owner may determine in its sole discretion. Owner's decision to grant or deny the extension shall be final and binding on all parties to this contract. Upon failure of Contractor to submit his termination claim within the time allowed, Owner or Owner's Representative may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of termination and shall thereupon pay to Contractor the amount so determined.

2.37.03 Contractor and Owner may agree upon the whole or any part of the amount paid to Contractor by reason of the total or partial termination of work pursuant to this clause provided an agreement, in writing, has been reached within three months following the date the termination notice has become effective.

In the event Contractor and Owner are unable to agree on the termination price, Owner shall pay to Contractor the amount determined by Owner or Owner's Representative, in its sole discretion, to be fair and equitable under the circumstances excluding amounts Owner and Contractor have agreed to in accordance with the terms of this section.

In no event shall Contractor be entitled to receive any amount upon termination of this contract which exceeds the total contract price reduced by the amount of payments otherwise made and further reduced by the contract price of work not terminated, by the fair value, as determined by Owner or Owner's Representative, in its sole discretion, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to Owner, by all unliquidated advances or other payments on account made to Contractor applicable to the terminated portion of the contract, by any claim which Owner may have against Contractor in connection with this contract, by the agreed price for, or the proceeds of sale of any materials, supplies, or other things acquired by Contractor or sold, pursuant to the provisions of this clause and not otherwise recovered or credited to Owner, and by estimated or actual costs to correct Contractor's work which Owner or Owner's Representative, in its sole discretion, determines to be defective. The decision of Owner or Owner's

Representative to determine the proper termination amounts shall be final and binding on all parties to this contract.

2.37.04 Unless otherwise provided for in this contract, Contractor shall, from the effective date of termination until the expiration of three years after final settlement under this Contract, preserve and make available to Owner at all reasonable times at the office of Contractor, and without charge of any kind to Owner, all Contractor's books, records, documents, and other evidence bearing on the costs and expenses of Contractor under this contract. For this purpose, Contractor specifically consents to allow Owner to receive such copies of Contractor's tax returns as Owner may deem necessary to verify Contractor's costs.

2.37.05 In the event Owner terminates the contract in whole or in part due to the failure of Contractor, its agents, servants, employees or subcontractors to perform any work in the time or manner designated in the contract documents, Owner shall immediately serve written notice of the Termination upon the surety and the Contractor, and the surety shall have the right to take over and perform the contract; provided, however, that if the surety within ten (10) days after the serving upon it of a notice of termination does not give the Owner written notice of his intention to take over and perform the contract or does not commence performance thereof within thirty (30) days from the date of serving said notice, the Owner may take over the work and prosecute the same to completion by contract or by any other method he may deem advisable for the account and at the expense of the Contractor, and his surety shall be liable to the Owner for any excess costs or other damages occasioned the Owner thereby, and in such event the Owner may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plants, and other property belonging to the Contractor that may be on the site of the work and be necessary therefor. For any portion of such work that the Owner elects to complete by furnishing his own employees, materials, tools and equipment, the Owner shall be compensated for such in accordance with the schedule of compensation for force account work in the article on payment for changes in the work.

2.37.06 In the event Owner terminates the contract as a result of a breach of any contract terms by Contractor, its agents, servants, employees or subcontractors, if the unpaid balance of the contract price exceeds the direct and indirect costs of completing the work, including, but not limited to, all costs to Owner arising from professional services and attorneys' fees and all costs generated to insure or bond the work of substituted contractors or subcontractors utilized to complete the work, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to the Owner promptly upon demand; on failure of Contractor to pay, the Surety shall pay on demand by Owner. Excessive costs not paid by Contractor or its Surety within thirty (30) days following the mailing of a demand for such costs by Owner shall earn interest at the rate of fifteen percent (15%) per annum or the maximum rate authorized by California law, whichever is lower.

SECTION 2.38
of
GENERAL CONDITIONS

SUPPLEMENTAL GENERAL CONDITIONS

2.38.01 Responsibility of Job Site Conditions

Contractor agrees that he shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property. This requirement shall apply continuously and not be limited to normal working hours. The Contractor shall defend, indemnify and hold the Owner and the Engineer harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting for liability arising from the sole negligence of the Owner or the Engineer.

2.38.02 Mediation and Arbitration of Claims

Pursuant to Public Contract Code Section 20104(c), the current provisions of Article 1.5 of Chapter 1 of Part 3 of the Public Contract Code (commencing with Section 20103.5) dealing with the mediation and arbitration of public works claims are incorporated herein and a copy of these provisions are attached to these General Conditions.

SECTION 2.39
of
GENERAL CONDITIONS

PUBLIC CONTRACT CODE SECTIONS
20103.5 – 20207.7

The following Public Contract Code Sections are included for information.

20103.5. In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

20104. (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount of payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

20104.2. For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within fifteen (15) days after receipt of the further documentation or within a period of time no greater than taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within fifteen (15) days of receipt of the local agency's response or within fifteen (15) days of the local agency's failure to respond within the time prescribed respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the local agency shall, within thirty (30) days, schedule a meet-and-confer conference for the purpose of resolving the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision

(a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

20104.4. The following procedures are established for all civil actions filed to resolve claims subject to this article.

(a) Within sixty (60) days, but no earlier than thirty (30) days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the fifteen (15) day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgement shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

20104.6. (a) No local agency shall fail to pay money as to any portion of a claim, which is undisputed except as, otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgement. The interest shall begin to accrue on the date the suit is filed in a court of law.

As stated in subdivision (c) of Section 20104, any contract entered into on or after January 1, 1991, which is subject to this article shall incorporate this article. To that end, these contracts shall be subject to this article even if this article is repealed pursuant to subdivision (a).

20207.7. Unless the amount involved in the purchase at any one time of any articles for which no contract has been entered into exceeds ten thousand dollars (\$10,000), the board may purchase the articles without the necessity of advertising or lettering contracts. Where the cost of any articles for which no contract has been entered into exceeds ten thousand dollars (\$10,000), the board shall advertise for sealed bids for furnishing the district the articles. In the matter of advertising, opening and accepting bids, and the letting of contracts, the board shall proceed in all respects in the manner and form provided in the case of contracts for annual supplies.

**AGREEMENT FOR ON-CALL WELL MAINTENANCE AND REPAIR SERVICES
BY INDEPENDENT CONTRACTOR
PROJECT DIR # _____**

THIS AGREEMENT FOR ON-CALL WELL MAINTENANCE AND REPAIR SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of **October 1, 2026**, by and between the MISSION SPRINGS WATER DISTRICT, a County Water District (“DISTRICT”) whose address is 66575 Second Street, Desert Hot Springs, CA 92240, California, and **Weber Water Resources**, a California corporation whose address is **1785 Container Circle, Riverside, CA 92509** (“CONTRACTOR”).

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. DISTRICT desires to engage CONTRACTOR to provide the following services: on-call well, booster, and related facility maintenance, repair, and emergency services on an as-needed basis; and

B. CONTRACTOR has made a proposal (“Proposal”) to the DISTRICT to provide such services, which Proposal is attached hereto as **Exhibit “A”** and incorporated herein by this reference; and

C. CONTRACTOR represents that it has examined and is fully familiar with all of the provisions of the Agreement; that it has satisfied itself as to the nature and location of all Services (defined below), the general and local conditions to be encountered in the performance of any Services, and all other matters which can in any way affect the Services or the cost thereof; and

D. CONTRACTOR agrees to provide such Services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to DISTRICT that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services; and

E. The parties acknowledge that some or all of the Services may constitute “public works” or “maintenance” under California Labor Code section 1720 et seq.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, DISTRICT and CONTRACTOR agree as follows:

1. **Term of Agreement.** This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate on **June 30, 2027**, unless

extended by the parties with the approval of the General Manager or Board of Directors of the DISTRICT.

2. Services to be Performed. CONTRACTOR agrees to provide on-call maintenance, repair, and emergency services (“Services”) as requested by DISTRICT and contained within the Proposal. All Services shall be authorized through written task orders (“Task Orders”) issued by the DISTRICT. Each Task Order shall describe the scope of work, schedule, and compensation. CONTRACTOR shall not perform any Services without prior written authorization from DISTRICT. CONTRACTOR designates Tim Plath as CONTRACTOR’S representative(s) responsible for overseeing the Services provided by CONTRACTOR. DISTRICT designates the District General Manager, or his or her designee, to act as the Project Manager (“Project Manager”) in connection with the delivery of Services under this Agreement. CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and supplies necessary to perform Services.

2.01. Task Orders. DISTRICT shall issue Task Orders on an as-needed basis. For each Task Order, CONTRACTOR shall submit a written cost proposal, which shall include, at a minimum, labor, materials, subcontractors, and a proposed schedule for completion. No Task Order shall be binding, and CONTRACTOR shall not commence any work thereunder, unless and until the Task Order has been approved in writing by the DISTRICT. DISTRICT makes no representation or guarantee that CONTRACTOR will receive any minimum amount of work under this Agreement.

2.02. In addition to the requirements set forth in this Agreement, all Services performed pursuant to any Task Order shall be subject to, and CONTRACTOR shall comply with, the General Conditions, Special Conditions, and bond requirements applicable to the Work. The General Conditions and Special Conditions are attached hereto as Exhibit “C” and incorporated herein by this reference.

Each Task Order issued under this Agreement shall expressly incorporate the terms of this Agreement and Exhibit “C”. Additionally, CONTRACTOR agrees that all work performed under any Task Order shall be governed by, and performed in accordance with, such provisions, whether or not expressly restated in the Task Order.

Without limiting the foregoing, CONTRACTOR shall comply with all requirements relating to performance bonds, payment bonds, maintenance bonds, and any other security required by the DISTRICT pursuant to Section 12 of this Agreement. In the event of any conflict between the terms of a Task Order and the General Conditions, Special Conditions, or bond requirements, the more stringent provision, as determined by DISTRICT, shall control.

3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’S sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the prior written consent of DISTRICT. CONTRACTOR shall require all subcontractors to comply with all applicable provisions of this Agreement, including prevailing wage, insurance, and indemnity obligations.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the DISTRICT. This Agreement is a time-and-materials, on-call contract. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by DISTRICT to CONTRACTOR under this Agreement shall not exceed the amount of \$200,000.00. Each Task Order issued pursuant to this Agreement may include its own not-to-exceed amount, which shall not be exceeded without prior written approval of the DISTRICT.

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the DISTRICT, in writing. CONTRACTOR shall not exceed any not-to-exceed amount established in an approved Task Order without the prior written approval of the DISTRICT.

4.03 CONTRACTOR shall submit to DISTRICT, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. Invoices shall reference the applicable Task Order. DISTRICT may withhold payment for: (i) defective work, (ii) non-compliance with prevailing wage laws, or (iii) incomplete or unauthorized work. The DISTRICT shall not be obligated to pay any invoice for services that are submitted more than sixty (60) days after the date such services were provided. DISTRICT shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to DISTRICT's:

- a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If DISTRICT determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, DISTRICT shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, DISTRICT shall pay such invoice within thirty (30) days of its receipt, or as reasonably soon after required certified payroll information is submitted to the DISTRICT, if applicable. Should DISTRICT dispute any portion of any invoice, DISTRICT shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

4.05 DISTRICT may withhold retention from progress payments on a Task Order basis where appropriate. Retention shall not exceed five percent (5%) of the amount payable under the applicable Task Order, unless a higher percentage is permitted by

applicable law. Retention shall be released upon satisfactory completion and acceptance of the applicable Task Order, and if a Notice of Completion is recorded for such Task Order, in accordance with applicable law governing the release of retention. Retention, if any, shall be administered separately for each Task Order.

4.06 Stop Notices. CONTRACTOR acknowledges that DISTRICT may withhold funds otherwise due or to become due to CONTRACTOR in response to any stop notice, bonded stop notice, or other lawful claim made in accordance with California Civil Code. DISTRICT shall be entitled to withhold such amounts as required by law or as reasonably necessary to satisfy such claim. CONTRACTOR shall be solely responsible for resolving any such claim, and DISTRICT shall have no obligation to make payment to CONTRACTOR for amounts subject to such withholding until the claim is released, discharged, or otherwise resolved to the satisfaction of DISTRICT in accordance with applicable law.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. All Services shall be performed in accordance with applicable industry standards and in a good and workmanlike manner. In the event that the terms of the Proposal shall conflict with the terms of this Agreement or contain additional terms that purport to bind the DISTRICT other than for the Services to be rendered and the hourly rate for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers. CONTRACTOR shall perform the Services subject to the direction, control, and approval of DISTRICT as set forth in this Agreement and applicable Task Orders.

5.03 CONTRACTOR shall keep DISTRICT informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by DISTRICT, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend, and hold harmless DISTRICT for any claims, costs, losses, fees, penalties, interest, or damages suffered by DISTRICT resulting from CONTRACTOR's failure to comply with this provision.

5.05 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event DISTRICT is required to obtain an approval or permit

from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.06 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.07 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPERS retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the DISTRICT and shall be subject to the DISTRICT's advance written approval.

5.08 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.09 CONTRACTOR shall keep itself informed concerning and shall render all Services hereunder in accordance with all ordinances, resolutions, statutes, rule, and regulations of the DISTRICT and any federal, state or local governmental entity having jurisdiction in effect at the time service is rendered.

5.10 In the performance of this Agreement the CONTRACTOR shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply. DISTRICT shall have the right to suspend all or any portion of the Services upon written or verbal notice if DISTRICT reasonably determines that unsafe conditions or non-compliance with applicable laws or regulations exists. CONTRACTOR shall promptly correct any such conditions at its sole cost and expense. Any delay or cost resulting from such suspension attributable to CONTRACTOR'S failure to comply with this Section shall be borne solely by CONTRACTOR.

5.11 By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (i) has thoroughly investigated and considered the scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of Services hereunder. Should the CONTRACTOR discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder,

CONTRACTOR shall immediately inform the DISTRICT of such fact and shall not proceed except at CONTRACTOR's sole risk until written instructions are received from the Project Manager.

CONTRACTOR warrants all Services shall be performed in a good and workmanlike manner, in accordance with applicable industry standards, and shall be free from defective or faulty workmanship and materials. CONTRACTOR agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Services, whichever is later) after the date of final acceptance, CONTRACTOR shall within ten (10) days after being notified in writing by the DISTRICT of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at CONTRACTOR's sole cost and expense. CONTRACTOR shall act sooner as requested by the DISTRICT in response to an emergency. In addition, CONTRACTOR shall, at its sole cost and expense, repair and replace any portions of the Services (or work of other contractors) damaged by CONTRACTOR's defective Services or which becomes damaged in the course of repairing or replacing defective Services. For any Services so corrected, CONTRACTOR's obligation hereunder to correct defective Services shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Services. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of CONTRACTOR.

In the event that CONTRACTOR fails to fulfil its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the DISTRICT, the DISTRICT shall have the right to correct and replace any defective or non-conforming Services and any work damaged by such services or the replacement or correction thereof at CONTRACTOR's sole expense. CONTRACTOR shall be obligated to fully reimburse the DISTRICT for any expenses incurred hereunder upon demand. This provision may be waived if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

Payment to CONTRACTOR for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by CONTRACTOR.

5.12 Time is of the essence with respect to each Task Order issued under this Agreement.

5.13 CONTRACTOR shall be available on a 24-hour basis and shall respond to emergency service requests within two (2) hours unless otherwise approved by DISTRICT.

6. Insurance.

CONTRACTOR shall procure and maintain for the duration of this Agreement the following insurance coverage relating to the services provided under this Agreement by the

CONTRACTOR.

a. Commercial General Liability (CGL) - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to DISTRICT), or the general aggregate limit shall be twice the required occurrence limit.

b. Automobile Liability - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if CONTRACTOR has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.

c. Workers' Compensation Insurance - as required by the State of California, with statutory limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

d. Verification of Coverage – CONTRACTOR shall furnish the DISTRICT with certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause copies of which are attached hereto as **Exhibit "B"**. All certificates and endorsements are to be received and approved by the DISTRICT before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages. CONTRACTOR shall provide new certificates of insurance prior to the expiration of any existing certificate of insurance.

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

f. Required Provisions –

- Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the DISTRICT.

- CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein and provide proof of such insurance to DISTRICT, if requested. CONTRACTOR shall ensure that DISTRICT its directors, officers, employees, contractors, subcontractors and authorized volunteers are an additional insured on Commercial General Liability Coverage (at least as broad as ISO Form CG 20 10 10 01). CONTRACTOR shall

provide certificates of insurance to DISTRICT as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by DISTRICT's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with DISTRICT at all times during the term of this contract. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time

- **Waiver of Subrogation:** The insurer(s) shall agree to waive all rights of subrogation against the DISTRICT, its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of the policy which arise from work performed by the named insured for the DISTRICT; but this provision applies regardless of whether or not the DISTRICT has received a waiver of subrogation from the insurer. Sole proprietors with no employees, LLCs, or partnerships who do not carry workers' compensation acknowledge that they are not subject to the Workers' Compensation Act of the State of California and agree to complete a signed workers compensation exemption form.

- The liability coverage shall give DISTRICT, its directors, officers, employees (collectively the DISTRICT), and authorized volunteers insured status (via ISO endorsement at least as broad as CG 20 10 10 01 or CG 20 10 07 04 specifically naming the DISTRICT, its directors, officers, employees, or authorized volunteers; or using the language that states "as required by written contract."

- **Primary Coverage:** For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 with respects to DISTRICT, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by DISTRICT, DISTRICT's directors, officers, employees and authorized volunteers shall be excess of the CONTRATOR's insurance and shall not contribute with it.

- All coverage is to be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent.

- The coverage shall contain no special limitations on the scope of protection afforded to DISTRICT, its directors, officers, employees, or authorized volunteers. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

- If any of the required coverages expire or are cancelled during the term of this agreement, the CONTRACTOR shall deliver the renewal certificate(s) to DISTRICT at least ten (10) days prior to the expiration or cancellation date and shall obtain replacement insurance with the same coverage prior to such expiration.

- Self-Insurance is not acceptable or permitted for any insurance coverage required under this Agreement.

- Self-Insured Retentions - Self-insured retentions must be declared to and approved by the DISTRICT in writing. The DISTRICT may require the CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or DISTRICT.

7. Indemnification.

7.01 CONTRACTOR and DISTRICT agree that DISTRICT, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to DISTRICT. CONTRACTOR acknowledges that DISTRICT would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect DISTRICT as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless DISTRICT, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by DISTRICT, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of DISTRICT. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by DISTRICT.

b. Without affecting the rights of DISTRICT under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless DISTRICT as set forth above for liability attributable solely to the fault of DISTRICT, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

8. Additional Services, Changes and Deletions.

8.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the Project Manager of the DISTRICT, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the

scope of this Agreement or authorized by the DISTRICT in writing.

8.02 CONTRACTOR shall promptly advise the Project Manager and as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the DISTRICT and/or Board of Directors.

9. Termination of Agreement.

9.01 Notwithstanding any other provision of this Agreement, DISTRICT, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving thirty (30) days' written notice to CONTRACTOR.

9.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to DISTRICT all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to DISTRICT.

10. Status of CONTRACTOR.

10.01 CONTRACTOR shall perform the Services as an independent contractor, subject to the direction and requirements of this Agreement and applicable Task Orders. CONTRACTOR shall regularly confer with DISTRICT's Project Manager as provided for in this Agreement.

10.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to DISTRICT's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. Furthermore, CONTRACTOR expressly waives any claim CONTRACTOR may have to any such rights. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

10.03 CONTRACTOR hereby specifically represents and warrants to DISTRICT that it possesses the qualifications, experience, personnel, and resources necessary to perform the Services under this Agreement in a competent and workmanlike manner, without the advice or direction of DISTRICT and that the Services to be rendered pursuant to this Agreement shall be performed faithfully, competently and to the best of CONTRACTOR'S ability, experience and talent. CONTRACTOR covenants that it shall follow the standards set forth in this Agreement, including Section 5.01, and that all materials and workmanship shall be of good quality and fit for their intended purpose. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to

this Agreement.

10.04 Prevailing Wages.

A. To the extent applicable, each Task Order is subject to the State of California "Prevailing Wage Rates". Each applicable Task Order is subject to the requirements of California Labor Code Section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. In accordance with provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes applicable to the particular craft, classification, or type of workers employed on the work. The wage determinations shall be included in the Proposal. All pertinent wage determinations shall be posted on the jobsite. If federal funding is included in the project, the higher of the State and Federal wage rates shall be used.

B. Pursuant to Labor Code sections 1725.5 and 1771.1, no contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations (DIR) as a Public Works Contractor for contracts awarded on/after April 1, 2015. General Contractors shall ensure all subcontractors executing work under the contract are properly registered with DIR and maintain active registration throughout the duration of the Project. All public works contractors and subcontractors to furnish Certified Payrolls and related records to the Agency's representative and shall also furnish electronic certified payroll records directly to the Labor Commissioner using the DLSE's online portal.

C. As a condition of payment, CONTRACTOR shall timely submit all required certified payroll records and related documentation. DISTRICT may withhold any portion of a payment, including the full amount, if CONTRACTOR fails to comply with prevailing wage or DIR requirements.

D. CONTRACTOR shall comply with all applicable apprenticeship requirements set forth in California Labor Code sections 1777.5 and 1777.6, including the employment of properly registered apprentices and payment of required apprenticeship contributions. CONTRACTOR shall ensure that all subcontractors also comply with such requirements. CONTRACTOR shall maintain and submit all required apprenticeship documentation upon request. DISTRICT may withhold payments or take other appropriate action for failure to comply with this Section.

10.05 CONTRACTOR shall comply with the provisions of the Labor Code of the State of California. CONTRACTOR shall defend, indemnify and hold the DISTRICT, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with applicable prevailing wage laws.

10.06 CONTRACTOR shall have no authority to bind DISTRICT in any manner,

or to incur any obligation, debt or liability of any kind on behalf of or against DISTRICT, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by DISTRICT. CONTRACTOR shall not at any time or in any manner represent that CONTRACTOR or any of CONTRACTOR's officers, employees, or agents are in any manner officials, officers, employees or agents of DISTRICT.

11. Ownership of Documents; Audit.

11.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the DISTRICT shall become the sole property of DISTRICT, and CONTRACTOR shall promptly deliver all such materials to DISTRICT upon request. At DISTRICT's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to DISTRICT upon request, at no cost to DISTRICT.

11.02 Subject to applicable federal and state laws, rules and regulations, DISTRICT shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not use such data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of DISTRICT.

11.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all-time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid, and expenses reimbursed. At any time during normal business hours and as often as DISTRICT may deem necessary, CONTRACTOR shall make available to DISTRICT's agents for examination all of such records and shall permit DISTRICT's agents to audit, examine and reproduce such records.

12. Bond Requirements.

12.01 Purpose. This Section sets forth bonding and related security requirements applicable to the on-call and emergency well, booster, and monitoring well maintenance and repair services to be performed by CONTRACTOR on an as-needed, time-and-materials basis under this Agreement. For purposes of this section, "Surety" means an admitted surety insurer authorized to transact surety business in the State of California. Each bond shall be issued by a Surety admitted in California and acceptable to DISTRICT and shall be on DISTRICT'S then-current bond forms and shall not be subject to any condition, limitation, or modification not expressly approved in writing by DISTRICT. CONTRACTOR shall pay all premiums and costs for required bonds. Bonds are in addition to, and not in limitation of, any other security, insurance, indemnity, or remedy available

to DISTRICT under this Agreement or applicable law.

12.02 Condition Precedent to Work; Delivery of Bonds. As a condition precedent to CONTRACTOR'S commencement of any Services, CONTRACTOR shall deliver to DISTRICT, in form and substance acceptable to DISTRICT, the bonds described in this Section, duly executed by CONTRACTOR as principal and by a Surety. DISTRICT may withhold issuance of any Task Order until all required bonds are received and approved. In the event of emergency Services requiring immediate response to protect public health, safety, or continuity of water operations, DISTRICT may authorize CONTRACTOR to proceed prior to delivery of bonds; provided, however, that CONTRACTOR shall deliver all required bonds within five (5) business days of such authorization, or as otherwise directed by DISTRICT. Failure to timely provide such bonds shall constitute a material breach.

12.03 Performance Bond. CONTRACTOR shall furnish a performance bond guaranteeing faithful performance of all obligations under this Agreement, including completion of all Services authorized by Task Orders issued during the term, in a penal sum equal to one hundred percent (100%) of the total not-to-exceed amount established under this Agreement (the "Performance Bond"). The Performance Bond shall also apply to and secure the performance of all authorized change orders, amendments, and modifications to any Task Order, including increases in scope, time, or compensation. In the event of emergency Services performed prior to issuance of a Task Order or formal amendment, the Performance Bond shall be deemed to apply to such Services once the associated Task Order or written authorization is issued, including any retroactive approvals. The Performance Bond shall remain in full force and effect through final completion and acceptance of all Services authorized under the applicable Task Order and satisfaction of all CONTRACTOR obligations that survive completion (including warranty and indemnity obligations to the extent applicable).

12.04 Payment Bond. CONTRACTOR shall furnish a payment bond guaranteeing payment in full for all labor, services, equipment, and materials furnished for the Services, in a penal sum equal to one hundred percent (100%) of the total not-to-exceed amount (the "Payment Bond"). The Payment Bond shall extend to all labor, materials, and services furnished pursuant to authorized change orders, amendments, and modifications to any Task Order. The Payment Bond shall further apply to emergency Services authorized by DISTRICT, including work performed prior to formal Task Order issuance, provided such work is subsequently documented and approved in writing. The Payment Bond shall be conditioned as required by applicable California law for public works and shall inure to the benefit of claimants as defined by law.

12.05 Maintenance Bond. CONTRACTOR shall furnish a maintenance bond guaranteeing the correction of defective work and warranty obligations arising under this Agreement in a penal sum equal to one hundred percent (100%) of the total not-to-exceed contract amount established under this Agreement (the "Maintenance Bond"). The Maintenance Bond shall remain in effect for the duration of the warranty period set forth in the Maintenance Bond, or such longer period as may be required by applicable law or

manufacturer warranty requirements.

12.06 Maintenance of Bonds. CONTRACTOR shall maintain all required bonds continuously in effect. If any bond is canceled, expires, is materially modified, or becomes insufficient due to an increase in the Task Order's not-to-exceed amount, CONTRACTOR shall immediately notify DISTRICT and, within five (5) business days (or sooner if required to avoid any lapse), deliver replacement or supplemental bonds meeting this Section. Failure to provide or maintain required bonds constitutes a material breach. In addition to any other remedies, DISTRICT may (a) suspend Services, (b) withhold payments otherwise due, and/or (c) terminate this Agreement for default, without waiving any rights against CONTRACTOR or the Surety.

12.07 Notice of Completion. If DISTRICT elects to record a Notice of Completion for any Task Order, final payment, including any retained funds applicable to such Task Order, shall be made in accordance with Section 4.05 of this Agreement, and if a Notice of Completion is recorded, not earlier than thirty-five (35) days after such recordation, as required by applicable law. DISTRICT shall have discretion to determine whether a Notice of Completion is appropriate for a given Task Order, consistent with applicable law and DISTRICT's administrative practices. CONTRACTOR shall cooperate with DISTRICT and promptly provide such information and documentation as may be reasonably required for the preparation and recordation of any Notice of Completion.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for DISTRICT and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of DISTRICT. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with DISTRICT if required by California law and/or the DISTRICT's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County

of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The parties agree that the venue in any litigation between them shall be in Riverside County, California.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the DISTRICT relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the DISTRICT may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the DISTRICT in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by DISTRICT. The DISTRICT, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the DISTRICT with respect to the proposal and award process of this Agreement or any DISTRICT contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any DISTRICT contract has been awarded. CONTRACTOR shall immediately report any attempt by any DISTRICT officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

13.09 Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

13.10 Covenant Against Discrimination. CONTRACTOR covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. CONTRACTOR shall take affirmative action to ensure that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

13.11 Force Majeure. Neither party will be deemed in breach hereunder for any interruption or delay in the performance of its obligations hereunder if the interruption or delay is due to unforeseen events which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, pandemics, or natural disasters, insofar as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or avoid it at a reasonable cost.

13.12 Confidentiality. All information gained or work product produced by CONTRACTOR in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to CONTRACTOR. CONTRACTOR shall not release or disclose any such information or work product to persons or entities other than DISTRICT without prior written authorization from the District General Manager.

CONTRACTOR, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the DISTRICT's Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided CONTRACTOR gives DISTRICT notice of such court order or subpoena.

If CONTRACTOR, or any officer, employee, agent or subcontractor of CONTRACTOR, provides any information or work product in violation of this Agreement, then DISTRICT shall have the right to reimbursement and indemnity from CONTRACTOR for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of CONTRACTOR's conduct.

CONTRACTOR shall promptly notify DISTRICT should CONTRACTOR, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. DISTRICT retains the right, but has no obligation, to represent CONTRACTOR or be present at any deposition, hearing or similar proceeding. CONTRACTOR agrees to cooperate fully with DISTRICT and to provide DISTRICT with the opportunity to review any response to discovery requests provided by CONTRACTOR. However, this right to review any such response does not imply or mean the right by DISTRICT to control, direct, or rewrite said response.

13.13 Waiver. Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by DISTRICT of any work or Services by CONTRACTOR shall not constitute a waiver of any of the provisions of this Agreement.

No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

13.14 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

13.15 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purpose of this Agreement.

13.16 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

13.17 Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified neither party shall be responsible for the service of the other.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above written.

DISTRICT:

CONTRACTOR:

MISSION SPRINGS WATER DISTRICT

WEBER WATER RESOURCES

By: _____

By: _____

Print
Name _____

Print
Name _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT “A”

PROPOSAL

(insert behind this page)



May 29, 2026

Dear Prospective Client:

Ongoing maintenance, well and pump repairs are a critical requirement for each of our clients and an excellent opportunity to combine two of Weber Water Resources greatest strengths — 1) well rehabilitation and 2) pump repair and installation.

In addition to completing multiple projects for various municipalities, industrial and agriculture customers, Weber Water Resources has also completed numerous on-call contracts that entail the maintenance and service of water facilities.

Well Maintenance and Repairs: Weber Water Resources has experience completing water services projects throughout the Southwest United States. Our ability to self-perform a substantial portion of all projects ensures the project transitions seamlessly from design to completion, while staying on schedule, with a superior level of quality. We are known for our problem-solving abilities and work closely with every client to ensure each project is collaborative and cost-effective.

Weber Water Resources is highly experienced in handling a variety of types of services and sizes of projects.

Experienced Project Team: Each team member has the necessary experience to make each project a success for everyone. Our team's expertise on various projects, combined with our innovative design methods, will ensure outstanding responsiveness and quality work on every project.



Your contact for this RFP:

Jose Villanueva
Weber Water Resources
1785 Container Circle
Jurupa Valley, CA 92509
(909) 383-5837
jvillanueva@weberwaterresources.com

Find enclosed Weber Water Resources' response to Mission Springs Water District's (MSWD) Request for Proposal for On-Call Well Maintenance and Repair Services.

Weber Water Resources has the assets to perform this project fully, effectively, safely, and on time. Weber Water Resources CA, LLC can meet the requirements of the RFP and intends on entering MSWD's professional services agreement without any modifications or amendments.

This proposal is valid for 90 days from the date of receipt.

Thank you in advance for your consideration to our response to your Request for Proposal. We look forward in further discussions concerning this project.

Sincerely,
Weber Water Resources

JVillanueva

Jose Villanueva
Vice President of Operations
Weber Water Resources CA, LLC



Request for Proposal
Mission Springs Water District – On-Call Maintenance and Repair Services
May 29, 2026

Project Understanding

Mission Springs Water District (MSWD) is seeking qualified pump and water well contractors to perform activities associated with the maintenance and repair of MSWD's infrastructure, primarily water wells, well pumps and booster pump stations, necessary to provide consistent, quality, safe, reliable product and timely, effective service to their clients.

Weber Water Resources understands MSWD's need to have these resources available when needed, whether it is an emergency repair or routine maintenance. Having pre-selected, qualified contractors to perform this work, as well as defining procedures, processes and pricing, helps to streamline the processes and expedite the work, to meet MSWD's goals.

Additionally, the RFP defines expectations, standards and clarifications to assist with contractual obligations, payment, warranty terms as well as expected performance and results.

Weber Water Resources has decades of experience with similar contracts, serving many municipalities, water districts and industries throughout the southwest, including Arizona and California. We understand the need to effect timely, effective, quality repairs, minimizing down time and out-of-service water supply infrastructure while supplying MSWD with cost-effective results

Weber Water Resources has the equipment, facilities, personnel and support staff to effectively administer, manage and perform work under this RFP. We welcome the opportunity to further discuss the opportunities with Mission Springs Water District.

Best Regards,
Weber Water Resources

JVillanueva

Jose Villanueva
Vice President of Operations
Weber Water Resources CA, LLC

Weber Water Resources
1785 Container Circle
Jurupa Valley, CA 92509
(909) 383-5837
www.weberwaterresources.com



WEBER ADVANTAGE

Weber Water Resources has been providing the widest range of water resource solutions with the lowest risk to clients for over a century. Weber is able to partner with public and private clients to achieve the most desirable results possible.

WHY WEBER

When problems are present, solutions are what Weber Water Resources provides. Our unique approach to handling our clientele's needs is showcased through our project manager's availability to develop a personal relationship with each client to better understand the needs and scope of each project. A plan tailored to deliver maximum results is overseen by our project managers from inception to completion.

With a state-of-the-art database to track essential components of your water system infrastructure. Documented quality control processes and over 1400 hours annually of continual education among staff, Weber Water Resources truly provides solutions in the water resource industry at the lowest risk possible.

MARKETS

With over 100 years in the industry, Weber Water Resources has been providing a wide range of water resource solutions to respond to the unique needs of both public and private clients. Weber Water Resources provides services to a variety of market segments, recognizing that each market has unique needs to be addressed. Weber's specific processes are tailored to each of these segments, enabling the end user to reap maximum results.

- Municipal
- Industrial
- Agricultural
- Wastewater
- Mining



WHAT WE DO

Weber Water Resources has the capabilities to serve the municipal, industrial, agricultural, turf, golf, wastewater and mining markets with multiple service offerings from simple single phase pump diagnostics to the construction of Ion Exchange Arsenic Removal Systems, our superior problem-solving ability delivers results.

SERVICES

*Well Pump Service	*Vertical Turbine (Line Shaft/Submersible)
*Preventative Maintenance	*Aquifer Testing
*Well Video Surveys	*Well Rehabilitation
*Brush and Bail	*Chemical Treatment
*Airlifting/Jetting	*Zonal Targeted Pumping
*Well Drilling	*Well Modifications
*Well Abandonment	*New Well Construction
*Booster Pump Service	*New Station Installation
*Station Retrofits and Upgrades	*Electrical Services
*Motor Rewinds	*Diagnostics

LICENSES:

A General Engineering

Contractors' License:	970199	
Classifications:	C-57 C61/D21 A C10	
DIR #:	1000006548	
E-Mod Rating (2026)	.85	
Paid, Active or Pending Litigation for the past five (5) years:	NONE	



Key Personnel:

Marty Weber, Chief Executive Officer:

Professional individual offering extensive knowledge in the water resource industry with the ability to problem solve, coordinate, delegate and manage projects and resources effectively. Eighteen years of field and management experience in cable tool, hollow stem auger and rotary drilling, and pump installations. Eight years of field experience includes new well installation and design, pump repairs, well abandonments, acidization, cementing and various rehabilitation procedures. Ten years of management experience, initially directing all of operations, and now CEO. Certifications/Licenses: Contractors License's in Arizona, California, and Nevada, Well Drillers Licenses in California, Arizona and Utah.

Tim Plath, General Manager/Drilling Manager:

Tim has worked in the water resource Industry for the past 15 years. He specializes in maximizing the efficiency of wells. The vast experience Tim has with well rehabilitation, pump design and test pumping allows him to use that knowledge to provide the greatest cost/benefit solution to the customer. Tim has managed projects ranging from pump maintenance clients, complete well sites that included drilling a new well, equipping the well and site construction. Tim works with customers every step of the way to ensure their project goals are met.

Jose Villanueva, Vice President – Operations (CA):

Jose started his career at Weber Water Resources 16 years ago as a helper on a cable tool rig. Jose was motivated and determined to become a Cable Tool rig operator and with the Weber training provided, Jose became one of the organizations best Operators performing well drilling, well modification, chemical rehabilitations, brush/bailing, airlifting, and liner installations. In addition to the Cable Tool rig, Jose operates a pump rig and can perform aquifer testing.



His wide range of field experience and dedication to perform work efficiently and safely has allowed him to successfully manage personnel and projects. Well rehabilitation and repair projects have been a substantial part of Jose's work with Weber Water Resources.

Tony McBee, Senior Technical Advisor/Project Manager:

Tony's experience spans over 30 years in the water and wastewater industry. His experience with pumping plant equipment includes installation of new equipment, repair of existing equipment, applications and engineering, design-build and project management primarily in deep-well, booster and process equipment applications. Through his experience, he has worked with numerous engineering firms, pump manufacturers' engineers and technicians building long-standing relationships with several municipal and industrial clients.

Weber Water Resources employs nearly 100 team members in three locations in California and Arizona, including operators (pump rig, drill rig, cable tool rig), rig laborers, field laborers, crane operators, well test technicians, field service and troubleshooting as well as shop mechanics, machinists and welders,

In addition to our employees, Weber has the assets to support our work activities, including rotary drill rigs, cable tool rigs, pump rigs and hoists, mobile cranes, service trucks, welders, compressors, and tooling (well tools, brushes, bailers, swabs, perforators). Each of our locations has a fully equipped machine shop.

Our employees receive annual training and updates with an emphasis on the technical and safety components of their work and regulatory compliance. Weber has the resources to complete work on schedule in an effective, efficient, timely and safe manner.



Weber Water Resources has performed similar projects for several of our clients over the past year and have the resources and assets to complete projects effectively and on time. In addition to our Weber team members, other assets available to perform this work include:

➤ Pump Rig w/ Spudder	11 each
➤ Cable Tool Rig	8 each
➤ Rotary Drill Rig w/ Ancillary Equipment	4 each
➤ Mobile Cranes	8 each
➤ Service Trucks	6 each
➤ Video Van	1 each
➤ Chemical Safety Trailer	1 each
➤ Well Test/Rental Bowls	25+ each
➤ Self-Contained Variable Frequency Drives	2 each
➤ Portable Starting Equipment	15 each
➤ Fully Equipped Machine Shop	3 each

These projects, with reference contact, would include the following. Note all projects were completed within the anticipated schedule of the project:

- Elsinore Valley Municipal Water District
Terra Cotta Well and Pump Rehabilitation
Jesus Gastelum/951-710-4041
Contract Value: \$950,000/95% Self-Performed
Specific Capacity Increase: >18%
- Santa Clarita Valley Water Agency
Saugus Well 2 Well and Pump Rehabilitation
Ryan Bye/661-753-7113
Contract Value: \$1,400,000/95% Self-Performed
Specific Capacity Increase: 22%
- California American Water
Garza 3 Well and Pump Rehabilitation (35% increase to specific capacity)
LL5 Well and Pump Rehabilitation (15% increase to specific capacity)
Rancho Canada Well and Pump Rehabilitation (5% increase to specific capacity)
Scott Ottmar/831-646-3290
Contract Value: \$540,000 (Combined)/100% Self-Performed



- Corona DPW
Well 14 Rehabilitation
Jim Thurber/714-745-4999
Contract Value: \$884,400
- Elsinore Valley Municipal Water District
Terra Cotta Well Rehabilitation
GeoScience Engineers- Robert Sia/919-817-6303
Contract Value: \$875,000

Public Works Contractor Registration Certification

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or entered into a contract to perform public work must be registered with the Department of Industrial Relations (DIR). See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the DIR to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the DIR.

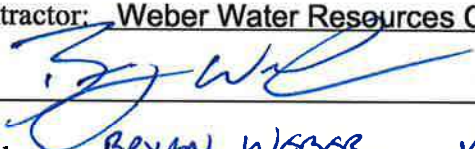
Name of Contractor: Weber Water Resources CA LLC

DIR Registration Number: 1000006548

Contractor further acknowledges:

1. Contractor shall maintain a current DIR registration for the duration of the project.
2. Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor: Weber Water Resources CA LLC

Signature: 

Name and Title: BRYAN WEBER VP SALES

Date: 5/29/20

EXHIBIT G

SCHEDULE OF VALUES (COST PROPOSAL)

Please attach company rate sheets for items not listed below.

1. The Contractor agrees that for requested and/or required changes in the scope of work, including additions and deletions on work not performed, the Contract Sum shall be adjusted in accordance with the following unit prices, where MSWD elects to use this method in determining costs.
2. The unit price quoted by the Contractor shall be those unit prices that will be charged or credited for labor be provided regardless of the total number units and/or amount of labor required for added or deleted items of work.
3. All work shall be performed in accordance with the specifications described in the RFP.

Table 1: Billing Schedule and Hourly Rates

Pulling & Installation		
Description	Rate	After-Hours/Emergency Hourly Rate*
Mobilization and demobilization	\$ 2,500.00 Lump Sum	\$ 3,000.00 Lump Sum
Two (2) men, rig and service truck	\$ 500.00 /hour	\$ 750.00 /hour
Two (2) man crew and smeal pump rig	\$ 500.00 /hour	\$ 750.00 /hour
Two (2) man crew and development rig	\$ 500.00 /hour	\$ 750.00 /hour
Three (3) man crew and "A" frame pump rig	\$ 600.00 /hour	\$ 900.00 /hour
Each additional employee	\$ 150.00 /hour	\$ 225.00 /hour
Crane		
Description	Rate	After-Hours/Emergency Hourly Rate*
50 ton with one (1) man	\$ 475.00 /hour	\$ 600.00 /hour
One (1) man crew, Service support rig for 50 ton crane	\$ 150.00 /hour	\$ 225.00 /hour
Rotary Crane		
Description	Rate	After-Hours/Emergency Hourly Rate*
One (1) man and hydraulic crane - 5 ton	\$ 200.00 /hour	\$ 300.00 /hour
One (1) man and hydraulic crane – 8 ton	\$ 200.00 /hour	\$ 300.00 /hour
One (1) man and hydraulic crane – 10 ton	\$ 200.00 /hour	\$ 300.00 /hour

One (1) man and hydraulic crane – 17 ton	\$ 200.00 /hour	\$ 300.00 /hour
Rotary crane – 17 ton and 2-man crew	\$ 350.00 /hour	\$ 525.00 /hour
Field Service		
Description	Rate	After-Hours/Emergency Hourly Rate*
One (1) man and delivery truck	\$ 150.00 /hour	\$ 225.00 /hour
One (1) man and service truck	\$ 150.00 /hour	\$ 225.00 /hour
Two (2) men and service truck	\$ 275.00 /hour	\$ 415.00 /hour
Two (2) men and welding truck	\$ 300.00 /hour	\$ 450.00 /hour
Two (2) man crew and combination rig	\$ 500.00 /hour	\$ 750.00 /hour
Flatbed Truck driver	\$ 150.00 /hour	\$ 225.00 /hour
Service truck and one (1) pump mechanic	\$ 200.00 /hour	\$ 300.00 /hour
Service truck and one (1) electrician	\$ 200.00 /hour	\$ 300.00 /hour
Service truck and one (1) general services	\$ 200.00 /hour	\$ 300.00 /hour
Service truck and one (1) pump mechanic and one (1) assistant	\$ 300.00 /hour	\$ 450.00 /hour
Shop Labor		
Description	Rate	After-Hours/Emergency Hourly Rate*
Shop labor-pump mechanic	\$ 150.00 /hour	\$ 225.00 /hour
Shop labor-machinist	\$ 150.00 /hour	\$ 225.00 /hour
Shop labor-welder	\$ 150.00 /hour	\$ 225.00 /hour
Metal spray labor "Sand blast and epoxy"	\$ 150.00 /hour	\$ 225.00 /hour
Miscellaneous		
Description	Rate	After-Hours/Emergency Hourly Rate*
Dynamic video with Engineering or Hydrogeology support	\$ 4,500.00 Lump Sum	\$ 5,500.00 Lump Sum
Dynamic video with mini camera	\$ 2,500.00 Lump Sum	\$ 2,500.00 Lump Sum

Video log-color with downhole and side scan	\$ 2,000.00 Lump Sum	\$ 2,000.00 Lump Sum
Engineering and Hydrogeology support	\$ 300.00 /hour	\$ 450.00 /hour
NPDES Compliance(Baker tanks, neutralizer equipment, lab fees, fabrication)	\$ 16,500.00 Lump Sum	\$ 16,500.00 Lump Sum
50 Ton hydraulic jacks or greater	\$ 2,500.00 Lump Sum	\$ 2,500.00 Lump Sum
Air compressor (air lifting)	\$ 2,000.00 Lump Sum	\$ 2,000.00 Lump Sum
Wire/Nylon brushes and bails	\$ 1,000.00 Lump Sum	\$ 1,000.00 Lump Sum
Hourly Minimum (if applicable) N/A		
1. After Hours Rate and Emergency Hourly Rate shall be anytime outside of normal business hours of Monday through Friday, 7:00 AM to 3:30 PM 2. Maximum 5% overhead cap for all materials purchased. Project Administrator reserves the right to request that all original receipts of materials be turned in with invoices before the Contractor is paid.		



SCHEDULE OF VALUES (COST PROPOSAL)

In addition to the rate sheet above, please complete the scenarios below for comparison of bids.

Table 2: Sample Proposal for Service Scenarios

ITEM	ITEM DESCRIPTION	QUANT.	UOM	UNIT PRICE	TOTAL
2 Man crew w/ development rig with equipped spudder	Brush and bail 1000' of 16" well casing w/ louvered perforations @ 500' through 950'	24	Hours	\$500.00	\$12,000.00
2 Man crew of a shop machinist and a pump mechanic	Rebuild 4 stage pump bowl assembly (Flowserve water lubed 14 EMM 1 15/16" Shaft with 10" stick up)	24	Hours	\$300.00	\$7,200.00
3 Man crew w/ service truck and Smeal rig	Install 300' deep verticle turbine water lube domestic water pump. (12" column pipe w/ 1 15/16" SS Shaft.)	16	Hours	\$600.00	\$9,600.00



Conflict of Interest - Statement *

There is no known or perceived conflict of interest that exists with this bid submission.



MSWD On-Call Maintenance and Repair Services

Weber Water Resources

Questionnaire/Contractor's Qualifications Statement

(4 pages)

CONTRACTOR NAME: Weber Water Resources CA LLC

1. ORGANIZATION

1.1 How many years has your organization been in business as a Contractor? 27 years

1.2 How many years has your organization been in business under its present name? 12 years

1.2.1 Under what other names has your organization operated? Weber Water Resources CA

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation: _____

1.3.2 State of incorporation: _____

1.3.3 Corporate ID number: _____

1.3.4 President's name: _____

1.3.5 Agent for Service of Process: _____

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization: Aug 12, 2012

1.4.2 Type of partnership (if applicable): LLC

1.4.3 Name(s) of general partner(s): Skelly Trust & Rainbow

1.5 If your organization is individually owned, answer the following:

1.5.1 Date of organization: _____

1.5.2 Name of owner: _____

1.6 If the form of your organization is other than those listed above, describe it and name the principals:

2. LICENSING

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable.

Contractors License in CA: 970199 Classification C57/C61/D21/A/C10

2.2 List any other certifications held by your organization, and the name under which they are held.

Department of Industrial Relations: 1000006548

3. EXPERIENCE

3.1 List the categories of work that your organization normally performs with its own forces.

Pump Maintenance, booster pumps, pumping equipment, well drilling,
and well maintenance/repairs

3.2 Has your organization, under its current name or any previous names, ever failed to complete any work/contract awarded to it? (If Yes, please explain)

NO

4. CLAIMS AND LAWSUITS

4.1 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or any its officers? (If Yes, please describe)

NO

4.2 Has your organization filed any lawsuits or requested arbitration with regard to any of its contracts within the last five (5) years? (If Yes, please explain)

NO

4.3 During the past five years, have any claims been made against any performance or payment bond maintained in connection with a freight transportation services contract? (If Yes, please describe)

No

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Weber Water Resources CA, LLC	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) P Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 7551 S. Atwood	Requester's name and address (optional) MISSION SPRINGS WATER DISTRICT 66575 SECOND STREET DESERT HOT SPRINGS, CA 92240
	6 City, state, and ZIP code Mesa, AZ 85212-6505	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
4	5	-	4	2	3	0	7	4	6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person *Allison Weber*

Date **01/21/2026**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Name: Weber Water Resources

Project: Terra Cotta Well and Pump Rehabilitation	
Company Name: Elsinore Valley Municipal Water District	Contact Person: Jesus Gastelum
Address:	Telephone Number: 951-710-4041
City, State, Zip:	E-mail Address:
Services Provided/ Date(s) of Service: Contract Value: \$950,000/95% Self-Performed Specific Capacity Increase: >18%	

Project Name: Saugus 2 Well and Pump Rehabilitation	
Company Name: Santa Clarita Valley Water Agency	Contact Person: Ryan Bye
Address:	Telephone Number: 661-753-7113
City, State, Zip:	E-mail Address:
Services Provided/ Date(s) of Service: Contract Value: \$1,400,000/95% Self-Performed Specific Capacity Increase: 22%	

Project Name: Garza 3/LL5/Rancho Canada - Well and Pump Rehabilitation	
Company Name: California American Water	Contact Person: Scott Ottmar
Address: 511 Forest Lodge Rd, Ste 100	Telephone Number: 831-646-3290
City, State, Zip: Pacific Grove, CA 93950	E-mail Address:
Services Provided/ Date(s) of Service: Garza 3 Well and Pump Rehabilitation (35% increase to specific capacity) LL5 Well and Pump Rehabilitation (15% increase to specific capacity)	

Project Name: Well 14 Rehabilitation	
Company Name: Corona DPW	Contact Person: Jim Thurber
Address: 1150 W 10th St	Telephone Number: 174-745-4999
City, State, Zip: Corona, CA	E-mail Address:
Services Provided/ Date(s) of Service: \$884,400.00 Value - Performed a liner installation and well rehabilitation which including test pumping and well pumping dynamics.	

Project Name: Terra Cotta Well Rehabilitation	
Company Name: Elsinore Valley Municipal Water District	Contact Person: Robert Sia
Address: 3400 Terra Cotta	Telephone Number: 919-817-6303
City, State, Zip: Lake Elsinore, CA	E-mail Address:
Services Provided/ Date(s) of Service: \$875,000.00 Value - Pumping equipment removal, video, brush and bail, 3 round chemical treatment, test pump, equipped the well, and dyisnifected.	

Scope of Work

The Contractor shall provide all labor, equipment, materials, and supervision to perform maintenance and repair services associated with MSWD's production and monitoring wells, and booster stations.

The purpose of these specifications is to identify a qualified and experienced contractor to provide well, pump, and motor maintenance and repair services. Required services include the inspection, removal, replacement, repair, and installation of appurtenances necessary to support the maintenance and repair of MSWD's production and monitoring wells, and booster stations.

MSWD's intends to award a contract to multiple Contractors for these services on an "as needed" time and materials basis. The Contractor may also be requested to perform routine, preventative, and annual maintenance on production and monitoring wells, and booster stations at various locations listed in Exhibit "H".

MSWD has made a good-faith effort to identify the anticipated limits and services required under this Contract; however, these descriptions are not intended to unduly restrict the Contractor in developing a scope of work it deems necessary to achieve MSWD's goals and objectives.

The Contractor shall furnish all labor, materials, equipment, tools, and supervision necessary to perform maintenance and repair services as requested by MSWD. All work shall be performed in a thorough, safe, and professional manner, consistent with industry standards and applicable regulations.

MSWD's wells generally consist of casings ranging from approximately 12 to 20 inches in diameter, with depths between 260 and 1,100 feet. Typical static water levels range from 150 to 800 feet, with pump settings between 150 and 850 feet. Pumping capacities range from approximately 125 gallons per minute (GPM) to 2,500 GPM. Installed pumps include vertical turbine and submersible pumps ranging from 20 horsepower (HP) to 600 HP and are a combination of food grade oil-lubricated and water-lubricated systems.

The Contractor must possess the capability to extract, inspect, repair, and reinstall these pumps as needed, using components that are the same as or equal in quality and performance to the original equipment. Prior to the installation or use of any equipment or materials, the Contractor shall submit all applicable specifications, data sheets, and submittals for MSWD's review and approval. No materials shall be ordered, installed, or used until written approval is received from MSWD.

When MSWD identifies a pump-related issue, MSWD will notify the Contractor. If on-site repairs are not feasible, the Contractor and MSWD will jointly determine whether the pump should be removed and sent off-site for inspection. Following inspection, the Contractor shall submit a written proposal to MSWD detailing the recommended repairs, including all parts, labor, and any third-party services required. All replacement parts, materials, and subcontracted or third-party services must be clearly identified for MSWD's review and approval. No repair work shall commence until MSWD issues a written task order. Repairs performed without an issued task order will not be authorized for payment.

The Contractor shall have the capability to perform diagnostic and performance testing, including but not limited to vibration analysis, efficiency testing, Dynamic Video Monitoring (DVM), and spinner logging. The Contractor shall analyze the resulting data and provide MSWD with written recommendations regarding well condition, maintenance needs, and potential repairs. Findings and recommendations shall be documented in a formal written report. Recommendations made by the Contractor do not obligate MSWD to proceed with the recommended work, nor do they guarantee that the Contractor will be selected to perform any resulting services.

If MSWD elects to engage the Contractor for scheduled preventive maintenance of water wells, pumps, and motors, the Contractor shall submit a proposed maintenance schedule for MSWD's review and approval. The schedule shall identify the maintenance activities to be performed, the timing for each well, pump, and motor, and the estimated duration of the work. The specific scope of preventive maintenance services will be discussed with MSWD and communicated to the Contractor in writing prior to commencement. The Contractor shall provide a cost estimate for the agreed-upon services and obtain written approval from MSWD before performing any preventive maintenance work.

Special Equipment, Well Brushes, Bails

Wire brushing shall be carried out in such a manner as to clean the existing casing perforations and to remove scale and tubercles attached to the inside wall of the casing. The Contractor shall furnish the appropriate wire brush. If the screen is wire wrapped, then Contractor shall use an approved stiff nylon brush.

The brush barrel shall be not less than 6 inches smaller in diameter than the well casing. The brushing elements inserted into the barrel shall consist of 7/8-inch diameter minimum stiff steel cable adequately spaced to clean the entire well. A minimum of 1500 pounds shall be required to drive the brush down the well.

After sufficient wire brushing, the well will be allowed to sit for a 24-to-48-hour time period and debris in the water column will be allowed to settle to the bottom of the well during this period. Sediment fill shall be removed from the bottom of the well to the maximum extent possible using a bailer or scow or equivalent retrieval device. The total depth of the well shall be measured shortly following bailing. This operation will be performed only if the casing appears to be in relatively good condition. Should it appear that there is any damaged casing or any sections of casing appear to be in a state of detachment from the well, the bailing should not be performed.

The Contractor shall provide bailers to accommodate well casing size. All bails shall be of proper width and length with a one-way valve at the bottom. This is to create a suction and surging action when moved vertically within the well which will further help with the maintenance and rehabilitation of well.

If bailing is performed, then all bailed material (water and sediment) shall be placed in steel drums or appropriate containers. The sediment, after separation from the water, shall be placed in the containers, properly labeled, and eventually removed from the well site for disposal by the Contractor. The Contractor will be responsible for manifesting the bailed material for disposal at an appropriate and approved landfill. If needed, MSWD shall be onsite to collect a sample of the bailed material for possible laboratory analysis.

Deep Well Video Survey

Contractor shall be able to conduct a color video camera survey to the full depth of well after removal of the pump and after brushing and bailing MSWD wells and recording pre- and post-brushing conditions. The survey shall be conducted in the presence of a MSWD Representative.

The Contractor video camera shall have vertical down-hole and horizontal side scan viewing capability. Horizontal side-scan viewing shall be controllable to allow viewing at any angle within a 360-degree rotation.

The Contractor shall inject potable water into the well for a sufficient period of time to perform the video survey and provide greater clarity during the video survey. It will be the Contractor's responsibility to provide a clear picture acceptable to MSWD and its representative.

The Contractor shall provide MSWD with an electronic copy of the original survey immediately after the completion. In addition, Contractor shall provide a full written report including color photos of any areas of concern.

Technical Requirements:**Pump Pulling and Inspection**

Contractor shall disconnect all electrical wiring and appurtenances necessary for the pulling of a deep well pump. Contractor shall sound the total well depth from surface prior to removing any downhole equipment. Contractor shall remove the motor, discharge head, oil tubing or submersible cable, shafting, column, bowl assembly, strainer, and airline. All component parts shall be closely inspected for excessive wear, cracks, holes, corrosion, or any type of damage, which would necessitate any repairs or replacement parts.

For booster pumps, the Contractor shall disconnect all electrical wiring and appurtenances necessary for removal of the booster. The unit shall be removed and all component parts shall be inspected for excessive wear, cracks, corrosion, or any type of damage, which would necessitate any repairs, or replacement parts.

The Contractor shall load, transport and unload pumping unit and all the miscellaneous pulled equipment from jobsite to Contractor's yard and back again to the job site upon repair.

Pump Re-installation

After completion of any necessary well repairs or rehabilitation work, the Contractor shall reinstall the bowl assembly, column, shafting, oil tubing or submersible cable, airline, discharge head, and motor, making all joints and connections in a workmanlike manner. Contractor shall furnish all incidental materials to bring the project to satisfactory completion. Prior to installation, Contractor shall adequately chlorinate the pump assembly. Once installed and set up a follow up well sounding will be completed.

Contractor shall test the rotation and operation of the completed installation to the satisfaction of the District. MSWD will chlorinate the well when Contractor is ready. The Contractor shall coordinate with the District to ensure that all discharges meet the District's NPDES permit and shall bear the cost for all discharges not in compliance with and/or exceeding the discharge limitations of the District's NPDES permit.

For booster pump work, Contractor shall move back onto the booster station site and shall reinstall the pump and motor, electrical connections, making all joints and connections in a workmanlike manner. Contractor shall restart the motor to make sure it is operating properly.

Well Video Survey

After removal of the pump and upon District's direction, Contractor shall perform well video inspection using color video equipment with side scan. The Contractor shall furnish all labor, materials and equipment required to provide a color video survey of the well after preparation of the water to produce clear viewing conditions. If necessary, the Contractor will introduce a polymer type flocculant into the well, followed by water. Contractor will allow water to flow into the well for a 24 to 48-hour time period in advance of the video survey to produce clear viewing conditions.

Should a clear video picture of the internal casing conditions not be achieved, additional clear water preparations should be instituted and additional video surveys conducted until a clear video picture record is obtained. This work shall be accomplished at the Contractor's expense.

As the camera probe surveys the full casing interval in the well, a digital depth record shall be recorded on the video survey log for reference. The video camera shall be capable of providing both vertical and horizontal (side) viewing of the entire casing as it descends into the well.

When a successful video survey log has been acquired, one copy in CD/DVD format shall be provided to the District. Contractor shall submit a written report to accompany the video survey log, documenting survey date, static water level, perforation depth intervals and conditions, and total well depth.

Well Rehabilitation Report

Contractor shall submit a written report to the District stating the total well depth, current water level, general condition of component parts, recommendations for repairs and for replacements, and the advisability of well rehabilitation. This report shall contain an itemized labor and material cost estimate of any necessary repairs to, or replacement of, any of the component parts, and a proposed schedule for the completion of the work.

Booster Pump Repair/Rehabilitation Proposal

Contractor shall submit a written proposal to the District stating the general condition of component parts, recommendations for repairs and for replacements, and the advisability of pump rehabilitation. This proposal shall contain an itemized labor and material cost estimate of any necessary repairs to, or replacement of, any of the component parts, and a proposed schedule for the completion of the work.

Repairs

The Contractor shall accomplish any repairs or replacements authorized by the District in accordance with one of the following:

1. Utilization of Contractor's own labor and equipment in accordance with Bidder's Proposal.
2. The securing of materials and/or outside services. Materials and outside services shall be paid for at actual invoice plus percentage mark-up in Bidder's Proposal.

3. Any suitable combination of the above.

The District reserves the right to have any necessary repairs and/or replacement parts furnished by others. At the discretion of the District, the Contractor's crew may be required to leave the job site until the necessary repairs are accomplished and/or replacement parts are procured.

Wire Brushing and Bailing

Wire brushing shall be carried out in such a manner as to clean the existing casing perforations and to remove scale and tubercles attached to the inside wall of the casing. The Contractor shall furnish the appropriate wire brush. If the screen is wire wrapped, then Contractor shall use an approved stiff nylon brush.

The brush barrel shall be not less than 6 inches smaller in diameter than the well casing. The brushing elements inserted into the barrel shall consist of 7/8-inch diameter minimum stiff steel cable adequately spaced to clean the entire well. A minimum of 1500 pounds shall be required to drive the brush down the well.

After sufficient wire brushing, the well will be allowed to sit for a 24-to-48-hour time period and debris in the water column will be allowed to settle to the bottom of the well during this period. Sediment fill shall be removed from the bottom of the well to the maximum extent possible using a bailer or scow or equivalent retrieval device. The total depth of the well shall be measured shortly following bailing. This operation will be performed only if the casing appears to be in relatively good condition. Should it appear that there is any damaged casing or any sections of casing appear to be in a state of detachment from the well, the bailing should not be performed.

If bailing is performed, then all bailed material (water and sediment) shall be placed in steel drums or appropriate containers. The sediment, after separation from the water, shall be placed in the containers, properly labeled, and eventually removed from the well site for disposal by the Contractor. The Contractor will be responsible for manifesting the bailed material for disposal at an appropriate and approved landfill. The District shall be onsite to collect a sample of the bailed material for possible laboratory analysis.

Temporary Test Pump Mobilization/Demobilization

If requested by the District, the Contractor shall furnish, install, and remove a deep-well turbine pump, prime mover, column assembly, and all appurtenances necessary for developing and/or test pumping the well. The pump and prime mover shall have a capacity to pump 3,000 gallons per minute from a 400-foot pump setting. The prime mover shall be a variable speed type. Contractor shall furnish all fuel or power required to operate the pumping unit.

A temporary 2 to 3-inch I.D. access tube should be installed during pump installation and will provide access for water level sounders into the well casing during pumping, to measure water levels.

The prime mover shall be a variable-speed type with a gear ratio of 1 to 2, in order to overdrive the pump to attain the desired pump rate. The prime mover shall meet all noise regulation requirements during development and subsequent testing operations. Discharge piping shall be provided for the pumping unit and be of sufficient size and length to conduct water according to the Special Provisions in these Specifications. The Contractor shall provide orifices, meters, or other approved devices that will accurately measure the flow rates, in total amount of water

pumped (in gallons) and the instantaneous discharge (in gpm). The discharge line shall be provided with suitable equipment for sand testing, such as the Rossum Centrifugal Sand Sampler.

The engine should be equipped with suitable throttling devices to control the discharges. The test pump should not be equipped with a foot valve, which would prevent backspin and interfere with surging operations. The required pumping unit shall be capable of being operated without interruption for a period of 72 hours during subsequent aquifer testing operations

After removing the test pump from the well, the Contractor shall remove any oil from the water surface within the well (e.g., test pump lubricating oil). An acceptable method of removal is to lower, via a cable, an oil absorbent "sock" or similar material designed to absorb spilled oil. Proper disposal of such absorbent "socks", if used, must be provided for by the Contractor. Following removal of the test pump (after all development and testing has been performed) the Contractor shall, at the specific request of the District, conduct a video survey to document the final condition of the well-casing.

Well Pumping Redevelopment

Following mechanical redevelopment, the District may elect to have Contractor proceed with pumping redevelopment which shall consist of intermittent pumping and surging of the well, beginning at an initial rate of 500 gpm and continuing at successively higher rates. Surging shall allow water to flow back through the bowls with free backspin and through the screen openings. The procedure shall be repeated at increments up to a final rate as recommended by the District.

Temporary storage tanks will be used to contain the discharge. Prior to disposal a sample for analysis of NPDES constituents will be collected and submitted to a laboratory to check for compliance with the District's NPDES permit.

Development records shall be maintained on at least a half-hour basis showing production rate, pumping level, drawdown, sand production, and all other pertinent information concerning well development. Development at each rate shall continue until the following conditions have been met:

1. The specific capacity (gallons per minute per foot of drawdown) shall have reached a relatively constant value over a period of at least 4 continuous hours, or as recommended by the District.
2. Sand content (if present) is no greater than 3 ppm as measured 15 minutes after surging, or as recommended by the District while pumping at the specified rate.

Contractor shall make adequate provisions for the disposal of water pumped from the well during redevelopment and/or test pumping. Such provisions shall include, but not be limited to, furnishing and installing discharge piping from the pumping unit of sufficient size and length to conduct water to a point as designated by the District. Contractor shall also furnish acceptable orifices, meters or other approved devices, which will accurately measure the pumping rate. An airline, complete with properly calibrated gage shall be provided by the Contractor to measure the elevation of water in the well. Contractor may be required to collect pumped groundwater into sedimentation tanks prior to discharge to a storm drain in order to comply with the waste discharge requirements of the regulating agency.

Production Testing of Well

Production testing of a rehabilitated well to determine the optimum rate of pumping and shall include a step drawdown test and a constant-rate discharge test. There shall be a period of at least 24 hours of non-pumping conditions following pumping development work prior to the start of the step drawdown test. The Contractor shall provide qualified personnel on a 24-hour basis during the step-drawdown and constant-rate discharge test to assure proper operation of the pumping test equipment, and to assist in water level monitoring if requested by the District.

Discharge Water - Discharge water shall be conveyed from the pump to the point of discharge at the well site. It is imperative to ensure that no damage by flooding or erosion is caused to the chosen drainage structure or water disposal site, or to nearby lands and/or streets. The Contractor shall provide all piping and discharge lines. The point of discharge location will be provided by the District and the Contractor will be responsible for all devices and piping to convey the water to that discharge point. No fluids will be permitted to flow offsite (except for proper drainage facilities) or to properties not owned by the District. All discharges will meet the District's NPDES permit and the Contractor will be responsible for this discharge.

Records - The Contractor shall keep accurate records of the pumping test of the well and furnish copies of all records to the District upon completion of the test. The records shall also be available to the District for inspection at any time during the test. The records shall include physical data describing the construction features such as, but not limited to: well depth and diameter, complete screen description, length and setting, a description of the measuring point and its measured height above land surface and/or mean sea level, and the methods used in measuring water levels and pumping rates. The Contractor shall also keep records on the type of pumping equipment used at the well site including engines, drive components, bowls, lines, and shafts. The Contractor will keep records of operation of equipment during the test including engine rpm and horsepower, fuel use, and other essential information that will be useful in designing a pump system.

Aborted Tests - Whenever continuous pumping at a uniform rate has been specified, failure of pumping operations for a period greater than one percent of the elapsed pumping time shall require suspension of the test until the water level in the pumped well has recovered to its original level. Recovery shall be considered "complete" after the well has been allowed to rest for a period at least equal to the elapsed pumping time of the aborted test, except that if any three successive water level measurements spaced at least 20 minutes apart show no further rise in the water level in the pumped well, the test may be resumed immediately. The District shall be the sole judge as to whether this latter condition exists. The Contractor will not be paid for any re-testing done if the specified time or recovery requirements of the City for the aborted test are not first met. These tests are invalid and will not be construed as a test.

Step-Drawdown Test - Prior to starting the step-drawdown test in the well, the static water level shall be measured. The well shall be "step" tested at rates determined by the District. The step-drawdown test for the well is estimated to require approximately 12 pumping hours with each step being 3 to 4 hours in duration.

The Contractor shall operate the pump and change the discharge as directed by the District. Both a gate valve and an engine throttle shall control the discharge of the pump. The discharge shall be controlled and maintained at approximately the desired discharge for each step with an accuracy of plus or minus 5 percent. Pump discharge shall be measured with an instantaneous

flow meter dial and a totalizer meter and stopwatch, as approved by the District. Both an airline and electric sounder shall be furnished by the Contractor for water level measurements.

During the step-drawdown test, the Contractor shall record sand content measurements at 30-minute intervals.

Constant-Rate Discharge Test - After a 24-hour recovery period from the end of the step-drawdown test, a constant-rate discharge test shall be performed as directed by the District. This test shall be run for a period of 24 hours, or until the pumping level remains constant for at least 4 hours, or until the District terminates the test. A recovery period of 24 hours shall follow the termination of the constant-rate discharge test, at which time the District will collect residual drawdown (recovery) data.

During the constant-rate discharge test, the Contractor shall also conduct the final sand content testing. The sand content shall be determined by averaging the results of samples collected at the following times during the final pumping test:

1. 5 minutes after start of the test;
2. after 1/4 of the total planned test time has elapsed;
3. after 1/2 of the time has elapsed;
4. after 3/4 of the time has elapsed; and
5. near the end of the pumping test.

Well Abandonment

Contractor shall investigate well condition, details of construction, and whether there are obstructions that will interfere with the process of filling and sealing before a well is abandoned. Video survey should be included for visual inspection of the well, as well as preparation and submittal of required permits for wells located in Riverside County.

Stuck Deep Well Vertical Turbine Pumps

If a deep well vertical turbine pump should become stuck and the extraction is halted, the Contractor shall make sufficient attempts with no less than a 50 ton "A" frame rig, to free the pump. If this is unsuccessful the Contractor shall develop alternative solutions for consideration. MSWD shall approve alternatives as deemed necessary and Contractor shall use reasonable skill in the presence of a MSWD representative, utilizing methods such as the use of air compressors for air lifting and/or hydraulic jacks before abandoning efforts to extract pump.

Level of Maintenance

All work shall be performed in a manner commensurate with community professional standards and with an ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances. Standards and frequencies may be modified from time to time as deemed necessary by MSWD for the proper maintenance and repair of the wells, pumps, and motors.

If, in the judgment of MSWD, the level of maintenance is less than that specified herein, MSWD shall, at its option, in addition to or in lieu of other remedies provided herein, withhold appropriate payment from the Contractor until services are rendered in accordance with specifications set forth within this document and providing no other arrangements have been made between the

Contractor and MSWD. Failure to notify of a change and/or failure to perform an item or work on a scheduled day may, at MSWD's sole discretion, result in deduction of payment for that day, week, or month. Payment will be retained for work not performed until such time as the work is performed to MSWD standard.

The Contractor is required to correct deficiencies within the time specified by MSWD. If noted deficient work has not been completed, payment for subject deficiency shall be withheld and shall continue to be withheld until deficiency is corrected, without right to retroactive payments.

All work and general conditions shall be performed in accordance with the current Standard Specifications for Cal-OSHA, Public Works Construction (Green Book), the State Water Resources Control Board Health Guidelines, and the American Water Works Association (AWWA) Standards.

Workmanship and Supervision

Unless otherwise stated, Contractor shall be responsible to provide all labor and materials to allow for successful Project completion.

MSWD may choose to reimburse the Contractor for materials that need to be procured. These instances shall be analyzed on a case -by -case basis and reimbursement for materials will need to be agreed upon in the Contractor's letter proposal prior to the commencement of work.

Receipts shall be required for reimbursements for materials purchased for projects. MSWD reserves the right to specify what type of material and/or equipment will be purchased per project. All equipment and material purchases shall be preapproved by MSWD. The Contractor shall charge the actual cost of materials to MSWD plus a maximum of 15% for overhead costs associated with procurement of materials.

MSWD reserves the right to purchase materials directly and make them available to the Contractor. In the event MSWD exercises the option to purchase the materials, the following conditions will apply:

- Contractor shall conform to all MSWD practices and procedures.
- All MSWD purchases will be for the sole expressed use of and for MSWD.
- The Contractor shall secure, store, inventory, distribute and control all materials entrusted to the Contractor's representatives.
- All materials and inventories shall be made available to MSWD upon request. The Contractor will reduce the unit cost for each maintenance task by MSWD's actual cost for the materials provided and used.

Contractor represents and warrants to MSWD that he/she has and will keep in effect at all times during the term of a contract with MSWD, all licenses, permits, professional qualifications, and approvals of whatever nature that are legally required to practice his/her trade.

Maintain all work sites free of hazards to people and/or property resulting from the Contractor's operations. Any hazardous condition noted by the Contractor, which is not a result of the Contractor's operations, shall be immediately reported to MSWD.

The Contractor shall be responsible for removing and cleaning any and all debris that occur as a result of its operations as a result of services requested in this scope of work.

All work performed under this contract shall be performed in such a manner as to provide maximum safety for the public and where applicable, comply with all safety standards required by CAL-OSHA. MSWD reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract.

The supervisor or person in charge and on site of any MSWD project shall have a smart phone capable of email.

At all times, the Contractor will ensure at least one English speaking person is on site of any MSWD assigned project.

Working Hours

Normal working hours shall be between the hours of 7:00 AM and 3:30 PM, Monday through Friday, unless otherwise stated by MSWD for emergency or standby services. The Contractor is subject to being contacted 24 hours a day, 7 days a week, 365 days a year to perform emergency repairs. These representatives for the Contractor shall respond to said emergency within two (2) hours from receiving notification. The Contractor shall notify MSWD immediately of any changes to the Contractor's representation.

Contractor's Office

The Contractor shall designate a project supervisor or person in charge at all times and provide MSWD with written notice of such designation. The designated individual shall be available throughout the duration of the work.

The Contractor shall also provide the names and telephone numbers of at least two (2) qualified personnel available during emergency conditions and capable of mobilizing to the job site within two (2) hours of notification.

Unless otherwise stated by MSWD, there will be no on-site storage of equipment or materials on MSWD property or at District sites. Contractors will have full responsibility for maintaining an office and a storage facility. All vehicles and equipment used in conjunction with the work shall be maintained in a neat, clean, orderly manner and shall be in good working order. MSWD may reject any vehicle or piece of equipment and order it removed if deemed unsafe.

Equipment

All vehicles and equipment used in conjunction with the work shall be maintained in a neat, clean, and orderly manner and shall be in good working order. Drip mats or oil containment need to be placed under leaking equipment, all equipment need to be inspected for leaks at the end of each workday. MSWD may reject vehicles or equipment and order it removed at their discretion.

Street Closures, Detours, Barricades

Contractor shall be responsible for all traffic control and barricades necessary to perform the scope of work. Warning signs, lights, and devices shall be installed and displayed in compliance with the current edition of the "California Manual on Uniform Traffic Control Devices" (CA MUTCD)

and “Work Area Traffic Control Handbook” (WATCHBOOK) for use in performance of work upon highways issued by the State of California, Department of Transportation.

Permits

The Contractor shall be responsible for obtaining permits where required by federal, state, or local agencies as it pertains to the work being conducted.

Underground Excavations

The Contractor shall be responsible for locating all underground utility lines to ensure the safety of his/her work crew and to protect, in place, existing utility equipment before commencing any excavation. Contractor should contact MSWD and Underground Service Alert (www.digalert.org) or call (811) at least forty-eight (48) hours before commencing any excavation, to locate underground service lines.

Responsibility for Damages or Injury

MSWD and all officers, employees, and representative thereof shall not be responsible in any manner for any loss or damage to any of the materials or other things used or employed in performing the project, or for injury or death of any person as a result of Contractor’s performance of the services required hereunder, or for damage to property from any cause arising from the performance of the project by the Contractor, or its sub-contractors, or its workers, or anyone employed by either of them.

Contractor shall be responsible for any liability imposed by law for injuries to or death of any person or damage to property resulting from defects, obstructions, or from any cause arising from Contractor’s work on the project, or the work of any sub-contractor or supplier selected by the Contractor.

EXHIBIT “B”

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

(insert behind this page)

EXHIBIT “C”

GENERAL CONDITIONS

(insert behind this page)

SECTION 2.1
of
GENERAL CONDITIONS

DEFINITIONS, TERMS, ABBREVIATIONS

2.1.01 Definitions - Wherever used in the Contract Documents, the following shall have the meanings indicated which shall be applicable to both the singular and plural thereof.

Acceptance, Final Acceptance - The formal action by the Owner accepting the Work as being complete.

Accepted Bid - The bid (proposal) accepted by the Owner.

Addenda - Written or graphic instruments issued prior to the opening of sealed bids, which modify or interpret the Contract Documents and Drawings by additions, deletions, clarifications or corrections.

Agreement - The written agreement (contract) executed between the Owner and the Contractor covering the performance of the Work.

Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bidder - Any person, firm or corporation submitting a Bid for the Work.

Bonds - Bid, Performance, and Payment Bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.

Change Order - A written order to the Contractor authorizing an addition, deletion or revision in the Work within the general scope of the Contract Documents or authorizing an adjustment in the Contract Price or Contract Time.

Contract Documents - The Contract Documents, including Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, Insurance Certificates, Notice of Award, Notice to Proceed, Change Order, General Conditions, Supplemental General Conditions, Special Conditions, Detailed Technical Provisions, Drawings, and Addenda.

Contract Price - The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

Contract Time - The number of calendar days stated in the Contract Documents for the completion of the Work.

Contractor - The person, firm or corporation with whom the Owner has executed the Agreement.

Detailed Technical Provisions - A part of the Contract Documents consisting of written descriptions of the technical nature of materials, equipment, construction system, standards and workmanship.

Drawings - The part of the Contract Documents, which show the characteristics, and scope of the Work to be performed and which have been prepared or approved by the Engineer.

Engineer - The person, firm or corporation named as such in the Contract Documents.

Field Order - A written order affecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.

Laboratory - The laboratory authorized by the Owner or the Owner's representative to test materials and work involved in the Project.

Manufacturer - A person, firm or corporation that fabricates, processes, or creates from raw materials or component parts, materials or equipment to be incorporated into the Project.

Notice of Award - The written notice of the acceptance of the Bid from the Owner to the successful Bidder.

Notice to Proceed - Written communication issued by the Owner to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

Owner - A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

Owner's Representative - The person, consultant, or engineering firm authorized by the Owner to represent him during the performance of the Work by the Contractor and until final acceptance. The Owner's Representative is referred to throughout the Contract Documents as if singular in number and masculine in gender. The Owner's Representative means the Owner's representative or his assistants.

Project - The undertaking to be performed as provided in the Contract Documents.

Resident Project Representative - The authorized representative of the Owner who is assigned to the Project site or any part thereof.

Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, Supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

Special Conditions - Modifications to Detailed Technical Provisions.

Specifications - The General Conditions, Supplemental General Conditions, Special Conditions, and Detailed Technical Provisions of these Contract Documents.

Subcontractor - An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

Substantial Completion - That date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.

Supplemental General Conditions - Modifications to General Conditions that are specifically applicable to this Project.

Supplier - Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

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

Work - All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.

Written Notice - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address or delivered in person to said party or his authorized representative on the Work.

2.1.02 Terms - Wherever used in the Contract Documents, the terms "directed", "required", "permitted", "ordered", "designated", "prescribed", or terms of like import are used, it shall be understood that the direction, requirements, permission, order, designation, or prescription of the Owner's Representative is intended. Similarly, the terms "approved", "acceptable", "satisfactory", "or equal", or terms of like import shall mean approved by or acceptable to or satisfactory to the Owner's Representative, unless otherwise expressly stated.

The word "provide" shall be understood to mean furnish and install.

2.1.03 Abbreviations - Whenever used in the Contract Documents, the following abbreviations shall have the meanings indicated:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AGMA	American Gear Manufacturer's Association
AI	The Asphalt Institute

AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron & Steel Institute
ANSI	American National Standards Institute (formerly USASI, USAU, ASA)
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ASA	American Standards Association (now ANSI)
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
CPR	Certified Payroll Records
DIR	California Department of Industrial Relations
IEEE	Institute of Electrical and Electronics Engineers
LCP	Labor Compliance Program
NBFU	National Board of Fire Underwriters
NEMA	National Electrical Manufacturers Association
PCA	Portland Cement Association
SSPC	Steel Structures Painting Council
UBC	Uniform Building Code, Pacific Coast Building Officials Conference of the International Conference of Building Officials
U/L or UL	Underwriters' Laboratories, Inc.
USASI or USAS	United States of America Standards Institute (now ANSI)

SECTION 2.2
of
GENERAL CONDITIONS

ADDITIONAL INSTRUCTIONS AND
DETAIL DRAWINGS

2.2.01 SECTION NOT USED.

2.2.02 SECTION NOT USED.

SECTION 2.3
of
GENERAL CONDITIONS

SCHEDULES, REPORTS AND RECORDS

2.3.01 A preconstruction conference will be held prior to commencement of the Work. Attendees shall be the Contractor, his Subcontractors, if applicable, the Owner, the Engineer, representatives of Federal, State or local regulatory or enforcement agencies, and any other parties deemed appropriate by the Owner.

2.3.02 The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the Contract Documents for the Work to be performed.

2.3.03 Prior to the start of construction, the Contractor shall submit a construction progress schedule to the Engineer for approval. Said schedule shall include, but is not limited to, the following information: Contractor's name, address and telephone number; project/contract number; date prepared; Engineer's name; Owner's name; date of Notice to Proceed; contract completion date; and, list of all important activities, including construction and material delivery, with starting and ending dates for each activity.

The schedule shall be prepared so that the Contractor can update it when significant changes in an activity time and/or completion time occur, as the Engineer may direct. After the Engineer approves the schedule, one (1) electronic copy shall be furnished to the Engineer for distribution. All costs for schedule preparation and printing are included in the Contractor's Bid.

The Engineer reserves the right to alter said schedule to prevent excessive public nuisance or to exclude areas where rights-of-way acquisition might still be in progress or provide timely facilities for testing and connection to other installations dependent upon this project.

2.3.04 Prior to starting construction, the Contractor shall submit to the Engineer for his approval a detailed breakdown of his cost estimate into the various elements of materials and construction operations. When approved, this breakdown will serve as a basis for the Engineer to determine partial payments.

2.3.05 Prior to the start of construction, the Contractor shall submit the dates at which special drawings will be required and the respective dates when applicable for submission of shop drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

SECTION 2.4
of
GENERAL CONDITIONS

DRAWINGS AND SPECIFICATIONS

2.4.01 SECTION NOT USED.

2.4.02 SECTION NOT USED.

2.4.03 SECTION NOT USED.

2.4.04 SECTION NOT USED.

SECTION 2.5
of
GENERAL CONDITIONS

SHOP DRAWINGS/MATERIAL SUBMITTALS

2.5.01 SECTION NOT USED.

2.5.02 SECTION NOT USED.

2.5.03 SECTION NOT USED.

2.5.04 SECTION NOT USED.

SECTION 2.6
of
GENERAL CONDITIONS

MATERIALS, SERVICES AND FACILITIES

2.6.01 It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

2.6.02 Materials and equipment shall be so stored as to ensure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection. The Contractor shall be entirely responsible for damage or loss to material and equipment until the Work has been completed by the Contractor and accepted by the Owner.

2.6.03 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

2.6.04 Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.

2.6.05 Materials, supplies or equipment to be incorporated into the Work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

2.6.06 Whenever under this Agreement it is provided that the Contractor shall furnish materials or manufactured articles, or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first class materials or articles of the kind required, with due consideration of the use to which they are to be put. In general, the Work performed shall be in full conformity and harmony with the intent to secure the best standard of construction and equipment of the Work as a whole or in part.

2.6.07 All equipment, materials, and supplies to be incorporated in the Work shall be new, unless otherwise specified.

SECTION 2.7

of
GENERAL CONDITIONS

INSPECTION AND TESTING

2.7.01 All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.

2.7.02 The Owner shall provide all inspection and testing services not required by the Contract Documents. Performance of these tests and all costs will be borne by the Owner; except, the cost of any test which shows unsatisfactory results shall be borne by the Contractor.

2.7.03 The Contractor shall provide at his expense the testing and inspection services required by the Contract Documents.

2.7.04 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will furnish the Engineer the required certificates of inspection, testing or approval. The Contractor shall pay for all inspection fees imposed by public agencies other than the Owner.

2.7.05 Inspections, tests, or approvals by the Engineer or others shall not relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

2.7.06 The Engineer and his representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof.

2.7.07 If any Work is covered contrary to the written instructions of the Engineer or work done for which the Contractor has not requested and received inspection, it must, if requested by the Engineer, be uncovered for his observation and replaced at the Contractor's expense.

2.7.08 If the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure,

observation, inspection, testing and reconstruction and an appropriate Change Order shall be issued.

2.7.09 Upon request of the Engineer, the Contractor shall furnish certification of compliance that fabricated or manufactured products conform to the standards of the industry as specified in these Contract Documents and that said fabricated or manufactured products were fabricated or manufactured under the quality control standards of the stated specifications of these Contract Documents.

SECTION 2.8
of
GENERAL CONDITIONS

SUBSTITUTIONS

2.8.01 Whenever a material, article or piece of equipment is identified in the Contract Documents by reference to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalog number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and use by the Contractor. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

2.8.02 The Contractor's use of approved substitutions or equals shall not relieve the Contractor from compliance with the Contract Documents. The Contractor shall bear all extra expense resulting from providing or using approved substitutions or equals where they affect the adjoining or related work, including the expense of required engineering, redesigning, drafting and permits, where necessary, whether the Owner's approval is given before or after receipt of Bids.

The Contractor shall bear the cost of all engineering work associated with the review of submittals for substitutions and equals. The Contractor shall approve the engineering costs prior to the performance of the engineering work using the form entitled "Authorization of Engineering Costs for the Evaluation of Substitutions and Equals" found in the General Conditions of the Specifications. The Engineer will not perform the submittal review until authorization is given. If the Contractor does not provide this authorization, the submittal will be rejected.

Engineering costs associated with redesign of adjoining or related work due to Substitutions or Equals shall be approved in writing by the Contractor prior to the performance of the work. The Contractor shall approve the cost of the engineering work using the form entitled, "Authorization of Engineering Costs for Redesign due to Substitutions and Equals" found in the General Conditions of the Specifications. The Engineer will not perform the redesign until the authorization is given. If the Contractor does not provide this authorization, the submittal, which created the need for redesign, shall be rejected.

SECTION 2.9
of
GENERAL CONDITIONS

INTELLECTUAL PROPERTY, PATENTS, ROYALTIES AND INDEMNIFICATION

2.9.01 The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof, including attorney's fees, except that the Owner shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified. However, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Engineer.

2.9.02 Contractor shall be responsible at all times for compliance with applicable patents, copyrights, trademarks, and/or other intellectual property rights held by others encompassing, in whole or in part, any invention, design, process, product, device, material, article or arrangement used, directly or indirectly, in the performance of the Work or incorporated into the Work.

Contractor shall pay, and include in the Contract Sum, all royalties and license fees and assume all costs incident to the use in the performance of the Work or the incorporation into the Work of any invention, design, process, product, device, material, article or arrangement which is the subject of a patent right, copyright, trademark, and/or other intellectual property right held by others.

To the fullest extent permitted by law, Contractor shall save, defend, hold harmless, and fully indemnify the District and all its officers and employees connected with the Project, other parties designated in Article "Insurance for Others" of Section 00 73 16, and all of their officers, agents, members, employees, authorized representatives, or any other persons deemed necessary by any of them acting within the scope of the duties entrusted to them, from all damages, claims for damage, costs, or expenses in law or equity, including attorney's fees and costs, that may at any time arise or be set up for any infringement or unauthorized use of any patent rights, copyrights, trademarks or other intellectual property claims by any person in consequence of the use by the District, or any of its officers, agents, members, employee authorized representatives, or any other person deemed necessary by any of them acting within the scope of the duties entrusted to them, of articles to be supplied under the Contract and of which Contractor is not the patentee or assignee or does not have the lawful right to sell the same.

This indemnity provision is in addition to all other defense, hold harmless and indemnity clauses in the Contract Documents and shall survive Final Completion and termination of the Contract. If the District is enjoined from the operation or use of the Work, or any part thereof, as a result of any suits or claims for infringement or unauthorized use of a patent right, copyright, trademark, and/or other intellectual property right, Contractor shall, at its sole expense and at no cost to the District, take reasonable steps to procure the right to operate or use the Work. If Contractor cannot procure such right within a reasonable time, Contractor shall promptly, at Contractor's sole expense and at no cost to the District, (1) modify the Work, consistent with applicable requirements of the Contract Documents, so as to avoid infringement of any such intellectual

property right, or (2) replace said Work with work that meets applicable requirements of the Contract Documents and that does not infringe or violate any such intellectual property right.

SECTION 2.10
of
GENERAL CONDITIONS

SURVEYS, PERMITS, REGULATIONS

2.10.01 SECTION NOT USED.

2.10.02 SECTION NOT USED.

2.10.03 SECTION NOT USED.

SECTION 2.11
of
GENERAL CONDITIONS

PROTECTION OF WORK, PROPERTY
AND PERSONS

2.11.01 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or 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, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

2.11.02 The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction, including the applicable provisions of the California Occupational Safety and Health Act of 1973, Part 1, Division 5, of the Labor Code §6300 et. seq. and the Construction Safety Orders of the Division of Industrial Safety. He will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the Work may affect them.

2.11.03 The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

2.11.04 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss. He will give the Engineer prompt Written Notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

2.11.05 Until the formal acceptance by the Owner of the performance of the Contractor hereunder, either by furnishing equipment and/or materials or by performance of Work, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the Work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of that which he is to provide or complete hereunder occasioned by any of the above causes before completion and acceptance and shall bear the expense thereof. In case

of suspension of Work from any cause whatsoever, the Contractor shall be responsible for all equipment and/or materials then upon Owner property and shall properly store them, if necessary, and shall erect temporary structures where necessary in so doing. Nothing in these Contract Documents shall be considered as vesting in the Contractor any right of property in materials used after they have been attached or affixed to the Work or the soil upon Owner's real property, but all such materials shall, upon being so attached or affixed, become the property of the Owner.

2.11.06 Prior to the beginning of any work, the Contractor shall obtain, at its sole expense, all permits required by the California Division of Occupational Safety and Health (Cal/OSHA) for permit-required activities associated with the Project and shall provide copies of such permits to the Owner upon request.

2.11.07 In accordance with Government Code Section 4216 and following, Contractor shall notify Underground Service Alert at least two days prior to excavation with a description of the area to be excavated to determine if any participant has a subsurface installation in the area.

2.11.08 The Contractor shall not commence any excavation over five (5) feet in depth until he has submitted to the Owner 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 any such excavation and such plan has been accepted by the Owner or by a registered civil or structural engineer, employed by the Owner, to whom authority to accept has been delegated. If such plan varies from the shoring system standards promulgated by the Department of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed and paid by the Contractor. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. Nothing contained in this article shall be construed as relieving the Contractor of full responsibility for providing shoring, bracing, sloping, or other provisions, which are adequate for worker protection.

2.11.09 A working platform for any scaffolding swung or suspended from an overhead support more than ten (10) feet above the ground, floor or area in which an employee on the scaffolding might fall, shall have a safety rail of wood or other equally rigid material of adequate strength; such rail shall be in compliance with the applicable orders of the Division of Industrial Safety.

The suspended scaffolding shall be fastened so as to prevent the same from swaying from the building, or structure, or other object being worked on from such scaffolding. All parts of such scaffolding shall be of sufficient strength to support, bear, withstand with safety, any weight of persons, tools, appliances or materials which might reasonably be placed on it or which are to be supported by it.

In addition to the duties imposed by any law regulating or relating to scaffolding, the Contractor who uses scaffolding in connection with the construction, alteration, repairing, painting, cleaning, or doing of any work upon any building or structure shall furnish safety lines to tie all hooks and hangers back on the roof of such building or structure and provide safety lines hanging from the roof, securely tied thereto, for all swinging scaffolds which rely upon stirrups of the single point of suspension type to support the working platform. One such line shall be provided for each workman with a minimum of one line between each pair of hangers or falls.

Platforms or floors of scaffolding shall be not less than fourteen (14) inches in width and shall be free from knots or fractures impairing their strength.

The use of lean-to scaffolds, sometimes known as jack scaffolds, as support for scaffolds is prohibited.

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

2.11.11 The Contractor shall not load nor permit any part of any structure to be loaded with any weights that will endanger the structure, nor shall subject any part of the Work to stresses or pressures that will endanger it.

2.11.12 The Contractor will be required to certify that he has an Injury, Illness Prevention Plan for his company as required by Labor Code Section 6401.7.

The names and telephone numbers of at least two medical doctors practicing in the vicinity and the telephone number of the local ambulance service shall be prominently displayed adjacent to telephones and carried by the supervisor of the work being performed.

The Contractor shall provide assurance to the District that all equipment has proper permits issued by the South Coast Air Quality Management District, or the local air quality district.

In addition, the Contractor shall be required to post notices required by Proposition 65 for any hazardous chemicals listed by the State Health Department, which are brought onto the property as part of the construction program.

2.11.13 Any public works contract of a local public entity, which involves digging trenches or other excavations that extend deeper than four feet below the surface, shall contain a clause, which provides the following:

- a. That the contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:
 - (1) Material the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, and that is required to be removed to Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - (2) Subsurface or latent physical conditions at the site differing from those indicated.

- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- b. That the public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.
- c. That, in the event that a dispute arises between the public entity and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.
- d. Differing Conditions shall not include:
1. All that is indicated in or reasonably interpreted from the Contract Documents or Reference Documents;
 2. All that could be seen on Site;
 3. Conditions that are materially similar or characteristically the same as those indicated or described in the Contract Documents or Reference Documents.
 4. Conditions where the location of a building component is in the proximity where indicated in or reasonably interpreted from the Contract Documents or Reference Documents.
- e. Contractor shall be responsible for the safety and protection of the affected area of the Work for the duration of the District's investigation of potential Differing Conditions.
- f. Failure by Contractor to comply with the requirements of this Paragraph concerning the timing and content of any notice of unforeseen or differing site conditions or of any request for adjustment of the Contract Sum and/or Contract Time based on alleged unforeseen or differing site conditions shall be deemed a waiver of any Contract Claim or subsequent proceedings (e.g., Government Code Claims and litigation) by Contractor for adjustments to the Contract Sum or Contract Time arising from or relating to such conditions.

SECTION 2.12
of
GENERAL CONDITIONS

SUPERVISION BY CONTRACTOR

2.12.01 The Contractor shall supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor shall employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

2.12.02 The Contractor shall employ only such foremen, mechanics and laborers as are competent and skilled in their respective lines of work, and whenever the Engineer shall notify the Contractor that any man on the Work is, in his opinion, incompetent, unfaithful, intemperate, or disorderly or refuses to carry out the provisions of this Contract, or uses threatening or abusive language to any person on the Work representing the Owner, or is otherwise unsatisfactory, such man shall be discharged immediately from the Work and shall not be re-employed upon it except with the consent of the Engineer. Such discharge shall not be the basis of any claim for damages against the Owner or his agents.

2.12.03 In the event that the Contractor proposes to substitute a key team member during the performance of the Contract, Contractor shall submit to the District Representative, at least seven days prior to engaging the person, an Experience Statement form for the District's review and acceptance. Any proposed substitution is subject to the approval of the District Representative based upon qualifying experience on similar projects as set forth in the bid documents for the project. Failure to obtain the District's acceptance shall not constitute a cause for delay. In addition, the District may issue an order to stop the work under these General Conditions until such time as the Contractor engages persons possessing skills and qualifications acceptable to the District.

2.12.04. Whenever the Work of a Subcontractor is dependent upon the work of other Subcontractors or Contractors, then Contractor shall require the Subcontractor to:

1. coordinate its Work with the dependent work;
2. provide necessary dependent data, connections, miscellaneous items, and other transitional requirements;
3. supply and install items to be built into dependent work of others;
4. make provisions for dependent work of others;
5. examine dependent drawings and specifications and submittals;
6. examine previously placed dependent work;
7. check and verify dependent dimensions of previously placed work;
8. notify Contractor of previously placed dependent work or dependent dimensions which are unsatisfactory or will prevent a satisfactory installation of its Work; and

9. not proceed with its Work until the unsatisfactory dependent conditions have been corrected.

2.12.05. Contractor shall immediately comply with and prosecute orders and instructions including, but not limited to, Change Orders, RFI replies and Clarifications given by the District in accordance with the terms of the Contract, but nothing herein contained shall be taken to relieve Contractor of any of its obligations or liabilities under the Contract, or of performing its required detailed direction and supervision.

2.12.06. Contractor shall at all times permit the District, its agents and authorized representatives to: (i) visit and inspect the Work, the materials and the manufacture and preparation of such materials; (ii) subject them to inspection at all such places; and (iii) reject the Work if it does not conform to the requirements of the Contract Documents. This obligation of Contractor shall include maintaining proper facilities and safe access for such inspection. Where the Contract requires Work to be tested or inspected, it shall not be covered up before inspection and approval by the District.

2.12.07. Whenever Contractor desires to perform Work outside regular working hours, Contractor shall give notice to the District of such desire and request and obtain the District's written permission at least 3 working days in advance, or such other period as may be specified, except in the event of an emergency prior to performing such Work so that the District may make the necessary arrangement for testing and inspection.

2.12.08. If Contractor receives a written notice from the District that a Clarification is forthcoming from the District, all Work performed before the receipt of the Clarification shall be coordinated with the District to minimize the effect of the Clarification on Work in progress. All affected Work performed after receipt of the District's written notice but before receipt of the Clarification and not so coordinated shall be at Contractor's risk.

2.12.09. During all disputes or disagreements with the District, Contractor shall carry on the Work and adhere to the progress schedule required to be submitted under the requirements of the Contract Documents. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the District and Contractor may otherwise agree in writing.

SECTION 2.13
of
GENERAL CONDITIONS

CHANGES IN THE WORK

2.13.01 This Agreement may not be altered in whole or in part except by modification in writing and properly executed by all parties hereto or by a change order.

2.13.02 The Owner may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by Change Order.

2.13.03 The Engineer, also, may at any time, by issuing a Field Order, make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work ordered by the Engineer unless the Contractor believes that such Field Order entitles him to a change in Contract Price or Time, or both, in which event he shall give the Engineer Written Notice thereof within seven (7) days after the receipt of the ordered change. Thereafter the Contractor shall document the basis for the change in Contract Price or Time within thirty (30) days. The Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the Owner.

SECTION 2.14
of
GENERAL CONDITIONS

CHANGES IN CONTRACT PRICE

2.14.01 The Contract Price may be changed only by a Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- a. Unit prices. Original bid items. Unit prices previously approved are acceptable for pricing changes of original bid items. However, when changes in quantities exceed fifteen (15) percent of the original bid quantity and the total dollar change of that bid item is significant, the Owner shall review the unit price to determine if a new unit price should be negotiated.
- b. An agreed lump sum.
- c. The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the Work to cover the cost of general overhead and profit.

When all or any part of the work covered by Change Order is performed by any of the Contractor's Subcontractors, the markups established in this section shall be applied to the Subcontractor's actual cost of such work, to which a markup of five (5) percent on the subcontracted portion of the work may be added by the prime Contractor.

SECTION 2.15
of
GENERAL CONDITIONS

TIME FOR COMPLETION AND
LIQUIDATED DAMAGES

2.15.01 The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on or before a date specified in the Notice to Proceed. The Contractor should be aware that time is of the essence for this project.

2.15.02 The Contractor will proceed with the Work at such rate of progress to ensure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

2.15.03 If the Contractor shall fail to complete the Work within the Contract Time, or requests for extension of time approved by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the Agreement for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

2.15.04 The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following, and the Contractor has promptly given Written Notice of such delay to the Owner or Engineer.

- a. To any preference, priority or allocation order duly issued by the Owner.
- b. If delays are caused by unforeseen events beyond the control of both the Contractor and the Owner, such delays will entitle the Contractor to an extension of time as provided herein, but the Contractor shall not be entitled to damages or additional payment due to such delays. War, government regulations, labor disputes, strikes, fires, floods, adverse weather necessitating cessation of work, other similar action of the elements, inability to obtain materials, equipment, labor, required "extra work," or other specific reasons as may be further described in the specifications may constitute such a delay.

No extension of time will be granted for a delay caused by the inability to obtain materials unless the Contractor furnishes to the Engineer documentary proof of the inability to obtain such materials in a timely manner in accordance with the sequence of the Contractor's operations and the approved construction schedule.

- c. To any delays of Subcontractors occasioned by any of the causes specified in paragraphs 2.15.04a and 2.15.04b of this article.

- d. If delays beyond the Contractor's control are caused by reasons other than those mentioned above, but substantially equal in gravity to those enumerated, and an extension of time is deemed by the Engineer to be in the best interests of the Owner, an extension of time may be granted, but the Contractor shall not be entitled to damages or additional payment due to such delays.

If delays beyond the Contractor's control are caused solely by action or inaction by the Owner, such delays will entitle the Contractor to an extension of time.

- e. Extensions of time, when granted, will be based upon the effect of delays on the project as a whole and will not be granted for noncontrolling delays to minor included portions of work unless it can be shown that such delays did, in fact, delay the progress of the project as a whole.
- f. If the Contractor desires payment for a delay or an extension of time, he shall, within thirty (30) days after the beginning of the delay, file with the Owner a written request and report as to the cause and extent of the delay. The request for payment or extension must be made at least fifteen (15) days before the specified completion date. Failure by the Contractor to file these items within the times specified will be considered grounds for refusal by the Owner to consider such request.

2.15.05 In case the Work called for under this Contract is not completed within the time limit stipulated herein, the Owner shall have the right, in lieu of assessing liquidated damages, to extend the time of completion thereof. If the time limit be so extended, the Owner shall have the right to charge to the Contractor and to deduct from the final payment for the Work, the actual cost to the Owner of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the Contract and which accrue during the period of such extension, except that the cost of final surveys and preparation of final estimate and the cost accruing by reason of unavoidable delays shall not be included in such charges.

SECTION 2.16
of
GENERAL CONDITIONS

CORRECTION OF WORK

2.16.01 The Contractor shall promptly remove from the premises all Work rejected by the Engineer for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.

2.16.02 All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of Written Notice, the Owner may remove such Work and store the materials at the expense of the Contractor.

SECTION 2.17
of
GENERAL CONDITIONS

SUBSURFACE CONDITIONS AND
EXAMINATION OF CONTRACT DOCUMENTS

2.17.01 The Contractor represents that he has carefully examined the Contract Documents and the site where the Work is to be performed and that he has familiarized himself with all local conditions and Federal, State and local laws, ordinances, rules and regulations that may affect performance of the Work in any manner. The Contractor further represents that he has studied all surveys and investigation reports governing subsurface and latent physical conditions pertaining to the job site; that he has performed such additional surveys and investigations as he deems necessary to complete the Work at the Contract Price; and, that he has correlated the results of all such data with the requirements of the Contract Documents. The submittal of a Bid shall be conclusive evidence that the Contractor has investigated and is satisfied as to the conditions to be encountered and as to the character, quality and scope of the Work.

2.17.02 The Drawings for the Work show conditions as they are supposed or believed by the Engineer to exist; but it is not intended or to be inferred that the conditions as shown thereon constitute a representation that such conditions actually exist. The Owner and the Engineer shall not be liable for any loss sustained by the Contractor as a result of any variance of the conditions as shown in the Drawings and the actual conditions revealed during the progress of the Work or otherwise.

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

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

When a log of test borings showing a record of the data obtained by the investigation of subsurface conditions by the Owner, the Engineer or their consultants is included with the Drawings, it is expressly understood and agreed that said log of test borings does not constitute a part of the

Agreement, represents only the opinion of the Owner or the Engineer or their consultants as to the character of the materials encountered by them in the test borings, is included in the Drawings only for the convenience of the Contractor, and its use is subject to all of the conditions and limitations set forth in this article.

2.17.03 The availability or use of information described in this article is not to be construed in any way as a waiver of the provisions of Section 2.17.01 and the Contractor is cautioned to make such independent investigations and examinations as he deems necessary to satisfy himself as to conditions to be encountered in the performance of the Work.

2.17.04 No information derived from such inspection of records of investigations or compilation thereof made by the Owner, Engineer, or their consultants will in any way relieve the Contractor from any risk or from properly fulfilling the terms of the Agreement.

SECTION 2.18
of
GENERAL CONDITIONS

SUSPENSION OF WORK,
TERMINATION AND DELAY

2.18.01 The Owner may suspend the Work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by Written Notice to the Contractor and the Engineer which notice shall fix the date on which Work shall be resumed. The Contractor will resume that Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

2.18.02 If the Contractor is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work or if he disregards the authority of the Engineer, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a Written Notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated in a Change Order.

2.18.03 Where the Contractor's services have been terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due to the Contractor will not release the Contractor from compliance with the Contract Documents.

2.18.04 After ten (10) days from delivery of a Written Notice to the Contractor and the Engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus reasonable profit. The Owner's authority and responsibility with respect to termination for convenience of owner or upon breach of contract are set forth in more detail in Section 2.35 of these General Conditions.

2.18.05 If, through no act or fault of the Contractor, the entire Work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or by request of litigation relating to the Project, or the Engineer fails to act on any request for payment within thirty (30) days after it is submitted, or the Owner fails to pay the Contractor substantially the sum approved by the Engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a Written Notice to the Owner and the Engineer, terminate the Agreement and recover from the Owner payment for all Work executed and all expenses sustained. In addition and in lieu of terminating the Agreement, if the Engineer has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may upon ten (10) days Written Notice to the Owner and the Engineer stop the Work until he has been paid all amounts then due, in which event and upon resumption of the Work, Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the Work.

2.18.06 If the performance of all or any portion of the Work is suspended, delayed, or interrupted as a result of a failure of the Owner or Engineer to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner or Engineer.

SECTION 2.19
of
GENERAL CONDITIONS

PAYMENTS TO CONTRACTOR

2.19.01 SECTION NOT USED

2.19.02 SECTION NOT USED

2.19.03 SECTION NOT USED

2.19.04 SECTION NOT USED

2.19.05 SECTION NOT USED

2.19.06 SECTION NOT USED

2.19.07 SECTION NOT USED

2.19.08 SECTION NOT USED

SECTION 2.20
of
GENERAL CONDITIONS

ACCEPTANCE OF FINAL
PAYMENT AS RELEASE

2.20.01 The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the Owner and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bond.

SECTION 2.21
of
GENERAL CONDITIONS

INSURANCE

2.21.01 The Contractor shall not commence any work under the Contract Documents until he obtains at his own expense all required insurance. Such insurance must have the approval of the Owner as to Company, limits, form and amount. The Contractor shall not permit any Subcontractor to commence work on the Project until the Subcontractor has also complied with these insurance requirements. The types of insurance, which the Contractor shall secure and maintain for the full Contract time, are Workers' Compensation Insurance, Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance, Builder's Risk "All Risk" Insurance, and Contractor's Pollution Liability Insurance as hereinafter specified. 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 his operations under the Contract Documents.

All policies required by this Section shall be primary insurance as to the Owner so that coverage held by the Owner will not contribute to any loss under the Contractor's insurance using the ISO endorsement CG 20 01 04 13 or coverage at least as broad.

Premiums for said insurance shall be paid for by the Contractor.

2.21.02 Before commencing any work, the Contractor shall submit written evidence that he and all Subcontractors have obtained for the Contract time full Worker's Compensation Insurance coverage, as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation** (also known as Transfer of Rights of Recovery Against Others to Us): The Contractor hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the Owner, its directors, officers, employees, and authorized volunteers, for losses paid under the terms of this coverage which arise from work performed by the named insured for the Owner; this provision applies regardless of whether or not the Owner has received a waiver of subrogation from the insurer.

2.21.03 Before commencing any work, the Contractor shall procure for the entire Contract time full Commercial General Liability Insurance, Automobile Liability Insurance coverage, and Contractor's Pollution Liability as hereinafter specified. Such insurance shall insure the Contractor and all Subcontractors for all claims for personal injury, including sickness and death, and all claims for destruction of or damage to property, including loss of use, arising out of or in connection with any operations under the Contract Documents, whether such operations be by the Contractor or by any Subcontractor under the Contractor, or by anyone directly or indirectly employed by the Contractor or by any Subcontractor.

Such Commercial General Liability Insurance shall be written with a limit of liability of not less than five million dollars (\$5,000,000) per occurrence or the full per 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 (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement, or insurer's equivalent endorsement provided to the District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit. Should the Contractor maintain insurance coverage exceeding the specified amount, any such additional coverage shall still benefit the Owner.

Such Commercial General Liability Insurance shall also be written for all damages arising out of injury to or destruction of property of others, arising directly or indirectly out of or in connection with the performance of the Work under the Contract Documents and in any one occurrence, including explosion, collapse and underground exposure.

Contractor's Pollution Liability – (optional: if project involves environmental hazards) with limits no less than \$5,000,000 per occurrence or claim, and \$10,000,000 policy aggregate.

Such Automobile Liability Insurance shall be written with a limit of liability of not less than one million dollars (\$1,000,000) for all damages arising out of bodily injury, including sickness and death, at any time resulting therefrom, sustained by any one person in any one occurrence, and a limit of liability of not less than two million dollars (\$2,000,000) aggregate for any such damages sustained by two or more persons in any one occurrence. Such automobile liability insurance shall be written with a limit of liability of not less than one million dollars (\$1,000,000) for all damages arising out of injury to or destruction of property of others, arising directly or indirectly out of or in connection with the performance of the Work under the Contract Documents and in any one occurrence, including explosion, collapse and underground exposure.

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

Coverage for Commercial General Liability Insurance, Contractor's Pollution Liability Insurance and Automobile Liability Insurance shall be at least as broad as the following:

- a. Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 00 01).
- b. Insurance Services Office (Form CA 00 01), covering Symbol 1 (any auto) with a limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
- c. Excess Liability Insurance (if necessary) - The limits of insurance required in this agreement may be satisfied by a combination of primary, umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of

the District (if agreed to in a written contract or agreement) before the District's own primary or self-insurance shall be called upon to protect it as a named insured.

Any deductible or self-insured retention must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officers, employees, agents and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigations, administration and defense expenses.

The Commercial General Liability Insurance policy and Contractor's Pollution (if necessary) are to contain, or be endorsed to contain, the following provisions:

The policy for such insurance shall include contractual coverage sufficiently broad to cover the Contractor's indemnification agreement contained in Section 2.24 excepting 2.24.04 of these General Conditions. The District, its directors, officers, employees, and authorized volunteers are to be given insured status at least as broad as ISO endorsement CG 20 10 11 85; or both CG 20 10 10 01 and CG 20 37 10 01 (or the CG 20 10 07 04 and CG 20 37 07 04 (or earlier edition date) specifically naming all of the District parties required in this agreement, or using language that states "as required by contract"). All Subcontractors hired by Contractor must also have the same forms or coverage at least as broad; as respects (via CG 20 38 04 13): 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 automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officers, employees, or authorized volunteers.

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in the favor of the District for all work performed by the Contractor, its employees, agents and subcontractors. this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.

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

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

or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by Owner. The policy must specify that coverage is to include all materials and equipment to be incorporated in the Project while at the construction site and while in transit.

Such policy shall be endorsed with the District, the Owner, the Owner's Representative, the Engineer and their consultants and each of their directors, officers, employees, and authorized volunteers named as loss payee, as their interest may appear. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for the District or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by the District. A maximum deductible amount of five thousand dollars (\$5,000.00) on all perils will be allowed. Also, the insurer shall waive all rights of subrogation.

If the Owner determines not to require the Contractor to procure such insurance, the Contract price shall be reduced by the amounts set forth in the bid items for the premium for such insurance.

If the Owner determines to require the Contractor to procure such insurance, such insurance shall be endorsed with the District, the Owner, the Owner's Representative, the Engineer and their consultants and each of their directors, officers, employees, and authorized volunteers named as loss payee, as their interest may appear. The policy or policies for such insurance may provide for a deductible amount not to exceed five (5) percent of the Contract price. As provided in Section 7104 of the Public Contracts Code, the Contractor is responsible for the cost of repairing or restoring work up to five (5) percent of the contract amount.

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

Acceptability of Insurers - Any insurance carrier providing insurance coverage required by the Contract Documents shall be authorized to do business in the State of California unless waived, in writing, by the District's Contracts Analyst. Carrier(s) shall have an A.M. Best rating of no less than an A: VII or better.

Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with District a certificate of insurance (Acord Form 25 or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative and evidence of waiver of rights of subrogation against the District. Such evidence shall also include (1) attached additional insured endorsements with primary & non-contributory wording, (2) Workers' Compensation waiver of subrogation, and (3) a copy of the Commercial General Liability declarations or

endorsement page listing all policy endorsements, and confirmation that coverage includes or has been modified to include required provisions. The District reserves the right to obtain complete, certified copies of all required insurance policies at any time and the Contractor shall provide the same within five (5) days of such request. Failure to continually satisfy the insurance requirements is a material breach of contract.

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

The Contractor shall, upon demand of District, deliver to District copies such policy or policies of insurance and the receipts for payment of premiums thereon.

The District reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other circumstances.

SECTION 2.22
of
GENERAL CONDITIONS

CONTRACT SECURITY

2.22.01 The Contractor shall within thirty (30) days after the receipt of the Notice of Award furnish the Owner with a Performance Bond in penal sum equal to the amount of the Contract Price and a Payment Bond in penal sum equal to one-hundred (100) percent of the amount of the Contract Price, requiring the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the payment by the Contractor to all subcontractors, persons supplying labor and materials in the prosecution of the Work provided by the Contract Documents.

2.22.02 Bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570 and by California law. The expense of these Bonds shall be borne by the Contractor. Bonds to be placed with insurers with a current A.M. Best's rating of no less than A: VII or better.

2.22.03 If at any time a surety on any such Bond is declared a bankrupt or loses its right to do business in the state in which the Work is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such Bond shall be paid by the Contractor. No further payments shall be deemed due nor shall they be made until the new surety or sureties shall have furnished an acceptable Bond to the Owner.

2.22.04 The Performance Bond and the Payment Bond must remain in effect throughout the period for performance of the Work and through the time of final payment by the Owner, and the Performance Bond must remain in effect for a period of one (1) year from the date of approval of the work by the Board of Directors of Owner, which is the period of the Contractor's warranty, or as modified under the Supplemental General Conditions. If a change order results in an increased contract amount, an updated bond must be submitted to reflect the revised total contract value.

SECTION 2.23
of
GENERAL CONDITIONS

ASSIGNMENTS AND BANKRUPTCY

2.23.01 The Contractor shall not sell, transfer, assign or otherwise dispose of the Agreement or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the Owner.

2.23.02 In the event of bankruptcy of the Contractor, whether voluntary or involuntary, this Agreement is automatically terminated, and the Contractor is entitled to no further payments over and above the reasonable value of the actual work completed at that time.

SECTION 2.24
of
GENERAL CONDITIONS

INDEMNIFICATION

2.24.01 The Contractor and any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable during the term of this agreement and associated with the work performed thereunder, will indemnify, defend and hold harmless the Owner and any of their directors, independent contractors, agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense is attributable to personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any act or omission of the Contractor, any Subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose acts or omissions any of them may be liable, but not including the sole or active negligence or willful misconduct of the Owner.

Each of the indemnified parties named in this Section shall be entitled to designate the attorney of their choice and indemnitor agrees to keep Owner's attorney advised as to the status of all claims, damages, losses, expenses and litigation which may arise hereunder.

2.24.02 In any and all claims against the Owner or any of their directors, independent contractors, agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

2.24.03 The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.

2.24.04 The Contractor shall indemnify, defend and save the Owner, the Owner's Representative, the Engineer, their consultants, and each of their directors, independent contractors, officers, employees and agents harmless from all costs, losses, expenses, damages, attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of Contractor's obligations under the Agreement, including but not limited to, Contractor's failure to complete any portion of the Work by the time specified in the Contract Documents. Such costs, expenses, and damages shall include all costs incurred by the Owner, the Owner's Representative, the Engineer, and their consultants to defend against any claims, stop notices, or lawsuits based thereon in which any of them is made a party.

Each of the indemnified parties named in this section shall be entitled to designate the attorney of their choice and the indemnitor agrees to pay the fee of each such attorney so designated.

SECTION 2.25
of
GENERAL CONDITIONS

SEPARATE CONTRACTS

2.25.01 The Owner reserves the right to let other contracts in connection with this Project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work and shall properly connect and coordinate his Work with theirs. If the proper execution or results of any part of the Contractor's Work depends upon the Work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such Work that render it unsuitable for such proper execution and results.

2.25.02 The Owner may perform additional Work related to the Project by himself, or he may let other Contracts containing provisions similar to these. The Contractor will afford the other Contractors who are parties to such Contracts (or the Owner, if he is performing the additional Work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work and shall properly connect and coordinate his Work with theirs.

2.25.03 If the performance of additional Work by other Contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, Written Notice thereof shall be given to the Contractor prior to starting any such additional Work. If the Contractor believes that the performance of such additional Work by the Owner or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefor as provided in Sections 2.14, 2.15, and 2.18.

SECTION 2.26
of
GENERAL CONDITIONS

SUBCONTRACTING

2.26.01 The Contractor may utilize the services of specialty Subcontractors on those parts of the Work, which, under normal contracting practices, are performed, by specialty Subcontractors.

2.26.02 After submission of his Bid, the Contractor shall not award Work to any unlisted Subcontractor(s) without prior written approval of the Owner.

2.26.03 The Contractor shall be fully responsible to the Owner for the performance of his Subcontractors, and of persons either directly or indirectly employed by them.

2.26.04 The Contractor shall review each condition of this Contract and cause to be inserted in all subcontracts comparable provisions relative to the Work to bind Subcontractors to the Contractor by the terms of the Subcontract Documents insofar as applicable to the Work of Subcontractors in the same manner that Contractor is bound to Owner (e.g., payment bond, insurance, arbitration, termination on unauthorized assignment or on bankruptcy, etc.), and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents. Copies of contracts between the Contractor and any Subcontractors shall be furnished to the Owner upon request.

2.26.05 All payments by Contractor to Subcontractor(s), which involve material made by joint check, shall specifically allocate the payment between the materialmen involved and the Subcontractor.

2.26.06 Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.

SECTION 2.27
of
GENERAL CONDITIONS

ENGINEER'S AUTHORITY

2.27.01 The Engineer shall act as the Owner's representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and Work performed. He shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Engineer will make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents.

2.27.02 The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship and execution of the Work. Inspections may be at the factory or fabrication plant of the source of material supply.

2.27.03 The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

2.27.04 The Engineer shall promptly make decisions relating to interpretation of the Contract Documents.

2.27.05 Any plan or method of Work suggested by the Engineer but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the Engineer and the Owner shall assume no responsibility therefor.

2.27.06 Engineer's authority and responsibility with respect to Resident Project Representation are as set forth in Section 2.33 of these General Conditions.

SECTION 2.28
of
GENERAL CONDITIONS

LAND AND RIGHTS-OF-WAY

2.28.01 Prior to issuance of Notice to Proceed, the Owner shall obtain land and all work shall be performed within existing public rights-of-way for carrying out the Work to be performed pursuant to the Contract Documents. Right-of-way limits are shown on the Drawings.

2.28.02 The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

2.28.03 Contractor shall confine his equipment, the storage of materials and equipment and the operations of his workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment.

2.28.04. Notwithstanding the designation of Contract limits or the indication of temporary fences or barricades, the provisions of the Contract Documents governing certain portions or phases of the Work may require that certain operations be carried out beyond such designated limits. In all cases, the Work shall be constructed solely within the boundaries described in the Contract Documents. Contractor shall coordinate with the District to obtain in advance of said operations all necessary permits, rights-of-way, or easements, and shall give proper notice thereof to owners of affected properties in accordance with section 832 of the California Civil Code. Contractor shall obtain all such permits, rights-of-way and easements at no cost to the District.

2.28.05. Pumping, draining and control of surface and ground water and excavating or other earthwork shall be carried out so as to avoid endangering the Work or adjacent facility or property, or interrupting, restricting or otherwise infringing or interfering with the use thereof. Contractor shall conform to the Code and applicable laws and regulations and shall obtain all permits necessary to perform grading or excavation or dispose of surface or ground water or excavated materials at the Site.

2.28.06. Contractor shall not load nor permit any part of any structure to be loaded in a manner that will endanger the structure, nor shall Contractor subject part of the Work or adjacent property to stresses or pressures that will endanger it.

2.28.07. Contractor shall assume full responsibility and shall promptly settle all claims for damage to areas within the Contract limits, or to adjoining areas or the owners or occupants thereof, resulting from the performance of the Work.

SECTION 2.29
of
GENERAL CONDITIONS

GUARANTEE

2.29.01 The Contractor shall guarantee that all materials and equipment furnished will be new unless otherwise specified.

2.29.02 The Contractor shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of acceptance by the Board of Directors of Owner. The Contractor warrants and guarantees for a period of one (1) year from the date of acceptance by the Board of Directors of Owner that the completed work is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reasons of such defects including the repairs of any damage to other parts of the work resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other Work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect throughout the guarantee period.

SECTION 2.31
of
GENERAL CONDITIONS

TAXES

2.31.01 The Contractor shall be responsible for paying all taxes applicable during the performance of the Work or portions thereof, whether or not said taxes were in effect on or increased after the date of Bid opening including, but not limited to, all sales, consumer, use and other similar taxes assessed by Federal, State or local authorities where the Work is performed.

2.31.02 The terms of these Contract Documents may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to these Contract Documents, the private party may be subjected to the payment of personal property taxes levied on such interest.

SECTION 2.32
of
GENERAL CONDITIONS

CONFLICT

2.32.01 SECTION NOT USED.

2.32.02 SECTION NOT USED.

SECTION 2.33
of
GENERAL CONDITIONS

RESIDENT PROJECT REPRESENTATIVE

2.33.01 The Engineer will furnish a Resident Project Representative and Assistants to assist the Engineer in carrying out his responsibilities at the Project sites. The duties, responsibilities, and limitations of authority of any such Resident Project Representative and Assistants are herein set forth.

2.33.02 The Resident Project Representative is the Engineer's agent and will act as directed by and under the supervision of the Engineer. He will confer with the Engineer regarding his actions. His dealings in matters pertaining to the on-site Work shall, in general, be only with the Engineer and the Contractor. His dealings with Subcontractors shall only be through or with the full knowledge of the Contractor or his superintendent. He will generally communicate with the Owner only through or as directed by the Engineer.

2.33.03 The duties and responsibilities of the Resident Project Representative will be as follows:

- a. Schedules - Review the progress schedule, schedule of Shop Drawing submissions, and schedule of values prepared by the Contractor and consult with the Engineer concerning their acceptability.
- b. Conferences - Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with the Engineer and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
- c. Liaison -
 - (1) Serve as the Engineer's liaison with the Contractor, working principally through the Contractor's superintendent and assist him in understanding the intent of the Contract Documents. Assist the Engineer in serving as Owner's liaison with the Contractor when Contractor's operations affect Owner's on-site operations.
 - (2) As requested by the Engineer, assist in obtaining from the Owner additional details or information, when required at the job site for proper execution of the Work.
 - (3) Alert the Contractor directly and through his superintendent, to the hazards involved in accepting or acting upon instructions from the Owner or others, except instructions transmitted through the Engineer or himself.

- d. SECTION NOT USED
- e. SECTION NOT USED
- f. Interpretation of Contract Documents - Transmit to the Contractor the Engineer's clarifications and interpretations of the Contract Documents.
- g. Modifications - Consider and evaluate the Contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to the Engineer.
- h. Records -
 - (1) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Agreement, the Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents.
 - (2) Keep a diary or logbook, recording hours on the job site, weather conditions, data related to questions of extras or deductions, list of visiting officials, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to the Engineer.
 - (3) Record names, addresses and telephone numbers of all the Contractors, Subcontractors, and major Suppliers of equipment and materials.
- i. Reports -
 - (1) Furnish Engineer periodic reports as required of progress of the Work and the Contractor's compliance with the approved progress schedule and schedule of Shop Drawing submissions.
 - (2) Consult with the Engineer in advance of scheduled major tests, inspections or start of important phases of the Work.
- j. Payment Requisitions - Review applications for payment with the Contractor for compliance with the established procedure for their submission and forward them with recommendations to the Engineer, noting particularly their relation to the schedule of values, Work completed and materials and equipment delivered at the site.
- k. Guarantees, Certificates, Maintenance and Operation Manuals - During the course of the Work, verify that guarantees, certificates, maintenance and operation manuals and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed; and deliver this material to the Engineer for his review and forwarding to the Owner prior to final acceptance of the Project.

1. Completion -

- (1) Before the Engineer issues a Certificate of Substantial Completion, submit to the Contractor a list of observed items requiring correction.
- (2) Conduct final inspection in the company of the Engineer, Owner and Contractor and prepare a final list of items to be corrected.
- (3) Verify that all items on the final list have been corrected and make recommendations to the Engineer concerning acceptance.

2.33.04 Except upon written instructions of the Engineer, the Resident Project Representative shall not:

- a. Authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
- b. Undertake any of the responsibilities of the Contractor, Subcontractors, or Contractor's superintendent.
- c. Expedite Work for the Contractor.
- d. Advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
- e. Advise on or issue directions as to safety precautions and programs in connection with the Work.
- f. Authorize the Owner to occupy the Project in whole or in part.
- g. Participate in specialized field or laboratory tests.

SECTION 2.34
of
GENERAL CONDITIONS

LEGAL RELATIONS AND RESPONSIBILITY

2.34.01 The Contractor shall keep himself fully informed of all existing and future State and Federal laws and all county and city ordinances and regulations which in any manner affect the conduct of the Work, and all of such orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency is discovered in the Contract Documents or Agreement for the Work in relation to any such law, ordinance, regulation, order or decree, he shall forthwith report the same to the Engineer in writing. He shall at all times observe and comply with and shall cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect, defend and indemnify the Owner, the Engineer, and all of its and their officers and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations and without giving notice to the Owner, the Contractor shall bear all costs arising therefrom.

The Contractor's attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of California and especially to Article 2 (Wages); and Article 3 (Working Hours).

- a. Wages to be paid for a day's work to all classes of laborers, workers, or mechanics on the work contemplated by the contract, shall be not less than the prevailing rate for a day's work in the same trade or occupation on the locality within the State where the work hereby contemplated is to be performed as determined by the State of California Director of Industrial Relations pursuant to his authority under Labor Code section 1720 et. seq. Each laborer, worker, or mechanic employed by a Contractor or by any Subcontractor shall receive the wages herein provided for. The Contractor shall pay up to two hundred (\$200.00) per day penalty for each worker paid less than the prevailing rate of per diem wages. The difference between the prevailing rate of per diem wages and the wage paid to each worker shall be paid by the Contractor to the worker. NOTE: an error on the part of the awarding body does not relieve the Contractor from responsibility for payment of the prevailing wage of per diem wages and penalties pursuant to Labor Code section 1720 – 1781 and 1813 – 1815.
- b. In accordance with Sections 1773.1 and 1773.8 of the Labor Code the Contractor shall pay travel and subsistence payments to each workman needed to execute the Work as such travel and subsistence payments are defined in the applicable collective bargaining assurances filed with the Department of Industrial Relations.
- c. Pursuant to Labor Code Section 1810 et. seq., it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.

- d. Pursuant to Labor Code Section 1813, it is stipulated hereby that the Contractor shall, as a penalty to the Owner, forfeit up to twenty-five (25) Dollars for each workman employed in the execution of this Contract by the Contractor or by any Subcontractor hereunder for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of 8 hours per day at not less than 1.5 times the base rate of pay (or 2 times base rate on Sunday/Holidays), in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2, of the Labor Code.
- e. The Contractor is responsible for compliance with Labor Code Section 1777.5 and the California Code of Regulations 230 – 230.2 for all apprenticeable occupations, whether employed by the Contractor or by the Subcontractors. Included in these requirements is the Contractor's requirement to provide notification to the appropriate apprenticeship committees, pay training fund contributions, utilize apprentices in a minimum ratio of not less than once apprentice for each five journeyman hours (unless an exception is granted in accordance with Labor Code 1777.5) and/or request for the dispatch of apprentices.

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

Willful violations of Section 1777.5 will result in a forfeiture of \$100.00 for each calendar day of noncompliance which shall be withheld from progress payments by Owner upon notice from the Department of Industrial Relations. (Labor Code 1777.7).

- f. Attention is directed to the provisions of Labor Code 1725.5 requiring all contractors and subcontractors who bid or work on a public works project to be registered with the Department of Industrial Relations (DIR) via its online portal: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm>

2.34.02 In the event of any legal or equitable proceeding to enforce the terms or conditions of this Agreement, the parties agree that venue shall be in the judicial district in which the office of the Owner is located.

2.34.03 If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

All clauses contained in the Contract Documents shall be interpreted in a manner, which renders them valid under applicable provisions of State, and Federal law where a consistent interpretation is possible.

2.34.04 In the event any arbitration proceeding, administrative proceeding or litigation in law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions or performance of this Agreement, the prevailing party shall be entitled to the award of a reasonable attorney's fee and the costs of the proceeding, which shall be determined by the Court or the presiding officer at the proceeding, authorized to make a determination of the issues at the hearing level, or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

If any party to this Agreement becomes a party to any litigation, administrative proceeding or arbitration concerning the enforcement or interpretation of the provisions of this Agreement or the performance of this Agreement by reason of any act or omission of another party or authorized representatives of another party to this Agreement and not by any act or omission of the party that becomes a party to that proceeding or any act or omission of its authorized representatives, the party that causes another party to become involved in the proceeding shall be liable to that party for reasonable attorney fees and costs of the proceeding incurred by that party in the proceeding. The award of reasonable attorney fees and costs shall be determined as provided above.

In the event opposing parties have each prevailed on one or more causes of action actually contested or admitted by pleadings or prehearing documents on file, the presiding officer may offset such fees and costs between prevailing parties after considering the necessity of the proceeding and the importance of the issue or issues upon which a party has prevailed.

2.34.05 It shall be the responsibility of the contractor to maintain an accurate payroll record showing the name, address, Social Security Number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each employee in accordance with Labor Code 1776, and to insure that each subcontractor on the project also complies with all provisions of Labor Code 1776 and this contract provision.

All payroll records shall be certified as accurate by the applicable contractor or subcontractor or its agent having authority over such matters.

The Contractor shall submit to the Agency's designated Labor Compliance Officer a copy of Certified Payroll Records as enumerated by Labor Code 1776 for the Contractor's, as well as Subcontractor's, employees working on the project work. The Agency shall make no payment to the Contractor until the certified records are received by the Agency's designated Labor Compliance Administrator/Department/Division. Each contractor performing work under contract shall keep an accurate payroll record, showing the name, address, social security number, work week, and the actual per diem wages to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work. Such records shall be certified and available for inspection at all reasonable hours at the principal place of the Contractor as required by Labor Code section 1776. Contractor and Subcontractor shall keep accurate project records such as Daily Logs and Reports and may be asked to provide copies of such records per the State of California Public Records Act, Government Code section 6250 – 6276.48. Pursuant to SB854, all public works contractors and subcontractors shall also furnish electronic certified payroll records directly to the Labor Commissioner. For all projects awarded on or after April 1, 2015, the contractors and

subcontractors must furnish electronic certified payroll records to the Labor Commissioner using the online portal: <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>

Records made available to the general public in accordance with the prior paragraph shall be marked or obliterated in such a manner that the name and address of the contractor and/or subcontractor and the name, address and telephone number of all employees do not appear on the modified records.

Contractor shall file a certified copy of any requested payroll records with the entity that requested such records within ten (10) days of the date a written request for payroll records has been received.

Failure of contractor to comply with any provision of this Section or Labor Code 1776 within ten (10) days of the date a written request for compliance is received shall result in a forfeiture of up to one hundred dollars (\$100.00) per calendar day or portion thereof, for each worker, until strict compliance is obtained. Upon notification by the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the Department of Industrial Relations, the Owner shall withhold penalties under this Section or Labor Code 1776 from the contractor's progress payments then due.

2.34.06 By entering into this contract or any subcontract pursuant to this contract, the Contractor and each Subcontractor who performs work or supplies goods, services or materials hereby offers and agrees to assign to the Owner all rights, title, and interest in and to all causes of action it may have under Federal or State Anti-Trust Law, including, but not limited to, any Anti-Trust action any of them may have under Section 4 of the Clayton Act (15 U.S.C. Sec 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, services or materials pursuant to this contract or any related subcontract. This assignment is made and becomes effective at the time the awarding body tenders final payment to the Contractor shall insure that a comparable provision is included in all subcontracts at all tier levels which are executed pursuant to this prime contract. Contractor shall have the rights set forth in Section 4553 and 4554 of the Public Contract Code.

SECTION 2.35
of
GENERAL CONDITIONS

REMOVAL, RELOCATION OR PROTECTION
OF EXISTING UTILITIES

2.35.01 SECTION NOT USED

2.35.02 SECTION NOT USED

2.35.03 SECTION NOT USED

2.35.04 SECTION NOT USED

2.35.05 SECTION NOT USED

SECTION 2.36
of
GENERAL CONDITIONS

ANTI-TRUST CLAIMS

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

SECTION 2.37
of
GENERAL CONDITIONS

TERMINATION FOR CONVENIENCE
OF OWNER OR UPON BREACH OF CONTRACT

2.37.01 The performance of work under this contract may be terminated by Owner in accordance with this clause in whole or from time to time in part whenever Owner or Owner's Representative determines that such termination is in the best interest of Owner. Any such termination shall be affected by delivery to Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, the date upon which the termination becomes effective, and the reason for the termination.

2.37.02 After receipt of a Notice of Termination, except as otherwise directed by Owner or Owner's Representative, Contractor shall:

- a. Stop work under the contract on the date and to the extent specified in the Notice of Termination,
- b. Place no further orders or subcontract for materials, services, or facilities, except as may be necessary for the completion of such portion of work under the contract as is not terminated,
- c. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination,
- d. Assign to Owner in the manner, at the times, and to the extent directed by Owner or Owner's Representative all of the right, title, and interest of Contractor under the orders and subcontracts terminated, in which case Owner shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts,
- e. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts to the extent Owner may require,
- f. Transfer title and deliver to Owner, in the manner, at the times, and to the extent, if any, directed by Owner (1) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of work terminated by the Notice of Termination and (2) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to Owner,
- g. Use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by Owner or Owner's Representative any property of the types referred to in f. above, provided Contractor (1) shall not be required to extend credit to any purchasers, and (2) may acquire any such property under the conditions prescribed by and at the prices approved by Owner or Owner's Representative. The proceeds of any such

transfer or disposition shall be applied in reduction of any payments to be made by Owner to Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as Owner or Owner's Representative may direct,

- h. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination to the satisfaction of Owner,
- i. Take such action as Owner or Owner's Representative may direct for the protection and preservation of the property related to this contract which is in the possession of Contractor and which the Owner has or may acquire an interest.

After receipt of a Notice of Termination, Contractor shall submit to Owner his termination claim, in the form and with certification prescribed by Owner or Owner's Representative. This claim shall be submitted promptly but in no event later than three (3) months from the effective date of termination, unless one or more extensions in writing are granted by the Owner or Owner's Representative upon Contractor's written request within such three (3) month period or any authorized extension of the three (3) month period. Owner may deny or grant the request for an extension of time as Owner may determine in its sole discretion. Owner's decision to grant or deny the extension shall be final and binding on all parties to this contract. Upon failure of Contractor to submit his termination claim within the time allowed, Owner or Owner's Representative may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of termination and shall thereupon pay to Contractor the amount so determined.

2.37.03 Contractor and Owner may agree upon the whole or any part of the amount paid to Contractor by reason of the total or partial termination of work pursuant to this clause provided an agreement, in writing, has been reached within three months following the date the termination notice has become effective.

In the event Contractor and Owner are unable to agree on the termination price, Owner shall pay to Contractor the amount determined by Owner or Owner's Representative, in its sole discretion, to be fair and equitable under the circumstances excluding amounts Owner and Contractor have agreed to in accordance with the terms of this section.

In no event shall Contractor be entitled to receive any amount upon termination of this contract which exceeds the total contract price reduced by the amount of payments otherwise made and further reduced by the contract price of work not terminated, by the fair value, as determined by Owner or Owner's Representative, in its sole discretion, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to Owner, by all unliquidated advances or other payments on account made to Contractor applicable to the terminated portion of the contract, by any claim which Owner may have against Contractor in connection with this contract, by the agreed price for, or the proceeds of sale of any materials, supplies, or other things acquired by Contractor or sold, pursuant to the provisions of this clause and not otherwise recovered or credited to Owner, and by estimated or actual costs to correct Contractor's work which Owner or Owner's Representative, in its sole discretion, determines to be defective. The decision of Owner or Owner's

Representative to determine the proper termination amounts shall be final and binding on all parties to this contract.

2.37.04 Unless otherwise provided for in this contract, Contractor shall, from the effective date of termination until the expiration of three years after final settlement under this Contract, preserve and make available to Owner at all reasonable times at the office of Contractor, and without charge of any kind to Owner, all Contractor's books, records, documents, and other evidence bearing on the costs and expenses of Contractor under this contract. For this purpose, Contractor specifically consents to allow Owner to receive such copies of Contractor's tax returns as Owner may deem necessary to verify Contractor's costs.

2.37.05 In the event Owner terminates the contract in whole or in part due to the failure of Contractor, its agents, servants, employees or subcontractors to perform any work in the time or manner designated in the contract documents, Owner shall immediately serve written notice of the Termination upon the surety and the Contractor, and the surety shall have the right to take over and perform the contract; provided, however, that if the surety within ten (10) days after the serving upon it of a notice of termination does not give the Owner written notice of his intention to take over and perform the contract or does not commence performance thereof within thirty (30) days from the date of serving said notice, the Owner may take over the work and prosecute the same to completion by contract or by any other method he may deem advisable for the account and at the expense of the Contractor, and his surety shall be liable to the Owner for any excess costs or other damages occasioned the Owner thereby, and in such event the Owner may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plants, and other property belonging to the Contractor that may be on the site of the work and be necessary therefor. For any portion of such work that the Owner elects to complete by furnishing his own employees, materials, tools and equipment, the Owner shall be compensated for such in accordance with the schedule of compensation for force account work in the article on payment for changes in the work.

2.37.06 In the event Owner terminates the contract as a result of a breach of any contract terms by Contractor, its agents, servants, employees or subcontractors, if the unpaid balance of the contract price exceeds the direct and indirect costs of completing the work, including, but not limited to, all costs to Owner arising from professional services and attorneys' fees and all costs generated to insure or bond the work of substituted contractors or subcontractors utilized to complete the work, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to the Owner promptly upon demand; on failure of Contractor to pay, the Surety shall pay on demand by Owner. Excessive costs not paid by Contractor or its Surety within thirty (30) days following the mailing of a demand for such costs by Owner shall earn interest at the rate of fifteen percent (15%) per annum or the maximum rate authorized by California law, whichever is lower.

SECTION 2.38
of
GENERAL CONDITIONS

SUPPLEMENTAL GENERAL CONDITIONS

2.38.01 Responsibility of Job Site Conditions

Contractor agrees that he shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property. This requirement shall apply continuously and not be limited to normal working hours. The Contractor shall defend, indemnify and hold the Owner and the Engineer harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting for liability arising from the sole negligence of the Owner or the Engineer.

2.38.02 Mediation and Arbitration of Claims

Pursuant to Public Contract Code Section 20104(c), the current provisions of Article 1.5 of Chapter 1 of Part 3 of the Public Contract Code (commencing with Section 20103.5) dealing with the mediation and arbitration of public works claims are incorporated herein and a copy of these provisions are attached to these General Conditions.

SECTION 2.39
of
GENERAL CONDITIONS

PUBLIC CONTRACT CODE SECTIONS
20103.5 – 20207.7

The following Public Contract Code Sections are included for information.

20103.5. In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

20104. (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount of payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

20104.2. For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within fifteen (15) days after receipt of the further documentation or within a period of time no greater than taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within fifteen (15) days of receipt of the local agency's response or within fifteen (15) days of the local agency's failure to respond within the time prescribed respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the local agency shall, within thirty (30) days, schedule a meet-and-confer conference for the purpose of resolving the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision

(a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

20104.4. The following procedures are established for all civil actions filed to resolve claims subject to this article.

(a) Within sixty (60) days, but no earlier than thirty (30) days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the fifteen (15) day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgement shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

20104.6. (a) No local agency shall fail to pay money as to any portion of a claim, which is undisputed except as, otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgement. The interest shall begin to accrue on the date the suit is filed in a court of law.

As stated in subdivision (c) of Section 20104, any contract entered into on or after January 1, 1991, which is subject to this article shall incorporate this article. To that end, these contracts shall be subject to this article even if this article is repealed pursuant to subdivision (a).

20207.7. Unless the amount involved in the purchase at any one time of any articles for which no contract has been entered into exceeds ten thousand dollars (\$10,000), the board may purchase the articles without the necessity of advertising or lettering contracts. Where the cost of any articles for which no contract has been entered into exceeds ten thousand dollars (\$10,000), the board shall advertise for sealed bids for furnishing the district the articles. In the matter of advertising, opening and accepting bids, and the letting of contracts, the board shall proceed in all respects in the manner and form provided in the case of contracts for annual supplies.