

# RANCHO MURIETA COMMUNITY SERVICES DISTRICT

## GENERAL SPECIFICATIONS

### **GS-1. Definitions and Terms**

G1-01. General: Whenever the following terms, titles, or abbreviations are used in these specifications, or in any document or instrument where these specifications govern, the intent and meaning shall be as herein defined.

### **G1-02. Abbreviations**

AAN	American Association of Nurserymen
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
APA	American Plywood Association
ASA	American Standards Association
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing Materials
AWS	American Welding Society
AWWA	American Water Works Association
CSI	Construction Specifications Institute
FS	Federal Specifications
IPS	Iron Pipe Size
NBFU	National Board of Fire Underwriters
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	Nation Fire Protection Association
NSF	National Sanitation Foundation
OSHA	Occupational Safety & Health Act
Title 19	Title 19 (Public Safety) of the California Administrative Code
Title 24	Title 24 (Building Standards) of the California Administration Code
UL	Underwriter's laboratories, Inc.
UBC	Uniform Building code (latest edition adopted by Sacramento County)
UMC	Uniform Mechanical Code (latest edition adopted by Sacramento County)
UPC	Uniform Plumbing code (latest edition adopted by Sacramento County)
WCLA	West Coast Lumbermen's Association
WIC	Woodwork Institute of California
RMCS D	Rancho Murieta Community Services District
RMA	Rancho Murieta Association

All references to the specifications, standards, or other publications of any of the above are understood to refer to the current issue as revised or amended at the date of receipt of bids.

**G1-01 ARCHITECT:** A person or persons, firm, partnership, joint venture corporation, or combination thereof or authorized representative thereof, acting in the capacity of consultant to the District. The Architect and his sub-consultants shall issue directions to the contractor only through the Engineer. When the specifications require that approval be obtained from the Architect, such approval shall be requested from and be given by the Engineer.

**G1-02, AS SHOWN, ETC.:** Where the “as shown”, “as indicated”, “as detailed”, or other words of similar import are used, it shall be understood that reference is made to the contract drawing unless specifically stated otherwise. Where “as directed”, “as permitted”, “approved”, or other words of similar import are used, it shall be understood that the direction, permission, requirements, or acceptance of the District is intended unless stated otherwise.

**G1-03, BIDDER:** Any person or persons, firm, partnership, joint venture, corporation, or combination thereof, submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

**G1-04 BOARD:** The Board of Directors of Rancho Murieta Community Services District.

**G1-05, CALENDAR DAY:** Calendar day shall be defined as every day shown on the calendar, Sundays and holidays included. When the time for completion in the special Provisions is set forth in Calendar Days, each and every reference to working days in these Specifications shall be deemed to mean Calendar Days.

**G1-06, CONSULTING ENGINEER:** A person or persons, firm, partnership, joint venture corporation, or combination thereof or authorized representative thereof, acting in the capacity of consultant to the District. The Consulting engineer and his sub-consultants shall issue directions to the Contractor only through the Engineer. When the specification requires that approval be obtained from the Consulting Engineer, such approval shall be requested from and be given by the Engineer.

**G1-07, CONTRACT:** The written agreement covering the performance of the work and the furnishing of labor, materials, tools, and equipment in the construction of the work. The contract shall include the notice to contractors, proposal, plans, specifications, special provisions, addenda, and contract bonds; also any and all supplemental agreements amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner. Supplemental agreements are written agreements covering alternations, amendments, or extensions to the contract and include contract change orders.

**G1-08, CONTRACTOR:** The person or persons, firm, partnership, joint venture, corporation, or combination thereof, private or municipal, who has entered into a contract as defined in Section G1-07 of these Specification with the District as party or parties of the second part or their legal representatives.

**G1-09, COUNTY:** The County of Sacramento, a political subdivision of the State of California.

**G1-10, DISTRICT:** The Rancho Murieta Community Services District, its officers, agents and employees. Where “Owner” is used, it shall be deemed to mean “District”.

**G1-11, ENGINEER:** The District Engineer of RMCS D, who is also Ex-Officio, Agency Engineer of the District or agency for which work will be done under these Specifications, acting personally or through agents or assistances duly authorized by the Engineer.

**G1-12, INSPECTOR:** The engineering or technical personnel authorized to act as agents for the District in the inspection of work covered by these Specifications, limited to the particular duties entrusted to him/her or them.

**G1-13, MANAGER:** The General Manager of the Rancho Murieta Community Services District or any duly authorized representative of the Manager.

**G1-14, PLANS:** The official project plans and Standard Drawings, profiles, typical cross sections, general cross sections, working drawings, and supplemental drawings, or reproductions thereof, approved by the RMCS D, which show the locations, character, dimensions, and details of the work to be performed. All such documents are to be considered as part of the plans whether or not reproduced in the special provisions.

In the above definition, the following terms are defined as follows:

- A. Standard Drawings – the Standard Drawings of the Rancho Murieta Community Services District.
- B. Project Plans – the project plans and specific details and dimensions peculiar to the work and as supplemented by the Standard Drawings insofar as the same may apply. When the terms “Contract drawings” is used herein, it shall also be deemed to mean “project plans”.

**G1-15, PROPOSAL:** The offer of the bidder for the work when made out and submitted on the prescribed proposal form, properly signed and guaranteed.

**G1-16, SPECIAL PROVISIONS:** The Special Provisions are specific clauses setting forth conditions or requirements peculiar to the work and supplementary to these Standard Construction Specifications.

**G1-17, SPECIFICATIONS:** The directions, provisions, and requirements contained in the Standard Specifications as supplemented by the Special Provisions. When the term “specifications”, “these specifications” is used, it means the provisions as set forth in these Standard Specifications together with any amendments thereto that may be set forth in the Special Provisions.

**G1-18, STATE STANDARD SPECIFICATIONS AND PLANS:** The Standard Specifications and Drawings of the State of California, Department of Transportation, dated July, 1992. If later editions are

published, the reference shall be to the class of material or item bearing the referenced section number or plan in the latest edition published before the timer of the bid.

**G1-19, STANDARD DRAWINGS:** The Standard Drawings of the District, approved by the District Engineer by the Engineer's signature thereon, as set forth herein, and as modified, revised or added.

**G1-20, WORK:** All the work specified, indicated, shown, or contemplated in the contract to construct the improvement, including all alternations, amendments, or extensions thereto made by contract change order or other written orders of the District.

**G1-21, WORKING DAY:** Any day except Saturdays, Sundays, or legal holidays and days on which the Contractor is specifically required by the special provisions, by the Contractor's labor contract, or by law, to suspend construction operations. Also excepted is any day on which the Contractor is prevented by inclement weather, or conditions resulting therefrom, from proceeding with at least seventy-five (75%) of the normal labor and equipment force for at least five hours toward completion of the current controlling operations or operations.

Should the conditions prevent the work from beginning at the usual starting time or prevent the Contractor from proceeding with seventy-five (75%) of the normal labor and equipment force for a period of at least five hours, and the crew is dismissed as a result thereof, the Contractor will not be charged for a working day whether or not conditions change so that the major portion of the day could be considered to be suitable for such operation or operations. When the time for completion in the Special Provisions is set forth in calendar days, each and every reference to working days in these Specifications shall be deemed to mean calendar days.

## **GS-2 PROPOSAL REQUIREMENTS AND CONDITIONS**

**G2-01. EXAMINATIONS OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The bidder shall examine carefully the site of the work and the plans, specifications and proposal therefore, and shall satisfy himself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered. He shall receive no additional compensation for any obstacles or difficulties due to surface or subsurface conditions actually encountered.

The submission of a bid proposal shall be conclusive evidence that the bidder is satisfied through the bidder's own investigation as to the conditions to be encountered; the character, quality, and scope of work to be performed; the material and equipment to be furnished; and all requirements of the proposal, drawings and specification.

If discrepancies or apparent errors are found in the plans and specifications prior to the date of bid opening, bidders shall submit a written request for clarification, which will be given in the form of addenda to all bidders, if time permits. Otherwise, in figuring the work, bidders shall consider that any discrepancies or conflict between drawings and specifications shall be governed by Section G4-01 of these Specifications.

Where investigations of subsurface conditions have been made by the District with respect to foundation or other structural design and that information is shown in the plans, said information represents only the statement by the District as to the character of materials which has been actually encountered by it in its investigation and is only included for the convenience of bidders.

Investigations of subsurface conditions are made for the purpose of design, and the District assumes no responsibility whatever with respect to the sufficiency or accuracy of borings or of the log of test borings or other preliminary investigations or of the interpretation thereof, and there is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing through the work, or any part of it, or that unanticipated conditions may not occur. When a log of test borings is included in the plans, it is expressly understood and agreed that said log of test borings does not constitute a part of the contract and represents only an opinion of the District as to the character of the materials to be encountered, and is included in the plans only for the convenience of the bidders. Making such information available to bidders is not to be construed in any way as a waiver of the provisions of the first paragraph of this Section and bidders must satisfy themselves through their own investigations as to conditions to be encountered.

**G2-02, ADDENDA OR BULLETINS:** The correction of any discrepancies in or omissions from, the drawings, specifications, or other contract documents or any interpretation thereof, during the bidding period will be made by an addendum or bulletin issued by the District. A copy of each such addendum or bulletin issued by the District will be mailed or delivered to each person receiving a set of these documents and shall be made a part of the contract. Any other interpretation or explanation of such documents will not be considered binding.

**G2-03, ESTIMATED QUANTITIES:** The quantities given in the proposal and contract forms are approximate, being given as a basis for comparison of bids only, and the District does not, expressly or by implication, agree that the actual amount of work correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit any portion of the work, as may be deemed advisable or necessary by the District.

**G2-04, PROPOSAL:** The proposal shall be made on the form provided, with all items filled out, and properly executed. The proposal shall be signed in longhand by the bidder if an individual, by a member of a partnership, or by an officer of a corporation authorized to sign contracts in its behalf. If made by a corporation, the proposal shall show the name of the State under the law of which the corporation is chartered or organized.

Bidders are warned against making erasures or alternations of any kind on their proposal; and proposals which contain omissions, erasures, alternations, conditions, or additions not called for may be rejected.

The proposal shall be enclosed in a sealed envelope having the name of the project, as it appears on the proposal, and the name and address of the bidder shown thereon.

The bidder declares by the submission of a proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded or agreed with any bidder or anyone else to put in a sham proposal or to refrain from bidding; that the bidder has not directly or indirectly sought by agreement, communication, or conference with anyone to fix their bid price or the bid price of any other bidder, or to fix any overhead, profit or cost element of such bid price or that of any other bidder, or to secure any advantage against the District, anyone interested in the proposal as principal, or those named within the proposal; that all statements contained in the proposal are true; that the bidder has not directly or indirectly, submitted their bid price or any breakdown thereof or the contents thereof, or divulge information or data relative thereto, to any other person, partnership, corporation or association, except to such person or persons as having a direct financial interest in the bidder's general business.

**G2-05, LIST OF SUBCONTRACTORS:** The Contractor shall perform, with the Contractor's own organization and with workers under the Contractor's immediate supervision, work of a value not less than fifty percent (50%) of the value of all work embraced in the contract except when certain items may be exempted by the Special Provisions from said fifty percent requirement.

In accordance with California Public Contract code Section 4100 and following, each proposal shall have listed in the form provided with the proposal, the name, location of the place of business and portion(type) of work of each California licensed subcontractor who will perform work or labor, or render service of the General Contractor in or about the construction of the work or improvement, or a licensed subcontractor who, under subcontract to the General Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the General Contractor's total bid.

The Contractor shall list only one subcontractor for each portion of work in their bid. If a Contractor fails to specify a subcontractor for any portion of the work to be performed under this contract in excess of one-half of one percent (0.5%) of the total bid, the Contractor agrees to perform that portion of the contract.

A listed subcontractor shall perform with the subcontractor's own organization and with workers under the subcontractor's immediate supervision, work of a value of not less than seventy-five (75%) of the value of each item of work for which the subcontractor is listed. The Contractor shall submit all subcontractors' license numbers to District with his bid.

**G2-06, WITHDRAWAL OF PROPOSAL:** A proposal may be withdrawn at any time prior to the hour fixed in the Notice to Bidders for the submission of bids by a written request of the bidder filed with the District Secretary. The withdrawal of a bid will not prejudice the right of a bidder to file a new proposal within the time prescribed.

**G2-07, OPENING OF PROPOSAL:** Proposals will be opened and read publicly at the time and place indicated in the Notice to Bidders. Bidders or their representatives and others interested are invited to be present.

**G2-08, PROPOSAL GUARANTY:** The proposal must be accompanied by a bidder's bond, certified check, or cashier's check in an amount not less than ten percent (10%) of the amount bid. The bidder's bond must be executed in favor of the District, and the certified check or cashier's check must be made payable to the RMCS. The District shall be authorized to forfeit to District such sums from said bond or certified check or cashier's check as necessary to reimburse District for costs incurred for failure of the successful bidder to enter into a contract. The amount of said bond or certified check or cashier's check shall not be deemed to constitute a penalty or liquidated damages. District shall not be precluded by such bond or certified check or cashier's check, from recovering from the defaulting bidder, damages in excess of the amount of said bond or certified check or cashier's check incurred as a result of the failure of the successful bidder to enter into a contract.

**G2-09, COMPETENCY OF CONTRACTOR AND SUBCONTRACTORS:** The bidder will be licensed under the provisions of the California Business and Professions Code, Division 3, Chapter 9, to do the type of work contemplated in the project, and shall be skilled and regularly engaged in the general class or type of work called for under this contract.

It is the intention to award a contract only to a bidder who furnished satisfactory evidence that the bidder has the requisite experience and ability, and that the bidder has sufficient capital, facilities, and plant to enable him to prosecute the work successfully and promptly, and to complete it within the time stated in the contract.

A statement setting forth the bidder's experience and business standing shall be submitted by each bidder when required in the Special Provisions. The District shall consider such factors as financial capability, past performance on projects of similar complexity, magnitude and cost plus capability to achieve the required schedule.

All subcontractors engaged by the Contractor to perform portions of the work shall be licensed under the provisions of the California Business and Professions Code, Division 3, Chapter 9, to do the type of work for which they are subcontracted, and shall be skilled and regularly engaged in the general class or type of work called for under their subcontract.

**G2-10, DISQUALIFICATION OF BIDDERS:** More than one proposal from any individual, firm or partnership, a corporation or an association, under the same or different names, will not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work will cause the rejection of all proposals in which such bidder is interested. If there is reason to believe that collusion exists among the bidders, none of the participants in such collusion will be considered. Any proposal in which the prices obviously are unbalanced may be rejected.

**G2-11, RELIEF OF BIDDERS:** Attention is directed to the provision of the California Public Contract Code Section 5100 and following, concerning relief of bidders and in particular to the requirement therein that if the bidder claims a mistake was made in his bid, the bidder shall give the District written notice within five (5) days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.

### **GS-3 AWARD AND EXECUTION OF CONTACT**

**G3-01, CONSIDERATION OF PROPOSALS:** After the proposals have been opened and read, they will be checked for accuracy and compliance with these Specifications.

Bid prices shall include everything necessary for the completion of construction and fulfillment of the contract including but not limited to furnishing all materials, equipment, tools, excavation, sheeting, bracing and supports, plant labor and services, except as may be provided otherwise in the contract documents. In the event that the product of a unit price shall govern and the correct product does not equal the extended amount quoted, the unit price shall govern and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule or the sum of two or more bidding schedules does not equal the total amounts quoted, the individual item or schedule amounts shall govern and the correct total shall be deemed to be the amount bid. When a price is quoted in both words and figures, the words shall prevail in case of a discrepancy.

Bid prices shall include allowance for all Federal, State and local taxes.

The right is reserved to reject any and all proposal, to waive any irregularity in a bid, and to accept one schedule of a proposal and reject another.

**G3-02, AWARD OF CONTRACT:** Award of the contract will be to the lowest responsive, responsible bidder whose proposal complies with the specified requirements. The award, if it be awarded, will be made by the Board within sixty (60) days after the opening of the proposals unless otherwise specified.

The District reserves the right to award the base bid only, or the base bid plus any alternative bid or combination of alternate bids as set forth in the proposal form. If no alternates are selected by the District, award will be based on the lowest base bid price. If an alternate or alternates are selected by the District, award will be based on the lowest total price for the sum of the base bid price plus the bid prices of the selected alternate or alternates.

**G3-03, RETURN OF PROPOSAL GUARANTEES:** When the award of the contract has been made, the proposal guarantees accompanying the three lowest bids shall be retained. All other guarantees for bids will not be further considered in making the award will be returned. The retained guarantees will be returned when the contract has been fully executed.



**G3-04, EXECUTION OF CONTRACT:** The contract agreement shall be executed by the successful bidder in triplicate. All three copies of the contract, together with the contract bonds and certificate of insurance, shall be returned to the District within ten (10) days of receipt of the documents. When required in the Special Provisions, Affirmative Action Certifications will also be provided. After execution for the District, one full set of documents will be returned to the Contractor.

If the bidder to whom the award is made fails or refuses to enter into the contract within the ten (10) calendar days from the time the contract forms are first received by the Contractor, the District may take action against the contract bid bond. The Board may then award the contract to the next lowest responsive responsible bidder. This will be done after the failure or refusal of the low bidder to enter into the contract as is convenient for the District.

**G3-05, CONTRACT BONDS:** As part of the execution of the contract, the Contractor shall furnish corporate surety bonds to the benefit of the District. Surety companies shall be listed as acceptable sureties for doing business in the State of California in the current Federal Department of Treasury Circular 570 listing. For information regarding the qualification of the Contractor's proposed surety company, contact the District's General Manager at (916) 354-3700.

- A. Performance Bond: In a sum not less than one hundred percent (100%) of the total contract price as set forth in the agreement, to guarantee the faithful performance of all covenants and stipulations of the contract. The bond shall contain a provision that the surety thereon waives the provisions of California Civil code Sections 2819 and 2845.
- B. Payment Bond: In a sum not less than one hundred percent (100%) of the total contract price as set forth in the agreement to guarantee the payment of wages and of bills contracted for materials, supplies, or equipment used in the performance of the contract. The bond shall be in accordance with the provisions of California Civil Code Sections 3225, 3226, 3247 to 3252, inclusive, and any acts amendatory thereof, and shall, by its terms, insure to the benefit of all persons, companies, or corporations entitled to file claims under California Civil code Section 3181 and California Unemployment Insurance Code Section 13020. Said bond shall also contain a provision that the surety thereon waives the provisions of California Civil Code Sections 2819 and 2845.

Performance Bond and Payment Bond shall be on the forms provided by the District. The format of the bond forms shall be that contained in the Standard Forms Specifications Section (Section F) of these Standard Construction Specifications.

**G3-06, NOTIFICATION OF SURETY COMPANIES:** The surety companies shall familiarize themselves with all the provisions and conditions of the contract. It is understood and agreed that they waive the right of special notification of any modifications or alternations, omissions or reductions, extra or additional work, extensions of time, or any other act or acts by the District or its authorized agents under the terms of the contract; and failure to so notify the surety companies of such

changes shall in no way relieve the surety or sureties of their obligations under this contract. The surety expressly waives the provisions of the California Civil Code, Section 2819 and 2845.

**G3-07, INSURANCE:** The Contractor shall procure, maintain, and keep in force at all times during the term of the contract, at its sole expense, the following insurance:

- A. General Liability: General Liability insurance, including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability and products and completed operations liability. Cover shall be at least as broad as Insurance Services Officer Commercial General Liability coverage form CG 0001 (occurrence). Claims made coverage is not acceptable. The limits of liability shall be not less than:

Each Occurrence	One Million Dollars (\$1,000,000)
Products and Completed Operations	One Million Dollars (\$1,000,000)
Personal & Advertising Injury	One Million Dollars (\$1,000,000)

If a general aggregate limit of liability is used, the minimum general aggregate shall be twice the “each occurrence” limit or the policy shall contain an endorsement stating that the general aggregate limit shall apply to the project that is the subject of the contract.

If a products and completed operations aggregate limit of liability is used, the minimum products and completed operations aggregate shall be twice the “each occurrence” limit or the policy shall contain an endorsement stating that the products and completed operations aggregate limit shall apply separately to the project which is the subject of the contract.

- B. Automobile Liability: Automobile Liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operations, maintenance, or use of owned, hired and non-owned automobiles. Coverage shall be at least as broad as Insurance Services Office Automobile Liability coverage form CA 0001, symbol 1 (any auto). The limits of liability per accident shall not be less than:

Combined Single Limit	One Million Dollars (\$1,000,000)
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If General Liability coverage, as required in Section G3-07A above, is provided by the Commercial General Liability form, the Automobile Liability policy shall include an endorsement providing automobile contractual liability.

- C. Worker’s Compensation: Worker’s Compensation insurance, with coverage as required by the State of California (unless the Contractor is a qualified self-insurer with the State

of California), and Employer's Liability coverage. Employers Liability Coverage shall not be less than the statutory requirements.

D. Additional Insurance coverage:

1. The Contractor shall procure, maintain, and keep in force at all times during the term of the contract and until the date of transfer of the insurable interest to and acceptance by the District, as its sole expense, Builder's Risk Insurance with limits of liability as set forth in the Special Provisions.
  - a. Coverage shall be written on a completed value form and shall cover the property against all risks of physical loss or damage including earthquake and flood. The property covered shall include work performed under the contract and materials, equipment or other items to be incorporated therein, while the same are located at the construction site, stored off site, while in transit or at the place of manufacture. The policy shall contain a provision that both the interests of the District and the Contractor are covered and that any loss shall be payable to the District and the Contractor as their interests may appear.
  - b. The maximum deductible for earthquake and flood allowable under this policy shall be 5% of the replacement value per unit, including value of foundations, at the time loss or \$5000,000 whichever is less, per occurrence and in the aggregate per occurrence. Unit shall be defined in the policy as: 1) each separate building or structure; 2) contents of each separate building or structure; or 3) property in each separate yard. The maximum deductible for all other perils allowable under this policy shall be \$100,000. The \$100,000 deductible shall be borne solely by the Contractor. The District shall not be responsible to pay the \$100,000 deductible, in whole or in part.
  - c. The District and Contractor waive all rights against each other and against all other Contractors for loss or damage to the extent reimbursed by Builder's Risk insurance or any other property or equipment insurance applicable to the work, except such rights as they may have to the proceeds of such insurance. If the policies of insurance referred to in this section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed to obtain such consent.
  - d. If not covered by Builder's Risk insurance or any other property or equipment insurance required by the contract documents, Contractor shall procure, maintain, and keep in force at all times during the term of the contract, at its sole expense, property insurance for portions of the Contractor's work and/or equipment stored off-site or in transit.

2. The Contractor shall procure, maintain and keep in force at all times during the term of the contract, all its sole expense, liability insurance which includes coverage for sudden and accidental pollution arising out of the handling of hazardous materials or hazardous wastes, and coverage for liability arising out of the handling of asbestos. Coverage of asbestos shall not contain a provision limiting coverage to a specific length of time (i.e., "sunset clause").
3. When stated as a requirement in the Special Provisions the Contractor shall procure, maintain and keep in force at all times during the term of the contract, at its sole expense, Delayed and Opening insurance, with limits of liability as set forth in the Special Provisions. Coverage shall include interest and/or principal payments that become due and payable by the District upon completion of construction or other date as set forth in the Special Provisions, or any loss of earnings or rental income that the District incurs if construction is not completed on schedule. The policy shall contain a provision that delays due to transportation, strikes on or off site, and acts of subcontractors or suppliers shall be covered.

E. Other Provisions:

1. The Contractor's General Liability, Automobile Liability, any Excess or Umbrella Liability, shall contain the following provisions:
  - a. The District, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds as respects liability arising out of the activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired, or borrowed by the Contractor. The policy shall contain no special limitations on the scope of coverage afforded to the District, its officers, officials, employees, agents or volunteers.
  - b. For any claims related to the project, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, agents, or volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
  - c. Any failure to comply with reporting or other provisions of the policies on the part of the Contractor, including breaches of warranties, shall not affect coverage provided to the District, its officers, officials, employees, agents, or volunteers.

2. The Contractor's Worker's Compensation and Employer's Liability policies shall contain an endorsement that waives any rights of subrogation against the District, its officers, officials, employees, agents and volunteers.
3. Each insurance policy shall state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits, non-renewed, or materially changed except after thirty (30) days prior written notice by certified mail has been given to the Engineer. Ten (10) days prior written notice by certified mail shall be given to the Engineer in the event of cancellation due to nonpayment of premium.
4. All Contactor's insurance requirements, except as noted below, shall be placed with insurance companies with a current A.M. Best rating of at least A:VII.

Exceptions:

- a. Underwriters of Lloyd's of London which are not rated by A.M. Best.
  - b. Worker's Compensation which is provided through a State Compensation Insurance fund or a qualified self-insurer for Worker's Compensation under California law.
  - c. For liability insurance required under Section G3-07D.4 of these Specifications, insurance requirements shall be placed with insurance companies with a current A.M. Best rating of at least B+:VII.
5. The Contractor shall furnish the District with certificates of insurance endorsements or insurance binders, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the coverage required by this section and any Special Provision, and copies of all endorsements specifically required hereunder, as set forth in Section G3-07 of these Specifications. The Contractor shall furnish complete, certified copies of all required insurance policies including endorsements specifically required hereunder, when requested by the District's General Manager.
  6. The Contractor shall report by telephone to the Engineer within 24-hours and also report in writing to the Engineer within fifteen (15) days after the Contractor or any subcontractors or agents have knowledge of any accident or occurrence involving death or serious injury to any person or persons, or damage in excess of Ten Thousand Dollars (\$10,000) to property of the District or others, arising out of any work done by or on behalf of the Contractor as part of the contract. Such report shall contain: 1) the date and time of the occurrence; 2) the names and addresses of all persons involved; and 3) a description of the accident or occurrence and the nature or extent of injury or damage.

7. The District, at its discretion, may increase the amounts and types of insurance coverage required hereunder at any time during the term of the contracts by giving a thirty (30) day written notice to the Contractor.
8. If the Contractor fails to procure or maintain insurance as required by this section and any Special Provision, or fails to furnish the District with proof of such insurance, the District, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the District shall be deducted and retained from any sums due the Contractor under the contract.
9. The making of progress payments to the Contractor shall not be construed as relieving the Contractor or its subcontractors of responsibility for loss or direct physical loss, damage, or destruction occurring prior to final acceptance by the District.
10. The District is authorized to execute amendments and waivers, with or without conditions, to the insurance requirements of the contract. Engineer shall provide such amendments or waivers in writing to the Contractor.
11. The failure of the District to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the contract.

**G3-08, PRE-CONSTRUCTION CONFERENCE:** Prior to start of construction, a conference will be called for the purpose of reviewing the construction program with the Contractor. At this conference the sequence of work, methods of access to the construction site and temporary facilities shall be agreed upon by the Contractor and District. See Section G7-02 of these Specifications for progress schedule submittal requirements. Coordination of utilities within the project limits, including relocations and maintenance of existing facilities and additions thereto, shall be confirmed in writing by utility representatives and the Contractor at this conference or within 5 working days thereafter.

#### **GS-4. SCOPE AND INTENT OF CONTRACT**

**G4-01, INTENT OF PLANS AND SPECIFICATIONS:** It is the intent of these Specifications and the contract drawings that the work performed under the contract shall result in a complete operating system in satisfactory working condition with respect to the functional purposes of the installation, and no extra compensation will be allowed for anything omitted but fairly implied. The prices paid for the various items in the proposal shall include full compensation for furnishing all labor, materials, tools, equipment, overhead, profit and incidentals and doing all work necessary to complete the finished product as provided in the plans and specifications.

The specifications and the contract drawings are intended to be explanatory of each other. Any work shown on the contract drawings and not in the specifications, or vice versa, is to be executed

as if indicated in both. In case of conflict, the contract drawings shall govern over the Standard Specifications, and the special provisions or technical provisions shall govern over the Standard Specifications and the special provisions or technical provisions shall govern over both the contract drawings and the Standard Construction Specifications. For specifications developed in the Construction Specifications Institute format, Division 1 (General Requirements), including the Standard Construction General Specifications (FO-I through FO-XV) shall govern overall. Divisions 2 through 16 shall govern over both the contract drawings and the Standard Specifications (SS1 to and including SS-127 and Standard Drawings of the District Standard Construction Specifications). All work shown on the contract drawings, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made; however, figured dimensions are in all cases to be followed, though they differ from scaled measurements. Any work for which there are no provisions in these Standard Specifications, the special or technical provisions, or on the contract drawings, shall be performed in accordance with the provisions of the State Specifications.

**G4-02, CLARIFICATION OF CONTRACT DOCUMENTS:** Should it appear that the work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained on the contract drawings or in the specifications, or in the event of any doubt or question arising respecting the true meaning of the specifications, the Contractor shall apply to the District for such further explanations as may be necessary, and the District shall render their decisions thereon. Section and paragraph headings of these Specifications are for reference only and are not binding.

**G4-03, CHANGES:** The District reserves the right to make such modifications or alternations, reductions or omissions, to the specifications and contract drawings, including the right to increase or decrease the quantity of any item or portion of the work or to omit any time or portion of the work, as may be deemed by the District to be necessary or advisable, and to require such extra work as may be determined by the District as necessary for the proper completion or construction of the whole work contemplated.

No change or deviation from the contract drawings or specifications shall be made by the Contractor without written authorization from the District setting forth a complete description of the change.

**G4-04, USE OF COMPLETED PORTIONS:** The District shall have the right at any time during the progress of the work, to take over and place in service any completed or partially completed portion of the work, notwithstanding the time for completion of the entire work or such portions which may not have expired; but such taking possession thereof shall not be deemed an acceptance of any other portions of the work, nor work on those portions not completed in accordance with the contract documents.

**G4-05, CONFORMANCE WITH CODES AND STANDARDS:** All work and materials shall be in full accordance with the latest adopted standards and regulations of the State Fire Marshall; the Uniform Building Code; Title 24 of the California Administrative Code; the National Electrical Code; the Uniform Plumbing Code published by the Eastern Plumbing Officials Association; and other applicable codes, laws or regulations. Nothing in these plans or Specifications is to be construed to

permit work not conforming to these requirements. When the work detailed in the plans and specifications differs from governing codes, the contractor shall furnish and install the high standard called for. If the high standard so required is more expensive than the work detailed in the plans and specifications, the Contractor will be compensated for their additional costs by change order as provided in Section G8-03.

**G4-06, OVERLOADING:** The Contractor shall determine safe loading capacities and shall not overload any structure beyond its safe capacity during construction. The Contractor shall limit the weights of all construction equipment and vehicles, including equipment transports, concrete trucks and rock trucks on Rancho Murieta Streets to maximum weights allowed on public roads, including the use of special permits from Caltrans. In addition to assuming full responsibility for bodily injury resulting from any such overloading, the Contractor shall repair to the District's satisfaction or reimburse the District for the costs of repairing damage resulting therefrom.

**G4-07, EFFECT OF INSPECTION OR USE:** Neither the inspection by an inspector or by the District, nor any measurement, approved modification, order or certificate, nor acceptance of any part or whole of the work or payment of money, nor any possession or use by the District or its agents, shall operate as a waiver or any provision of the contract or of any power or authority reserved therein, or of any right to damage there under; nor shall the waiver of any breach of this contract be held to be a waiver of any subsequent or other breach.

**G4-08, EFFECT OF EXTENSION OF TIME:** The granting of an extension of time for the completion of the work on account of delays which in the judgement of the District are unavoidable delays, or granted for the execution of extra or additional work, shall in no way operate as a waiver on the part of the District of any of its rights under this contract.

**G4-09, SUBCONTRACTING AND ASSIGNMENT:** The performance of the contract may not be subcontracted or assigned except upon written consent of the District, and no such subcontracting or assignment shall be permitted which would relieve the original Contractor or their surety of their responsibilities under the contract.

The Contractor shall not, without the written consent of the District:

- A. Substitute any party as subcontractor in place of the subcontractor designated in the original bid; or
- B. permit any such subcontractor to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed on the bid. Consent to such substitutions or subletting shall be given:
  - 1. When the subcontractor listed in the bid after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, which such written contract, based upon general terms, conditions, plans and specifications for the project involved or the terms of such subcontractor's written bid, is presented to the subcontractor by the Contractor; or



2. When the listed subcontractor becomes bankrupt; or
3. When the listed subcontractor fails or refuses to perform the subcontract;
4. When the listed subcontractor fails or refuses to meet the bond requirements of the Contractor as set forth in the California Public Contract Code, Section 4108; or
5. When the Contractor demonstrates to the District, subject to the further provisions set forth in the California Public Contract Code, Section 4107.5, that the name of the subcontractor was listed as a result of an inadvertent clerical error; or
6. When the listed subcontractor is not licensed pursuant to the Contractor License Law as set forth in the Business and Professions Code; or
7. When the District determines that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specification, or that the subcontractor is substantially delaying or disrupting the progress of the work.

In the event of such substitutions, the District shall give at least five (5) working days' notice in writing to the listed subcontractor unless the said subcontractor involved has advised the District in writing that the subcontractor has knowledge of the Contractor's request for the substitution.

The Contractor may assign monies due or to become due the Contractor under the contract, and such assignment will be recognized by the District, if given proper notice thereof, to the extent permitted by law, but any assignment of monies shall be subject to all deductions provided for in the contract, and all money withheld shall be subject to being used by the District for the completion of the work, in the event that the Contractor should be in default therein.

**G4-10, NON-RECOGNITION OF SUBCONTRACTORS:** No subcontractor will be recognized as such, and all person engaged in the work under this contract will be considered as employees of the Contractor, and their work shall be subject to all the provisions of the contract. The District and its representatives will deal only with the Contractor who shall be responsible for the proper execution of the entire work.

**G4-11, LANDS AND RIGHTS OF WAY:** The District shall provide the lands, rights of way, and easements upon which the work under this contract is to be done and such other lands as may be designated on the contract drawings for the use of the Contractor, and the Contractor shall confine their operations to within these limits.

The Contractor shall provide at their own expense any additional land and access thereto that may be required for temporary construction facilities or storage of materials.

**G4-12, LIABILITY OF DISTRICT OFFICIALS:** Neither the District nor officers, employees, agents, or representatives of the District, nor any of them shall be responsible for any liability arising under the contract, except such obligations as are specifically set forth herein.

**G4-13, CONTRACTOR NOT AN AGENT OF THE DISTRICT:** The right of general supervision shall not make the Contractor an agent of the District; and the liability of the Contractor for all damages to persons or to public or private property, arising from the execution of the work, shall not be lessened because of such general supervision.

**G4-14, THIRD PARTY CLAIMS:** The Contractor shall be responsible for all third party claims and for costs or injuries incurred by a third party which result from the operations of the Contractor.

**G4-15, GUARANTEE:** Should a failure of the work occur within a period of one year after acceptance of the project, or portions thereof by the District, which can be attributed to faulty materials, poor workmanship, or defective equipment, the Contractor shall promptly make the needed repairs at their expense.

The Contractor shall enter into and sign guarantee statements in the form provided to guarantee various segments of the work for the length of time specified.

The District is hereby authorized to make such repairs if the Contractor fails to make or undertake with due diligence the aforesaid repairs within ten (10) days after he/she is given written notice of such failure and without notice to the surety; provided, however, that in case of emergency where, in the opinion of the District, delay would cause serious loss or damages, or a serious hazard to the public, the repairs may be made or lights, signs, and barricades erected, without prior notice to the Contractor or surety, and the Contractor shall pay the entire costs thereof.

As an express condition precedent to the acceptance of the work, the Contractor shall furnish a corporate surety bond, of an acceptable surety company authorized to do business in the State of California, to protect the District against the results of such faulty materials, poor workmanship, or defective equipment and to guaranty the Contractor's responsibility as outlined above, for a period of one year after completion and acceptance of the project. Said bond to be in a sum not less than ten percent (10%) of the contract amount.

**G4-16, ASSIGNMENT OF ANTITRUST ACTIONS:** Pursuant to Section 4551 of the Government Code of the State of California, the following provisions shall be a part of this contract:

In entering into a public works contract or 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. 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 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 acknowledgement by the parties.

## **GS-5. ADMINISTRATION OF THE WORK**

**G5-01, PLANS AND SPECIFICATIONS FURNISHED:** The Contractor will be furnished, free of charge, a number of copies of the contract drawings and contract specifications as the District may deem necessary for the execution of the work. The Contractor shall retain an approved set of plans and specifications on the job at all times during the progress of the work.

**G5-02, WORKING DRAWINGS AND SUPPLEMENTAL DRAWINGS:** In addition to the drawings incorporated in the contract at the time of signing, the District may furnish such working drawings and supplemental drawings from time to time as may be necessary to make clear, or to define in greater detail, the intent of the contract drawings and specifications. In furnishing such additional drawings, and/or instructions, the District shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the nature of the work. These working drawings and supplemental drawings shall become a part of the contract documents, and the Contractor shall make their work conform to them.

**G5-03, CONTRACTOR'S SUBMITTAL:** The Contractor shall furnish all drawings, specifications, descriptive data, certificates, samples, tests, methods, schedules, and manufacturer's instructions as specifically required in the specifications, and all other information as may be required to demonstrate fully that the materials and equipment to be furnished and the methods of work comply with the provisions and intent of the specifications and drawings. Submittal shall include, but not be limited to, all piping, valves, castings, boxes, mechanical and electrical equipment and systems, reinforcing steel, fabricated items, and piping detail. Seven copies of all such submittals shall be furnished, two of which will be returned after review. Normally, the submittal will be returned to the Contractor within fifteen (15) days, exclusive of any time awaiting clarification or further information; however, the time for return will necessarily vary may exceed fifteen (15) days depending upon the complexity of the submittal, the number of submittal, and the express needs of the Contractor.

Electrical, instrumentation, control, and communication system drawings shall include elementary and loop diagram drawings, functional single line system layout drawings, connection drawings, interconnection drawings, panel/cabinet fabrication drawings, and detailed circuit board and component drawings. Detailed circuit schematics and circuit board layout drawings shall be provide which clearly show, locate, and identify all components and wiring. Each circuit board component shall be identified by t he component's original manufacturing name and part number. Industry standard part numbers shall be used. Component values, voltage/current levels, setpoints, and timing valves shall be defined.

Complete annotated software/firmware source code listings and program documentation shall be provided for all electronic/electrical systems, subsystems, assemblies, parts, components, and

equipment which incorporate programmable devices. All instructions and hardware necessary to load, store, modify, and activate software/firmware source codes and programs shall be provided.

All of the information required herein shall be provided even though it may be considered to be proprietary. If any of the information required herein is considered to be proprietary, the District's standard proprietary agreement shall be executed between the District and the Contractor, stipulating that all such information will be supplied by the Contractor and kept confidential by the District. All proprietary agreements shall be executed before award of contract.

Not more than seventy percent (70%) of all electronic/electrical work shall be paid for until all proprietary information has been submitted and approved. All submitted proprietary information shall be that which describes the final as-built work. No part of the work covered by the proprietary agreement shall be modified after proprietary submittal acceptance until after updated proprietary information has been submitted by the Contractor and accepted by the District. Updated proprietary information shall fully document all modifications to be implemented. All proprietary data shall be marked PROPRIETARY by the Contractor.

If the information furnished shows any deviation from the contract requirements, the Contractor shall, by a statement in writing accompanying the information, advise the District of the deviation and state the reason therefore. It shall be the Contractor's responsibility to ensure there is no conflict with other submittal and to notify the District in any case where their submittal may concern work by another Contractor or the District. The Contractor shall also ensure coordination of submittal among all related crafts.

The approval of the Contractor's drawings or other descriptive material shall not relieve the Contractor of responsibility for any error or of any obligation for accuracy of dimensions and details, for agreement and conformity with the contract drawings and specifications, or responsibility to fulfill the contract as prescribed. Nor shall such approval be considered as approval of any deviation or conflict unless the District has been expressly advised of the same as set forth immediately above, and the District has expressly approved such deviation or conflict.

No changes shall be made by the Contractor in any drawing after it has been approved, and the equipment or materials shall not deviate in any way therefrom except with written approval by the District. Fabrication or other work performed in advance of approval shall be done entirely at the Contractor's risk.

Where any item of the work is required to be installed in accordance with the manufacturer's recommendations, the Contractor shall furnish three (3) complete sets of these manufacturer's installation recommendations to the District prior to starting this phase of the work.

For use in subsequent maintenance and operations, the Contractor shall furnish, unless otherwise provided for in the Special Provisions, three (3) bound and indexed copies of maintenance and operation information supplied by the manufacturer covering all equipment and systems included in the contract. The submittal shall include, but not be limited to:

Drawings  
Illustrations  
Parts Listings  
Wiring Diagrams of Systems  
Internal Wiring Diagrams and Circuit Board Schematics and Layout Drawings  
Manufacturer's Recommended Spare Parts Lists  
Name, Address, and Phone Number of Nearest Parts and Service Agency  
Systems Balance Data  
Maintenance and Service Instructions  
Operation Instructions  
Software Including Annotated Source Lists and Programs

This submittal is required for all mechanical, electrical, instrumentation, control, communications, sound, control or special equipment and systems. The Contractor shall submit the required data for review at least thirty (30) days prior to the final inspection date. Corrections, additions, and/or re-submittal of data shall be made as directed by the District.

The District, and other persons as it may designate, shall receive complete maintenance and operating instructions for all items included above prior to final inspection of the project.

If the drawings, descriptive materials or maintenance and operation information required herein are proprietary, the District shall be so informed in writing at or before the time of submittal and an agreement between the District and Contractor regarding confidentiality will be executed as provided in Section G6-06 of these specifications.

**G5-04, LEGAL ADDRESS OF THE CONTRACTOR:** Both the address given in the proposal and the Contractor's office in the vicinity of the works are hereby designated as places to either of which drawings, letters, notices, or other articles or communications to the Contractor may be mailed or delivered. The mailing or delivery at either of these places shall be deemed sufficient notice thereof, upon the Contractor. Nothing herein contained shall be deemed to preclude the service of any drawing, letter, notice, article, or communication to or upon the Contractor or their representative personally. The address named in the proposal may be changed at any time by written notice from the Contractor to the District.

**G5-05, PERSONAL ATTENTION AND SUPERINTENDENCE:** The Contractor shall give their personal attention to, and shall supervise the work to the end that it shall be faithfully prosecuted. He shall keep on the work throughout its progress, a competent superintendent or foreman who shall represent the Contractor in their absence, and shall have complete authority to represent and act for the Contractor. Whenever the Contractor or their superintendent is not present on a particular part of the work, where it may be desired to give direction, orders will be given by the District, which shall be received and obeyed by the foreman or other representative who may have charge of the particular work in reference to which the orders are given, or the District may stop the work until the Contractor or their superintendent arrives.

The Contractor shall be liable for the faithful observation of any instructions delivered to them or to their authorized representatives. Any order given by the District not otherwise required by the specifications to be in writing, will, on request of the Contractor, be given or confirmed by the District in writing.

**G5-06, AUTHORITY OF THE DISTRICT ENGINEER:** The Contractor and the Engineer's representative shall make good faith attempts to resolve any and all disputes that may, from time to time, arise during the performance of the work covered by this contract. All claims of the Contractor or questions which may arise as to quality or acceptability of materials furnished and work performed, and as to the manner of performance and the rate of progress of the work; all questions as to the interpretation of the contract, contract drawings and specifications; all questions as to compensation shall be referred to the Engineer's representative.

In the event that the Contractor is unable to obtain satisfactory resolution of disputed matters with the Engineer's representative (impasse), the Contractor may submit the dispute to the Engineer for his review and final determination. Impasse shall be deemed to have occurred when the Contractor first refuses to sign the change order (Standard Form FO-IX) as presented by the engineer's representative. In submitting a disputed matter to the Engineer for decision, the Contractor shall provide a written description of the dispute including: references to relevant specifications and drawings in the contract documents; all related correspondence between the Contractor and the Engineer's representative; the Contractor's position, a summary of the position taken by the Engineer's representative, and the Contractor's reasoning as to why the Engineer's representative's position should be overruled. The Engineer shall review the material submitted by the Contractor and the material submitted by the Engineer's representative, request any additional material or testimony he deems necessary, and shall render the Engineer's decision which will be the Final Determination of the Engineer. Submittal of a dispute to the Engineer for final determination shall not relieve the Contractor of the Contractor's responsibility to present timely notices to the Engineer's representative as otherwise required by the contract.

The Contractor shall indicate, in writing, the Contractor's intent to pursue an Engineer's Final Determination within fifteen (15) calendar days from the time the Engineer's representative first presents the Change Order for signature. The Contractor shall submit all materials to be considered by the Engineer within forty-five (45) days of indicating his intent to pursue an Engineer's Final Determination. Failure to pursue this procedure shall indicate that the Contractor shall forfeit all rights to pursue compensation over and above that offered by the Engineer's representative.

**G5-07, FIELD INSTRUCTION:** At any time and from time to time during the course of the work, the District may, with respect to any part or parts of the work, issue in writing to the Contractor, a Field Instruction. The Contractor shall comply with the requirements of such Field Instructions, forthwith or within such time as may be specified therein.

Field Instructions will be used to order or delete work, reject work or note deficiencies, clarify contract requirements or documents, or any other matters generally of a minor nature. At

appropriate intervals, Field Instructions which alter the contract will be grouped to form a Change Order.

**G5-08, INSPECTION:** All work done and all materials and equipment furnished under this contract shall be subject to the inspection and approval of the District. The District or the District's representatives shall at all times have access to the work during its construction, and shall be furnished with every reasonable facility and assistance for ascertaining that the materials and the workmanship are in accordance with the requirements and intent of the contract drawings and specifications. Any work constructed without inspections as provided above, except with the specific consent or approval of the District, or constructed contrary to the instructions or orders of the District or its authorized representative, must, if requested by the District, be uncovered for examination and properly restored at the Contractor's expense.

The project inspection, who shall be the District's representative, shall be designated at the preconstruction meeting. The individual or individuals who will replace the project inspector during the project inspector's absence shall also be designated at this meeting. It shall be the inspector's duty to inspect those portions of the work to which that inspector is assigned. The inspector shall have the authority to stop the work if such action becomes necessary.

Re-examination of any work may be ordered by the District, and such work must be uncovered by the Contractor. The Contractor shall pay the entire cost of such uncovering, re-examination and replacement if the work does not conform to the plans and specifications.

**G5-09, SURVEYS, LINES, AND GRADES:** When set forth in the Special Provisions that the Contractor is to provide all surveys, the Contractor shall be responsible to do all necessary survey to layout and control the work to the elevations, lines, and dimensions shown on the plans. Any deviation must receive prior approval of the District. All surveys affecting the line or elevation of underground drainage, sewers, or utilities, and all other work within public rights of way or easements shall be performed by or under the direction and supervision of a Registered Civil Engineer or Licensed Land Surveyor, licensed by the State of California.

The District will furnish surveys only to the extent set forth in the Special Provisions. When the District provides surveys, the Contractor shall be responsible for the following:

- A. Preservation of all survey points marking lines, grade, reference points and other survey points as established by the District. Stakes damaged or destroyed by the operations of the Contractor will be replaced at the Contractor's expense on a time-and-materials basis.
- B. All necessary layout and control the work to the elevations, lines and dimensions shown on the plans and in conjunction with the survey points as furnished by the District and transferring elevations and/or grades therefrom.

- C. Keeping the District informed at least three (3) working days in advance of the time and places at which the District will need to commence with furnishing the needed lines, elevations and reference points.

The Contractor's request of the District to furnish surveys as herein provided will be a request to furnish that complete phase of the surveys so that the District may proceed with the surveys in a continuous manner.

Prior to the Contractor requesting the surveys, he/she will have each site clear of all materials that would hinder the progress and production of the survey crew.

The grades to which the work is to be done are shown on the Plans, and such grades are hereby specified as the grades for said improvements. At all points along any grade line shown on the drawings between the points at which the grade elevations are given, the grades shall conform to a straight line. Three consecutive points shown on the same rate of slope must be used in common, in order to detect any variation from a straight grade, and in case any such discrepancy is not reported to the District, the Contractor shall be responsible for any error in the finished work.

**G5-10, MATERIALS AND TESTS:** All materials shall be new and of a quality equal to that specified. Whenever the quality or kind of material or article is not particularly specified, the materials or articles shall be of the best grade in quality and workmanship obtainable in the market from firms of established good reputation. Obsolete equipment furnished and installed must be replaced at the Contractor's expense. Materials to be used in the work will be subject to inspection and tests by the District or their designated representative. The Contractor shall furnish, without charge, such samples as may be required. The Contractor shall furnish the District a list of his sources of materials and the locations at which such materials will be available for inspection. The list shall be submitted on a District-furnished form and shall be furnished to the District in sufficient time to permit inspecting the materials to be furnished from such listed sources in advance of their use.

When requested by the District, samples or test specimens of the materials proposed to be used shall be prepared at the expense of the Contractor and furnished by them in such quantities and sizes as may be required for proper examination and tests, which all freight charges prepaid, and with complete information as to the type, kind, or size of material and its source. All samples shall be submitted in ample time to permit the making of proper tests, analyses, or examination before the time at which it is desired to incorporate the materials into the work, and no materials shall be used in the work unless or until it has been approved by the District. All tests of material shall be made by the District in accordance with recognized standard practice. The Contractor will pay the cost of the second retest and any subsequent retest of any area or material. Samples may be secured and tested whenever deemed necessary by the District to determine the quality of materials. The Contractor is required to give one working day advance notice for any requested on-site testing; however, shorter requests will be honored, depending on availability of personnel.

**G5-11, PLANT INSPECTION:** The District may inspect the production of materials or manufacture of products at the source of supply. Plant inspection, however, will not be undertaken until the District



is assured of the cooperation and assistance of both the Contractor and the material producer. The District or their authorized representative shall have free entry at all times to such parts of the plant as concerns the manufacture or production of the materials. Adequate facilities shall be furnished free of charge to make the necessary inspection and tests.

Materials shall be furnished in ample quantities and at such times as to assure uninterrupted progress of the work. Materials, supplies, and equipment shall be stored properly and protected as required. The Contractor shall be entirely responsible for damage or loss by weather or other causes.

**G5-12, MATERIALS OR EQUIPMENT SPECIFIED BY NAME:** When any material or equipment is indicated or specified by patent or proprietary name or by the name and catalogue number of the manufacturer, it shall be considered as used for convenience in describing the material or equipment desired. The use of an alternative material or equipment which is of equal quality and of the required characteristics for the purpose intended not be permitted unless approved by the District. Request for such substitution shall be made in writing by the Contractor in ample time to permit approval without delaying the work. Until and unless such substitutions are approved by the District, no deviations from the specifications shall be allowed. The burden of proof as to the quality and suitability of the alternative shall be upon the Contractor. The District shall be the sole judges as to the quality and suitability of alternative materials or equipment and the District's decision shall be final.

**G5-13, PROPERTY RIGHTS IN MATERIALS:** Nothing in this contract shall be construed as vesting in the Contractor any right of property in the materials used, after they have been installed, attached, or affixed to the work, but all such materials shall be the property of the Contractor and the District jointly as their interests may appear, and cannot be removed from the work without the consent of the District.

**G5-14, CONTRACTOR'S EQUIPMENT:** The Contractor shall provide adequate and suitable equipment and means of construction to meet all the requirements of the work, including completion within the time allotted. Only equipment suitable to produce the quality of work required will be permitted to operate on the project, and specific types of equipment may be requested on component parts of the work.

**G5-15, DISMISSAL OF UNSATISFACTORY EMPLOYEES:** If any person employed by the Contractor or any subcontractor shall fail or refuse to carry out the directions of the District, or is, in the opinion of the District, incompetent, unfaithful, intemperate, or disorderly; or uses threatening or abusive language to any person representing the District on the work; or if otherwise unsatisfactory, he/she shall be removed the work immediately and shall not again be employed on the work except with the consent of the District.

**G5-16, TERMINATION OF UNSATISFACTORY SUBCONTRACTORS:** When any portion of the work which has been subcontracted by the Contractor is not being prosecuted in a satisfactory manner, the subcontract for such work shall be terminated immediately by the Contractor upon written

notice from the District, and the subcontractor shall not again be employed on the type of work for which the subcontractor's prior performance was unsatisfactory.

**G5-17, TEMPORARY SUSPENSION OF WORK:** The District shall have the authority to suspend the work wholly or in part, for such period as he may deem necessary, due to unsuitable weather, or to any other conditions it considers unfavorable for the suitable prosecution of the work; or for such time as he/she may deem necessary, due to the failure on the part of the Contractor to carry out orders given or to perform any provisions of the contract. The Contractor shall immediately comply with such written order of the District to suspend the work wholly or in part. The suspended work shall be resumed only when conditions are favorable or methods are corrected, as ordered or approved in writing by the District.

If the District orders a suspension of the work which is the current controlling operation or operations due to unsuitable weather or to other conditions which are considered unfavorable to the suitable prosecution of the work, the days on which the suspension is in effect shall not be considered working days as defined in Section G1-21 of these Specifications, but shall not otherwise modify or invalidate any of the provisions of this contract.

If a suspension of the work is ordered by the District due to the failure on the part of the Contractor to carry out orders or to perform any provisions of the contract, the day on which the suspension order is in effect shall be considered working days, if such days are working days within the meaning of the definition set forth in Section G1-21 of these Specifications and shall not in any way modify or invalidate any of the provisions of this contract, and the Contractor shall not be entitled to any damages or compensation on account of such suspension or delay.

**G5-18, TERMINATION OF CONTRACT:** Whenever, in the opinion of the Board, the Contractor has failed to supply an adequate force of labor, equipment or materials of proper quality or has failed in any other respect to prosecute the work with the diligence specified in the contract; or if he/she should persistently or repeatedly refuse or fail to comply with laws, ordinances, or directions of the District; or if the Contractor should consistently fail to make prompt payments to subcontractors, or for labor or materials, the Board may give written notice of at least five (5) calendar days to the Contractor and the Contractor's sureties that if the default are not remedied within a time specified in such notice, the Contractor's control over the work will be terminated.

If the Contractor should be adjusted a bankrupt or make an assignment for the benefit of their creditors, or if a receiver should be appointed on account of his insolvency, the Board may declare the Contractor's control over the work terminated and so notify the Contractor and their sureties.

Upon such termination, the Board may direct the Engineer to take possession of and use all or part of the Contractor's materials, tools, equipment and appliances upon the premises to complete the work; the District assuming responsibility for the final relinquishment of such equipment at the conclusion of the work, or sooner, at its option, in as good condition as when it was taken over, reasonable wear and tear excepted; and the District agrees to pay for such material and the use of

said equipment a reasonable compensation to be mutually agreeable to the Board and the Contractor.

The District may permit the surety to complete or cause the contract work to be completed or the District may direct that all or any part of the work be completed by day labor, or by employment of other Contractors on informal contracts or both. Such informal contracts may be awarded after a proposal form has been prepared, a copy is served upon the Contractor whose control has been terminated, and upon their surety and not less than three (3) calendar days allowed thereafter.

If the work is completed as provide above, the Contractor is not entitled to receive any portion of the amount to be paid under the contract until it is fully completed. After completion, if the unpaid balance exceeds the sum of the amount expended by the District in finishing the work, plus all damages sustained or to be sustained by the District, plus any unpaid claims on account of labor, materials, tools, equipment or supplies contracted for by the Contractor for the work herein contemplated, provide that sworn statements of said claims shall have been filed with the Board, the excess not otherwise required by these Specifications to be retained shall be paid by the Contractor. If the sum so expended exceeds the unpaid balance, the Contractor and the Contractor's surety are liable to the District for the amount of such excess. If the surety completes the contract work as provided above, such surety shall be subrogated to money due under the Contract and to money which shall become due in the course of completion by the surety.

**G5-19, FINAL INSPECTION, FIELD ACCEPTANCE, AND ACCEPTANCE:** The Contractor shall notify the District in writing of the completion of the work and the District shall promptly inspect the work. The Contractor or their representative may be present at the final inspection. The Contractor will be notified in writing of any defects or deficiencies to be remedied. Within ten (10) calendar days of such notification, the Contractor shall proceed to correct such defects or deficiencies. When notified that this work has been completed, the District will again inspect the work to ascertain that al work has been done in accordance with the contract drawings, the Special Provisions, and these Specifications and will issue a field acceptance letter and will recommend to the Board that they formally accept the contract. Field acceptance by the Distinct shall cause the commencement of guarantee periods, but shall not bind the Board to formal acceptance nor relive the Contractor from the responsibility of completing or correcting any work. Within ten (10) days of acceptance by the Board, a Notice of Completion will be filed with the County Recorder of Sacramento County.

**G5-20, PARTIAL ACCEPTANCE;** the District may, at any time, in written order to the Contractor:

- A. Declare that the District intends to use a specified part of the work which in their opinion is sufficiently complete, in accordance with the Contract Documents, to permit its use;
- B. Enclose a tentative list of items remaining to be completed or corrected, and;
- C. Fix a tentative date for acceptance and occupation of that specified part of the work.

Within forty-five (45) days after acceptance and occupation under the subsection, the District shall make an estimate in writing of the amount and value of the part of the work so accepted. The District shall, within fifteen (15) days thereafter, pay said amount to the Contractor after deducting therefrom all previous payments, all charges against the Contractor as provided for hereunder and all amounts to be retained under the provisions of the Contract. At the time of any payment, pursuant to this section, Contractor shall obtain line releases from all subcontractors, materialmen, and equipment renters covering payments made to them for work completed to the date of the payment, including the amount paid pursuant to this section. Contractor shall also supply the District with a similar lien release to include said payment to him/her.

Acceptance by the District under this subsection shall not relieve the Contractor of any obligations under the Contract Documents except to the extent agreed upon in writing between the District and the Contractor.

The District shall have the right to exclude the Contractor from any part of the work which has been accepted, but the District will allow the Contractor reasonable access thereto to complete or correct items on the tentative list.

## **GS-6. LEGAL RELATIONS AND RESPONSIBILITY**

**G6-01, COMPLIANCE WITH LAWS AND REGULATIONS:** The Contractor shall keep fully informed of, and shall observe and comply with, and shall cause any and all persons, firms, or corporations employed by the Contractor or under the Contractor, to observe and comply with all State and national laws and County and municipal ordinances, regulations, orders, and decrees in the work, or which In any worker affected the conduct of work. Particular attention is called to the following:

- A. **HOURS OF LABOR:** Eight (8) hours of labor shall constitute a legal day's work and the Contractor of any subcontractor under the Contractor, in the execution of the contract, shall not require more than eight (8) hours of labor in any calendar day, and forty (40) hours of labor in any calendar week, from any person employed by the Contractor in the performance of the work under this contract, except as permitted under the provisions of Section 1815, of the Labor Code of the State of California. The Contractor shall forfeit, as penalty of the District, twenty-five dollars (\$25.00) for each workman employed by the Contractor or any subcontractor under the Contractor in the execution of this contractor for each calendar day during which any workman is required or permitted to labor more than forty (40) hours, in violation of the provisions of such Labor Code.

Overtime and shift work may be established by the Contractor with reasonable notice and the written permission of the District. No work other than overtime and shift work shall be done between the hours of 6:00 p.m. and 7:00 a.m., except such work as is necessary for the proper care and protection of the work already performed or except in case of an emergency. Failure of the Contractor to perform the work in accordance with this policy shall be deemed to be a failure on their part to comply with the provisions of the contract within the meaning of G5-18 of the Standard Construction Specification.

- B. PREVAILING WAGE: Pursuant to Section 1770, and following, of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the District Administration Building. Copies shall be made available to any interested party upon request.

The Contractor shall forfeit, as penalty to the District, no more than fifty (\$50.00) for each calendar day or portion thereof, for each worker paid less than the stipulated prevailing rates for any work done under the contract by the Contractor or by any subcontractor under the Contractor, in violation of the provisions of such Labor Code. The provisions of Section 1775 of said Labor Code shall be complied with.

- C. LABOR DISCRIMINATION: Attention is directed to Section 1735 of the Labor Code of the State of California, which prohibits discrimination in the employment of persons upon public works because of race, religious creed, color, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such person's and provides for penalties therefore.

D. NOT USED

E. NOT USED.

- F. APPRENTICES: Attention is directed to section 1777.5 of the Labor Code of the State of California, concerning the employment of apprentices, and the Contractor is required to comply with the provisions of said Section.

- G. TRAVEL AND SUBSISTENCE PAYMENTS: Attention is director to the requirements of Section 1773.8 of the Labor code of the State of California. The Contractor shall make travel and subsistence payments to each workman, needed to execute the work, in accordance with the requirements in said Section 1773.8.

- H. WORKER'S COMPENSATION: Pursuant to the requirements of Section 1860 of the Labor Code, the Contractor will be required to secure the payment of worker's compensation to their employees in accordance with the provisions of Section 3700 of the Labor Code.

Prior to the commencement of work, the Contractor shall sign and file with the District a certification in the following form:

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

Said certification is included in the contract and signature and return of the contract as provided in Section G3-04, Execution of Contract, shall constitute signing and filing of the said certification.

- I. USE OF PESTICIDES: The Contractor shall comply with all rules and regulations of the Department of Food and Agriculture, the Department of Health, the Department of Industrial Relations, and all other agencies which govern the use of pesticides required in the performance of the work on the contract.

Pesticides shall include, but shall not be limited to, herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliant, desiccants, soil sterilants, and repellants.

Any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weeds, insects, diseases, rodents, or nematodes and any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant shall be considered a pesticide.

- J. PAYROLL RECORDS: Attention is directed to Section 1776 of the California Labor Code, a portion of which is quoted below. Regulations implementing said Section 1776 are located in Section 1600 and Section 16401 through 16403 of Title 8, California Administrative Code. The Contractor shall be responsible for compliance by their subcontractors.

1. "Each Contractor and subcontractor shall keep 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 actually per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in conjunction with the public work."
2. "The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
  - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
  - b. A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

- c. A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection and copies thereof made; provided, however, that a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of the preparation by the Contractor, subcontractors and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor.”
3. “Each Contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.”
4. “Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual’s name, address and social security number. The name and address of the Contractor awarded the contract or performing the contract shall not be marked or obliterated.”
5. “The Contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address.”
6. “In the event of noncompliance with the requirements of this section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this section. Should noncompliance still be evident after the 10-day period, the Contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25.00) for each calendar day or portion thereof for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.”

The penalties specified in subdivision (f) of Labor Code Section 1776 for non-compliance with the provisions of said Section 1776 may be deducted from any moneys due or which may become due to the Contractor.

- K. REPORTING REQUIREMENTS AND SANCTIONS: Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with these specifications shall be considered noncompliance. The minimum documents required include the following:
1. LIST OF SUBCONTRACTORS: Required from the prime Contractor and each subcontractor with a lower tier subcontractor. Due within ten (10) days after the date of the pre-construction conference or within ten (10) days after the date of the award of the subcontract. The later of the two dates will apply.
  2. CERTIFIED PAYROLL REPORTS: Required from the prime Contractor and each subcontractor, regardless of the subcontract amount or the type of procurement, for every payroll period in which work is performed. Due within ten (10) working days of the ending date of the payroll period.
  3. FRINGE BENEFIT STATEMENT: Required from the prime Contractor and each subcontractor if fringe benefits are paid to an approved plan, fund or program. Due with the first certified payroll report and any time the fringe benefit amounts change. Not required if the fringe benefits are paid in cash to the employees.
  4. MONTHLY EMPLOYMENT UTILIZATION REPORT: Required from the prime Contractor and each subcontractor with a subcontractor in excess of \$10,000. Due by the fifteenth (15<sup>th</sup>) day of each month for the previous month.

Other documentation may be required depending on the source of funding for the project.

Contractors found by the District to be in non-compliance are to be advised of the specific deficiencies and urged to make immediate corrections. They should also be advised that monetary deductions may be made for failure to effect corrections or delinquencies.

If the Contractor fails to correct a deficiency within 15 days after notification, the deduction may be made. In such cases, the deduction shall be 10% of the estimated value of the work done during the month, except that the deduction will not exceed \$10,000, nor be less than 41,000, and shall be deducted from the next progress payment.

Deductions for non-compliance will be in addition to all other deductions provided for in these Specifications and will apply irrespective of the number of instances of non-compliance. Deductions may be made separately and additively for each estimate period in which a new deficiency appears. When all deviancies for a period have been



corrected, the deduction covering that period will be released on the next progress payment. Otherwise, the deduction will be retained.

**G6-02- RESPONSIBILITY OF THE CONTRACTOR:** The Contractor shall do all of the work and furnish all labor, materials, tools, equipment, and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the work herein required, including any change order work or disputed work directed by the District in conformity with the true meaning and intent of the contract drawings, specifications and all provisions of the contract within the time specified.

The work shall be under the Contractor's responsible care and charge until its completion and final acceptance, and the Contractor shall bear the entire risk of injury, loss or damage to any part thereof by causes of any nature whatsoever. The Contractor shall rebuild, repair, restore, and make good all injuries. Losses or damage to any portion of the work or the materials occasioned by any cause, and shall bear the entire expense thereof.

If the Contractor discovers any discrepancies during the course of the work between the contract drawings and conditions in the field, or any errors or omissions in the contract drawings and conditions in the field, or any errors or omissions in the contract drawings, the specifications, or in the layout given by stakes, points, or instructions, it shall be the Contractor's duty to inform the District immediately, and the District shall promptly verify the same. Any work done after such discovery, until authorized by the District, will be done at the Contractor's risk.

In no case shall the use of subcontractors in any way alter the position of the Contractor or their sureties with relation to this contract. When a subcontractor is used, the responsibility for every portion of the work shall still remain with the Contractor.

The Contractor shall pay, when due, all valid claims of subcontractors, suppliers, and workers with respect to the project.

The mention herein of any specific duty or responsibility imposed upon the Contractor shall not be construed as a limitation or restriction of any other responsibility or duty imposed upon the Contractor by the contract, said reference being made herein merely for the purpose of explaining the specific duty or responsibility.

**G6-03, INDEMNIFICATION:**

- A. Contractor's Performance: Contractor shall defend, indemnify and save harmless District and Engineer (including their officers, agents, members, employees, affiliates, and representatives) and each of them , of and from any and all claims, demands, suites, causes of actions, damages, costs, expenses, losses or liability, in law or in equity, of every kind and nature whatsoever ("claims") arising out of or in connection with Contractor's operations to be performed under this Agreement including but not limited to:

1. Person injury (including, but not limited to, bodily injury, emotional injury or distress, sickness, or disease) or death to persons, including, but not limited to, any employees or agents of Contractor, Owner, District, or any subcontractor or damage to property of anyone including the work itself (including loss of use thereof), caused or alleged to be caused in whole or in part by any negligent act or omission of Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable.
2. Penalties, threatened, sought or imposed on account of the violation of any law, order, citation, rule, regulation, standard, ordinance or statute, caused by the action or inaction of Contractor.
3. Alleged infringement of any patent rights which may be brought against the District arising out of Contractor's work.
4. Claims and liens for labor performed or materials used or furnished to be used on the job, including all incidental or consequential damages resulting to District from such claims or liens.
5. Contractor's failure to fulfill any of the covenants set forth in these Contract Documents.
6. Failure of Contractor to comply with the provisions of the Contract Documents relating to insurance.
7. Any violation or infraction by Contractor of any law, order, citation, rule, regulation, standard, ordinance or statute in any way relating to the occupational health or safety of employees.

The Indemnification requirements herein set forth, including those of 1 through 7 above, shall extend to claims occurring after this Agreement is terminated as well as while it is in force. Such indemnity provisions apply regardless of any active or passive negligent act or omission of District, or their agents, representatives or employees which may have contributed to the said injury or damage. Contractor, however, shall not be obligated under this Agreement to indemnify District for claims arising from the sole negligence or willful misconduct of District, or their agents, representatives or employees.

B. Contractor shall:

1. At Contractor's own cost, expense and risk, defend all claims as defined in Paragraph A, above, that may be brought or instituted by third persons, including but not limited to, governmental agencies or employees of Contractor, against the District or their agents, representatives or employees or any of them;

2. pay and satisfy any judgement or decree that may be rendered against the District, the Engineer, or their agents, representatives or employees, or any of them, arising out of any such claim; and

C. No Limitation of Liability for Indemnification: The indemnities set forth in this section shall not be limited by the insurance requirements set forth in these Contract Documents.

**G6-04, PERMITS AND LICENSES:** The Contractor is responsible for obtaining all required permits including but not limited to building, plumbing, heating, electrical and grading permits at the Contractor's expense. The Contractor shall procure all permits and licenses necessary for the normal conduct of its business and construction operations.

The Environmental Quality Act of 1970 may be applicable to permits, licenses and other authorizations which the Contractor must obtain from local agencies in connection with performing the work of the contract. The Contractor shall comply with the provisions of said statutes in obtaining such permits, licenses and other authorizations and they shall be obtained in sufficient time to prevent delays to the work.

In the event that the District has obtained permits, licenses or other authorizations applicable to the work in conformance with the requirements in said Environmental Quality Act of 1970, the Contractor shall comply with the provisions of said permits, licenses and other authorizations.

**G6-05, PROTECTION OF DISTRICT AGAINST PATENT CLAIMS:** The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work and agrees to indemnify and save harmless the District, its officers, employees, and agents from all suits at law or claims brought or made by the holder of any invention or patent for, or on account of, the use of any patented materials, equipment, devices, or processes in the construction of or subsequent operation of, the project. If requested by the District, the Contractor shall furnish acceptable proof of a proper release from all such fees or claims before the final payment is made on this contract.

**G6-06, PROPRIETARY INFORMATION:** If drawings, specifications, descriptive data, certificates, compliance, tests, methods, schedules, manufacturers' instructions, maintenance and operation instructions and data, software, or any other information or data required by the contract to be submitted by the Contractor is proprietary, the Proprietary Information Agreement utilizing essentially the form provided in the Standard Forms Specifications section of these Standard Specifications shall be executed by the District (by the General Manager or appointed designate) and the Contractor. Proprietary information is defined as any information or data describing or defining a product, process or system which: 1) was developed at the expense of the Contractor, their subcontractor or supplier; 2) is not generally available in the industry; and 3) is kept secret by its owner for purposes of preventing its use by others. Application software and all other documentation, or any other product, prepared by the Contractor, their subcontractor or supplier at

the expense of the District for specific use on the facility being constructed under the contract shall not be considered proprietary.

**G6-07, ASBESTOS RELATED WORK:** All work involving asbestos containing material must be performed in accordance with Section 6501.5 through 6511, inclusive, of the California Labor Code and Section 5208 of Title 8 of the California Administrative Code and any and all other pertinent regulations.

**G6-08, PROTECTION OF WORKERS:** The Contractor shall be responsible for carrying out the applicable occupational safety and health standards and rules set up to help eliminate or limit work place hazards proven or suspected by research or experience to be harmful to personal safety and health.

The Contractor shall conform to the California Occupational Health Act of 1973 (CAL OSHA) and is required by California Labor Code, Section 6400, et. seq. to provide a safe and healthful work place for his/her employees.

The Contractor shall comply with all applicable safety orders contained in California Code of Regulations, Title 8. Failure of the Engineer to suspend the work or notify the Contractor of the inadequacy of the safety precautions or noncompliance with existing laws and regulations shall not relieve the Contractor of this responsibility.

Attention is directed to provision of California Labor Code, Section 6705, concerning trench excavation safety plans. The Contractor shall immediately replace or repair any unsafe ladder, scaffolding, shoring or bracing, or correct any other dangerous or hazardous situation that may exist or that the Engineer may indicate. Failure of the Engineer to suspend the work or notify the Contractor of the inadequacy of the safety precautions or noncompliance with the law shall not relieve the Contractor of this responsibility.

The Contractor is warned that when the work involves existing sewers and appurtenances that have been exposed to sewage and industrial wastes, these facilities shall be considered contaminated with disease-causing organisms. Personnel in contact with contaminated facilities, debris, wastewater, or similar items shall be advised by the Contractor of the necessary precautions that must be taken to avoid becoming diseased. It is the Contractor's responsibility to urge his/her personnel to observe a strict regimen of proper hygienic precautions, including any inoculations recommended by the local public health officer.

Because of the potential danger of solvents, gasoline, and other hazardous material in the existing sewers and storm drain pipes, these areas shall be considered hazardous. The Contractor shall be aware of these dangers and shall comply with Article 108, "Confined Spaces", of the General Industrial Safety Orders contained in the California Administrative Code, Title 8.

The Contractor shall provide all monitoring and safety equipment necessary to perform pre-entry checks of all confined spaces. The Contractor shall also provide all monitoring, safety, and

communications equipment required for operations in those confined spaces requiring conformance to Article 108.

The construction drawings may require work in confined spaces for which an environment free of dangers air contamination and/or an oxygen deficiency cannot be ensured through the implementation of the applicable provisions of Section 5158 of Article 108 of the General Industrial Safety Orders. For entry into these designated confined spaces, the Contractor shall follow all procedures required for conformance with Section 5159 of Article 108 of the General Industrial Safety Orders. Failure of the District to identify a confined space shall not relieve the contractor of his responsibility to conform to the requirements of Article 108.

**G6-09, PROTECTION OF MATERIALS AND EQUIPMENT:** The Contractor shall protect the work, materials, and equipment from damage due to the nature of the work, the action of the elements, trespassers, or other causes. The Contractor shall properly store materials and equipment and, when necessary, erect such temporary structures as are required to protect them from damage.

**G6-010, SANITARY PROVISIONS:** The necessary sanitary conveniences for the use of the workers on the project, properly obscured from public observance, shall be constructed and maintained by the Contractor in such manner and at such points as shall be approved by the District, and their use shall be strictly enforced.

**G6-11, PUBLIC CONVENIENCE:** Unless otherwise provided in the Special Provisions, all public traffic shall be permitted to pass through the work, and the Contractor shall so conduct their operations as to offer the least possible obstruction and inconvenience to the public. He shall have under construction no greater length or amount of work than can be prosecuted properly with due regard to the rights of the public and the District shall be the sole judge of the length or amount of work which will afford proper convenience to the public. In addition to the requirements for furnishing facilities for public safety as specified in Section G6-12 of these Specifications, the Contractor shall erect such warning and directional signs as may be necessary in the opinion of the District for expediting the passage of public traffic through or around the work and the approaches thereto. The District shall be notified 24 hours in advance of the Contractor's desire to change any existing traffic patterns. No changes shall be made until approved by the District.

Existing traffic signal and highway lighting systems shall be kept in operation for the benefit of the traveling public during progress of the work and other forces will continue routine maintenance of existing systems. Traffic signal detector facilities accidentally cut or damaged during construction shall be repaired or replaced so as to be fully operational within 24 hours. The Contractor shall be responsible for all expenses incurred by the District during the period of time that such detector facilities are not fully operational.

When traffic control signals are shut down as provided in Section 86-1.05 of the State Specifications, the Contractor shall control traffic by use of flaggers, as directed by the District, at those locations set forth in the Special Provisions. No STOP signs will be permitted at these locations. The flaggers

required for this operation shall be paid for as extra work as set forth in Section G8-03 of these Specifications.

Where pipelines, to be installed under the contract, cross certain streets or highways, as noted on the plans, the Contractor will be permitted to open the trench for only a portion of the width of the pavement at any one time so that one-way traffic can be maintained.

Construction operations shall also be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners. Water or dust palliative shall be applied if ordered by the District for the alleviation or prevention of dust nuisance caused by the Contractor's operations. Convenient access to driveways, houses, and buildings along the line of work shall be maintained between 6:00 a.m. and 8:00 a.m. and 5:00 p.m. and 7:00 p.m. on all residential streets. Temporary approaches to crossings or intersecting roads or streets shall be provided and kept in good condition. Convenient access shall be maintained at all times to commercial driveways and buildings.

Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times.

The Contractor shall notify residents and business establishments along the route of the work at least 24 hours prior to disrupting their access. Temporary or permanent access shall be maintained at all times for business establishments during constructions.

**G6-12, PUBLIC SAFETY AND TRAFFIC CONTROL:** The Contractor shall be responsible for the safety of traffic within the project limits and on the approaches to the project. The Contractor shall provide for the uninterrupted passage of emergency vehicles through the project limits at all times, regardless of the controlled traffic conditions existing at this time. The Contractor shall furnish, erect, and maintain such warning devices. However, the Contractor shall not be relieved of the Contractor's responsibility to protect the public by any approval given by the District or by the District's failure to point out any deficiency.

The protection and maintenance of existing signs and the removal, protection, storage, and resetting of traffic signs that are affected by the work shall be the responsibility of the Contractor, as directed by the District, or as specified in the Special Provisions. The Contractor shall inventory all existing signs prior to the start of work. Traffic signs and traffic control facilities existing within the limits of the project shall not be moved except as necessary to prevent them from being damaged by construction operations. When a sign needs to be removed because it interferes with the Contractor's work, it shall be done in one of the following described manners:

- A. Stop signs and other traffic control signs and facilities necessary for the control of traffic during the project shall be maintained in their original positions, as noted in the inventory, except for temporary repositioning necessitated by the Contractor's work. No signs shall be moved from their original positions without prior approval of the District. Temporary sign positions must be equivalent to their original positions for driver

visibility. The standard sign position is 7 to 10 feet from the edge of the pavement. Stop signs should not normally be located more than 30 feet from the roadway painted centerline (unless they are supplemental signs), more than 40 feet in advance of the limit line, or more than 20 feet beyond the limit line. When the intersection approach width for one direction of traffic is 30 feet or more, the Engineer may require that stop signs be erected both on the left and right sides of that approach.

Stop signs and other traffic control signs in temporary positions may be mounted on portable supports only during working hours when the Contractor's workers are available to maintain the signs in proper position at all times. The position and mounting devices for temporary signs shall be subject to the approval of the District.

Outside of working hours, and all other times when no Contractor's workers are available to maintain signs on portable temporary supports, all temporary stop signs and other traffic control signs must be mounted on their original or equivalent posts. The posts must be set in the ground with compacted backfill, to a depth of at least 32 inches, in the same way that permanent signs are installed. The bottom of the sign plate must be at least 5 feet but not more than 7 feet above the ground and must be 7 feet above the ground if subject to pedestrian traffic adjacent to the post. When temporary sign post holes must be dug in completed pavement surfaces, the District shall be notified in advance, to review the temporary position with respect to the proper final position.

- B. Traffic signs and traffic control facilities not necessary for the control of traffic during the project shall be removed and salvaged by the Contractor. When signs are removed and salvaged as provided therein, they shall be stockpiled as noted in Section 15-2.04 of the State Specifications, in an upright position, and the District shall be notified within 24 hours of such stockpiling. The District will then remove these signs from the project.

The Project sign inventory shall indicate which of the above categories applies to each sign, subject to approval of the Engineer.

No additional payment shall be made for the above-described work. It shall be included in the unit prices for other activities.

The cost of work incurred by the District as a result of the failure of the Contractor to satisfactorily protect, maintain or reinstall signs within the construction projects as set forth herein shall be subject to deduction from contract payments due the Contractor.

The Contractor shall, 48 hours in advance of beginning any work, notify the District in writing of the name, location, and 24 hour per day telephone number of the company which will supply barricade and warning devices for the project. Said supplier must be approved by the District, and must be available on a 24 hour basis for maintaining, placing and replacing barricades and warning devices. If the District is unable to contact the Contractor or his superintendent, the supplier will be called

directly and the Contractor shall accept charges made by the supplier for service performed, as a result of the District's call.

Reference is made to the requirements of California Vehicle Code, Section 21400 regarding traffic control devices and barricades. All signs, barricades, delineators and other traffic control devices used for the detouring or routing of traffic in, around and through the construction area shall conform to those standards set forth in the "Manual of Traffic Controls for Construction and Maintenance Work Zones", 1990 or later edition published by the State of California, Department of Transportation and subsequent revisions or additions thereto. Delineators shall have a Type III reflective sheeting surface of not less than 3 inches by 12 inches. Barricades and delineators shall be maintained so that the reflective materials are clean and visible at all times during hours of darkness.

The Contractor is required to furnish all construction signs to be used on the job site and on the approaches to the job site for the direction and control of public traffic on public roads. The cost of the signs will be included in the prices bid for the respective items of work and no additional compensation will be allocated therefore.

Construction signs used in the District shall conform to the following minimum sizes:

<u>Sign Code</u>	<u>Minimum Size</u>	<u>Sign Code</u>	<u>Minimum Size</u>
W1 (Rt or Lt)	30" x 30"	C1	36" x 36"
W2 (Rt or Lt)	30" x 30"	C2	36" x 24"
W3 (Rt or Lt)	30" x 30"	C3	40" x 20"
W5 (Rt or Lt)	30" x 30"	C3A	40" x 20"
W6	24" x 24"	C4	24" x 24"
W11	30" x 30"	C5 (Rt or Lt)	36" x 12"
W15	30" x 30"	C6	24" x 24"
W18	30" x 30"	C7	20" x 12"
W19	30" x 30"	C8	30" x 30"
W33	30" x 30"	C9A	36" x 36"
W44	36" x 36"	C10	24" x 24"
W50	30" x 30"	C11	48" x 30"
W58	36" x 36"	C13	48" x 18"
SW42	30" x 30"	C14	28" x 12"
SW43 (Rt or Lt)	30" x 30"	C16	36" x 36"
SW44 (Rt or Lt)	30" x 30"	C17 (Front)	24" x 24"
Type K Marker	15" x 6"	C17 (Back)	24" x 24"
Type L Marker	8" x 24"	C18	36" x 36"
Type N Marker	18" x 18"	C19	36" x 36"
Type P Marker	12" x 36"	C20 (Rt or Lt)	36" x 36"
Other Warning		C21	36" x 36"
Signs	30" x 30"	C22B	24" x 24"
R1	30"	C22C	24" x 12"
R7	24" x 30"	C23	24" x 24"



<u>Sign Code</u>	<u>Minimum Size</u>	<u>Sign Code</u>	<u>Minimum Size</u>
R7A	24" x 18"	C24	24" x 24"
R10 (Rt or Lt)	36" x 12"	C25	24" x 24"
R11	30" x 30"	C27	24" x 24"
R11A	30" x 18"	C28A	18" x 18"
R16	24" x 24"	C28B	18" x 18"
R16A	24" x 18"	C29	24" x 7"
R17	24" x 24"	C30	24" x 24"
R17A	24" x 18"	C32	36" x 24'
R18-1(Rt or Lt)	20" x 32"	C36	36" x 36"
R18-2 (Rt or Lt)	36" x 36"	Other Construction	
R41	24" x 30"	signs	30" x 30"
R42	24" x 30"		
Other Regulatory			
Signs	30" x 30"		

No material or equipment shall be stored where it will interfere with the safe passage of public traffic and at the end of each day's work and at other times when construction operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from the portion of the roadway open for use by public traffic. Spillage resulting from hauling operations along or across any public traveled way shall be removed promptly.

Whenever necessary, trenches and excavations shall be bridged to permit an unobstructed flow of traffic.

- A. Bridging shall be secured against displacement by using adjustable cleats, angles, bolts or other devices.
- B. Bridging installed shall operate with minimum noise levels in accordance with County Code, Section 6.68, "Noise Control".
- C. Steel plates used for bridging shall extend at least one trench width beyond the edges of the trench. Temporary paving materials shall be used to fatter the edges of the plates to minimize wheel impact.
- D. The trench may require shoring to support bridging.

<u>WIDTH OF TRENCH</u>	<u>MINIMUM THICKNESS OF STEEL PLATES</u>
2.0 ft. or less (0.6 M or less)	7/8 inch (22 mm)
3.0 ft. (0.9 m)	1 inch (25 mm)
4.0 ft. (1.2 m)	1-1/4 inch (32 mm)

Whenever the work area is adjacent to a traffic lane and there is a pavement cut, ditch or trench over 2" deep, the Contractor shall maintain continuous barricades spaced at approximately 20 foot intervals for the first 100 feet from the beginning of the cut, ditch or trench and at approximately 50 feet intervals thereafter. If the cut, ditch or trench is more than 10 feet from a traffic lane, the spacing may be greater but must not exceed 200 feet.

When the work area encroaches upon a sidewalk, walkway or crosswalk area, special consideration is to be given to pedestrian safety. Effort must be made to separate the pedestrian from the work area. Protective barricades, fencing, handrails and bridges together with warning and guidance devices and signs are to be utilized so that the passageways for pedestrians are safe and well defined.

Where sidewalks, pedestrian walkways, or bike lanes are closed by construction, an alternate route shall be provided. At locations where adjacent alternate walkways cannot be provided, appropriate signs and barricades shall be installed at the limits of construction and in advance of the closure at the nearest crosswalk or intersection to divert pedestrians to a satisfactory alternate route.

At no time shall pedestrians be diverted into a portion of the street used for vehicular traffic. A deviation from the above must have prior approval of the District.

Walkways in construction areas shall be maintained smooth and be free of abrupt changes in grade.

A high level warning device is intended for use on major streets at the direction of the District, when a lane is closed or work encroaches in a lane of traffic or when barricades are placed in a moving lane of traffic. A single barricade shall not be placed along in the traveled way.

Use of flashing arrow signs is intended on major (4 or more lanes) streets for lane closures during hours of darkness and for all lane closures lasting more than 2 hours.

On major streets, opposing traffic is separated by delineators, traffic striping, or raised pavement markers. Where traffic is diverted to the left of an existing double yellow centerline into a painted median or into a left turn lane, delineators are to be utilized beyond the work area to return traffic to normal lanes. See Standard Drawing H-33A for typical installation.

All delineators used during hours of darkness must be stabilized by being nailed or fastened to the pavement.

Whenever the Contractor's operations require one-way traffic or create a condition hazardous to the public traffic, the Contractor shall provide and station competent flaggers, whose sole duties shall consist of directing the movement of public traffic through or around the work.

Unless specifically set forth in the Special Provisions, all marked lanes of traffic shall be open on all major streets in each direction during the peak traffic hours of 7:00 a.m. to 8:00 a.m. and 3:30 p.m. to 6:00 p.m.

During the first Friday after Thanksgiving and the last 24 calendar days of December, the Contractor shall not close any traffic lanes on a major street except as provided in the Special Provisions. The District may grant permission to close traffic lanes on a major street when the Contractor submits the request two (2) working days in advance, and he/she receives written permission from the District. The directional flow of traffic, the proximity to retail business, the total flow of traffic related to the capacity of the roadway, and the interference to public safety will be conditions the District considers in determining whether to grant or deny permission.

If, for an emergency, the Contractor is required to close a lane on a major street during peak traffic hours or during the last 24 calendar days of December, the Contractor shall immediately notify the District.

A traffic lane shall be considered open if it is surfaced with asphalt and at least 20' wide. Attention is directed to Standard Drawings H-31 through H-34A for typical installations of traffic controls for construction and maintenance work zones.

A detailed traffic plan, prepared by a qualified Engineer will be required for lane closures during the hours of darkness or lasting more than one day and shall be submitted for approval by the District at least 10 working days prior to the proposed lane closure.

The District may approve, in writing, traffic restrictions necessary for public safety or emergency conditions during peak traffic hours and during the month of December.

The Contractor shall maintain traffic cones, barricades, temporary striping, or yellow delineators (reflectorized or illuminated) within and on the approaches to the project to properly indicate to the motorist the driving centerline of the roadway. (The motorist shall be permitted to drive to the right of these devices as provided in the California Vehicle Code.) At least one barricade or delineator shall be placed approximately every 50 feet and a C30 sign approximately every 500 feet adjacent to the work area. The cone spacing in the tapers shall be in accordance with the typical lane closure diagrams (H31 through H34A). The Contractor may remove the barricades at the direction of the District if they interfere with the movement of traffic, under special conditions' however, the barricades shall be replaced when the District determines the special conditions no longer apply. In lieu of barricades, temporary paint striping or traffic cones, may be used. To delineate the centerline of the roadway, the Contractor may use construction grade pavement striping tape (reflectorized). Six inch by four inch (minimum) pieces of tape shall be placed on the centerline at 25 foot (maximum) intervals. The District will, with three (3) working days notice, place a centerline stripe at the request of the Contractor as a substitute for the above requirements when the finished, top or wearing course pavement has been completed. The Contractor shall not request less than one mile of centerline striping, but shall maintain barricades or delineators as described above.

The Contractor shall not remove from the project barricades or other traffic control devices placed within the project limits, or on the approaches to the project, for the direction and protection of the traveling public, until he has given three (3) working days' advance written notice to the District.

On new developments, the Contractor will be required to maintain a Type III barricade eight (8) feet in length in the center of the road indicating that the road is closed except to construction personnel. This barricade is not to be removed until the project is accepted by the District.

**G6-13 – PRESERVATION OF PROPERTY:** Roadside trees and shrubbery that are not to be removed, and pole lines, fences, signs, traffic control devices, striping, survey markers and monuments, buildings, and structures, conduits, under or above ground pipelines, and any other improvements and facilities adjacent to the work shall be protected from injury or damage and, if ordered by the District, the Contractor shall provide and install suitable safeguards to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored to a condition as good as when the Contractor entered upon the work, and all expenses of whatever nature arising from such damage shall be borne by the Contractor. Before the Contractor removes any road sign or permanent traffic control device which interferes with the work, the Contractor shall receive approval to do so from the District.

**G6-14, EXISTING UTILITIES:** It is recognized by the District and the Contractor that the location of existing utility facilities as shown on contract drawings and specifications are approximate and that their exact locations are unknown.

Recognition is given to the fact there may be additional utilities existing on the property unknown to either party to the contract. Location of utilities as shown on drawings and specifications represent the best information obtainable from utility maps and other information furnished by the various agencies involved. The District warrants neither the accuracy nor the extent of actual installations as shown on the drawings and specifications.

Because of this uncertainty, it may become necessary for the District to make adjustments in the line or grade of water lines, sewers or storm drains. Installation of such adjusted lines shall be made at the regular unit price bid for the work and no additional compensation will be paid there for, unless the scope and character of the work has been changed.

The Contractor agrees and is required to coordinate and fully cooperate with the District and utility owners for the locations, relocations and protection of utilities. The Contractor's attention is directed to the existence of utilities, underground and overhead, necessary for normal house and commercial service for all buildings along the line of work. The Contractor shall make arrangements with utility owners for the location of house and commercial service lines in advance of the actual construction and for the relocation of such facilities, if necessary, by the utility owner or the Contractor.

In accordance with Section 4215 of the Government Code of the State of California, the District shall make provisions to compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care and removing or relocating such main and trunk line utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. Compensation will be in

accordance with Sections G8-03 of these Specifications and in accordance with Section 8-1.09 of the State Specifications.

The Contractor, on a street, road, channel, or pipeline construction project, shall not be assessed liquidated damages for delay in completion of the project for that portion of such delay as is caused by failure of the District or owner of a utility to provide for the removal or relocation of existing utility facilities.

In the event the Contractor discovers utilities not identified in the Contract plans or specifications, the Contractor shall immediately notify the District and the utility owner by the most expeditious means available and later confirm in writing.

The District is a member of the Underground Service Alert (U.S.A.) one-call program. The Contractor or any subcontractor for this contract shall notify members of U.S.A. North, two working days in advance of performing excavation work by calling the toll-free number at 811 or 800-227-2600.

Each phase of the project must be called to U.S.A., and continuing excavation reported every 14 calendar days, as the markings are not permanent and may fade out. The U.S.A. will designate a U.S.A. number which must be available to the inspector at the job site along with the date it was called in. If the U.S.A. notifications are not kept up-to-date, the excavation may be stopped and a new two working day notice required before continuing the excavation.

Contractor will be required to utilize white paint to outline known areas of excavation prior to calling U.S.A., This paint shall be white dots located inside the excavated area so that when construction is completed, there will be no remnants of the paint. At those locations where the excavation is not known, the excavator will make an attempt to closely identify the areas that he will have to explore. All utility companies and Contractors will be required to use the following color codes and symbols for the identification of their utilities:

<b>FIELD MARKING COLOR CODES &amp; SYMBOLS</b>		
<b>COLOR</b>	<b>SYMBOL</b>	<b>NAME</b>
Blue	W	Water
Orange	FA	Fire Alarm
	Tel	Telephone
	R	Railroad
	TV	Television
	WU	Western Union
Green	S	Sewer
	D	Storm Drain
Red	L	Street Lighting
	E	Electric
	T	Traffic Signals

Yellow	G Co.	Gas Name Oil & Chemical
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**COLOR CODE FOR EXCAVATORS**

White – Paint or flag outline of proposed excavation area with white dotted line.

The public utility, where it is the owner, shall have the sole discretion to perform repairs or relocation work, or permit the Contractor to do such repairs or relocation work.

Unless otherwise indicated on the contract drawings or specified in the Special Provisions, the Contractor shall maintain in service all drainage, water, gas, and sewer lines, including house services; power, lighting, and telephone conduits; and, any other surface or subsurface structure of any nature that may be affected by the work. However, the Contractor, for their convenience, may arrange with the owner to temporarily disconnect house service lines or other facilities along the line of work and the cost of disconnecting and restoring such utilities will be borne by the Contractor.

Unless otherwise specified in the Special Provisions, the Contractor shall be responsible for protecting all existing utilities on all projects being constructed inside or outside of street rights-of-way. The utility owner in these cases may elect to provide the necessary protective measures and bill the Contractor for the cost. Existing utilities shall further include traffic control devices, conduits, street lights and related appurtenances.

Utility poles that are to be relocated, including traffic signal and light poles, shall be relocated prior to paving. No paving shall be performed around poles which are to be relocated.

**G6-15, COOPERATION WITH OTHERS:** The District or adjacent property owner may perform other work adjacent to or within the project area, concurrent with the Contractor’s operations. The Contractor shall conduct operations to minimize interference with the work of other forces or Contractors performing such work. This work performed by a second Contractor could include work which is incomplete or in dispute with the Contractor.

All disputes or conflicts which may arise between the Contractor and any other forces or Contractors retained by the District, creating delays or hindrance to each other, shall be referred to the District for resolution.

If the work of the Contractor is delayed because of any acts or omission of any other forces or Contractor, the Contractor shall on that account, have no claim against the District other than for an extension of time.

**G6-16, AIR POLLUTION CONTROL:** The Contractor shall comply with all County of Sacramento air pollution control rules, regulations, ordinances, and statutes which apply to any work performed pursuant to the contract, including any air pollution control rules, regulations, ordinances, and statutes, specified in Section 11017 of the Government Code.

Unless otherwise provided in the Special Provisions, material to be disposed of shall not be burned, either within or outside of the project limits.

**G6-17, WATER POLLUTION:** The Contractor shall comply with all District and County of Sacramento rules, regulations, ordinances and statute which apply to water pollution, including Section 7-1.016 of the State Specifications.

**G6-18, SOUND CONTROL REQUIREMENTS:** The Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances which apply to any work performed pursuant to the contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.

**G6-19, UNUSUAL SITE CONDITIONS:** The Contractor shall promptly, and before the site is disturbed, notify the District in writing if the Contractor suspects or detects that the site contains:

- A. Material that the Contractor believes may be hazardous waste, as defined in California Health and Safety Code Section 25117 that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- B. Subsurface or latent physical conditions at the site differing materially from those indicated in the contract documents.
- C. Unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

The District shall promptly investigate the conditions, and if the District finds that the conditions do materially differ or do involved hazardous waste, the District shall issue a change order increasing or decreasing contract time or cost or both, as appropriate, as provided in Section G7-12 of these Specifications.

In the event of a dispute, the Contractor shall not be excused from any completion date provided for in 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.

**G6-20, SECURITY:** The entire boundary of Rancho Murieta and most District facilities are presently fenced for security reasons. This security shall be maintained by the Contractor during the entire period of the proposed construction. Where the Contractor finds it necessary to remove any portion of a fence to execute work, the Contractor shall provide an adequate temporary fence at the end of each working day. When the opening is no longer necessary, the Contractor shall replace the

original fence in kind. The security measures of the District notwithstanding, the Contractor is responsible for the security of their own equipment and materials and the project site.

**G6-21, ARBITRATION:** Every effort shall be made by the parties hereto to settle any disputes or controversies between them, but if they are unable to do so, any controversy between the District and the Contractor involving the construction application or performance of any of the terms, provisions or conditions of the Agreement, shall, on the written request of either party served on the other party, be submitted to arbitration in the County of Sacramento, California and such arbitration shall comply with and be governed by the provisions of the California Arbitration Act, Section 12880 through 1984.2 of the California code of Civil Procedure. The District and Contractor shall each appoint one person to act as an arbitrator in the dispute. The two chosen shall select a third person to act as an impartial arbitrator in the dispute. The three chosen arbitrators shall hear and determine the dispute. The decision of the arbitrators shall be final and conclusive upon both parties. If the two arbitrators fail to select a third arbitrator within fifteen (15) days after they determine that they are unable to agree, either of them or either of the parties may petition the then presiding judge of the Superior Court of the State of California in and for the County of Sacramento, acting in this individual capacity, to make a prompt appointment of such a third impartial arbitrator. The cost of arbitration shall be by the losing party or in such proportions as the arbitrators shall decide.

The Contractor shall carry on and maintain the progress of the work during arbitration proceedings, unless otherwise mutually agreed in writing by the parties hereto.

## **GS-7. PROSECUTION OF THE WORK**

**G7-01, BEGINNING OF WORK:** the return of the executed contract, together with the prescribed bonds and certification of insurance, and when required, advance on incidental expense and acquisitions shall constitute authority for the Contractor to enter upon the site of the work and begin operations. Should the Contractor start work in advance of receiving notice that the contract has been executed for the District, however, any work performed by him in advance of the date of approval shall be at the Contractor's own risk. The pre-construction conference, as outlined in Section G3-08, must be conducted before any work can be conducted. Should the Contractor desire to begin work prior to the execution of the contract, the Contractor shall furnish to the District insurance certificates covering said operations in the type and amount set forth in Section G3-07 of these Specifications. When the Contractor has started work on the project, the Contractor shall diligently prosecute the work to completion within the time limit provided in the Special Provisions.

The Contractor shall give the District at least five (5) working days' notice of their intention to start work, specifying the time, date and location at which the Contractor intends to begin.

The counting of working days shall begin ten (10) calendar days from the date the Contractor is notified that the contract has been executed for the District. Such notification will be sent by certified mail. In no event shall there be a period of time greater than thirty (30) days (exclusive of such time as all completed documents are in the possession of the District) from the time the



contract forms are first received by the Contractor and the commencement of the contract time, regardless of the receipt or lack thereof of signed documents or completion or lack thereof of provisions regarding required bonds and certificates.

**G7-02, PROGRESS SCHEDULE AND CPM SCHEDULE:**

- A. Progress Schedule: A bar chart or similar form of progress schedule will be required for all contracts. The Contractor shall submit to the District five (5) copies of the complete progress schedule at the pre-construction conference. The progress schedule shall show the estimated dates on which the Contractor shall start each part of class of the work and the contemplated dates for completing such parts or classes, or the approximate percentage of work scheduled for completion at any time.

All schedule updates or revisions, as needed or when directed by the District, shall show the effects of any occurrence upon which the Contractor has based or will base any claim or notice of potential claim for an extension of time, for additional compensation or for both and shall expressly call the District's attention thereto. Schedule update shall be submitted within 15 working days from the date it is requested by the District. See also Section G8-05 of these Specifications. Attention is directed to Section G7-15 of these Specifications regarding notice for potential delays or claims.

The Contractor shall, to every reasonable extent, carry on the work of construction of the various elements of the project concurrently, and shall not defer construction of any portion of the work in favor of any other portion without the express approval of the District.

Despite the filing of a progress schedule, the Contractor shall be governed by the direction of the District in respect to specific programming when, in the judgement of the District, it becomes necessary to accelerate the work or any part thereof, or cease work at any particular point and concentrate his forces at such other point or points, to the intent that all avoidable delays may be obviated.

- B. CPM Schedule: In addition to the progress schedule required in G7-02.A above, when required by the Special Provisions, the Contractor shall submit a practicable CPM network schedule prior to the first progress estimate. The CPM network diagram shall be timed scaled and shall include printouts showing the mathematical analysis of the CPM network diagram. Activities shall include, but not limited to, construction activities, procurement activities, and submittal activities. Submittal and procurement activities shall include false-work drawings, post tensioning drawings, test procedures, mix designs, long time lead items, etc. The following information is to be shown for each activity:
  1. Activity description
  2. Unique number(s) for each activity

3. Activity relationships and dependencies
4. Activity duration in work days
5. Early start, early finish, late start, late finish dates  
Calendar date, i.e., day, month, year
6. Total float, free float
7. For completed activities, actual start dates and actual finish dates duration, logic
8. Interim milestone dates and completion dates
9. Detailed list of work contained within each activity

Revisions or updates to the CPM schedule will be made when contract events are changed or within fifteen (15) working days unless otherwise approved by the District, from time to time when requested by the District. A narrative shall be submitted with each revision or update and the narrative shall describe the general status of the project and address any problem areas or delays. A corrective course of action shall also be included when problem areas or delays are encountered.

All schedule updates or revision shall show on the critical path the effects of any occurrence upon which the Contractor has based or will base any claim or notice of potential claim for an extension of time, for additional compensation or for both, and shall expressly call the District's attention thereto. Attention is directed to Section G7-15 of these Specifications regarding notice for potential delays or claims.

An as-built schedule will be required at the conclusion of the project.

3. Payment for Progress and CPM Schedule: For all contracts which do not include an item for mobilization and for lump sum contracts, payment for schedules shall be included in the price bid for other items of work. For all contracts which include an item for mobilization, payment for schedules shall be included in the mobilization item. Payments for updates and revisions of the schedules shall be included in the prices bid for other items of work. The project will not be accepted by the District until the as-built CPM schedule is submitted.

**G7-03, RESPONSIBILITY FOR ACCURACY:** The Contractor shall obtain all necessary measurements for and from the work, and shall check dimensions, elevations and grades for all layout and construction work and shall supervise such work, the accuracy for all of which he/she shall be responsible. Each subcontractor shall adjust, correct and coordinate their work with the work of others so that no discrepancies will result in the whole work.

**G7-04, EQUIPMENT AND METHODS:** Only equipment and methods suitable to produce the quality of work required will be permitted to operate on the project. Equipment shall, except as specified in Section G5-14 of these Specifications, conform to that in general practices for work of the type undertaken. If any part of the Contractor's plant, equipment or methods of execution of the work appears to the District to be unsafe, inefficient, or inadequate to insure the required quality or rate of progress of the work, the District may order the Contactor to increase or improve their facilities

or methods, and the Contractor shall comply promptly with such orders. However, neither compliance with such orders nor failure of the District to issue such orders, shall relieve the Contractor from their obligation to secure the degree of safety, the quality of work or rate of progress required.

**G7-05, RECEIPT OF CONTRACTOR'S PLANS:** The receipt by the District of any drawing or any method of work proposed by the Contractor shall not relieve the Contractor of their responsibility of any errors therein and shall not be regarded as any assumption of risk or liability by the District or any officers or employees thereof, and the Contractor shall have no claim under this contract on account of the failure or partial failure or inefficiency of any plan or method so received. Such receipt shall mean merely that the District has no objections to the Contractor using, upon their own fully responsibility, the plan or method so proposed.

The Contractor shall submit to the District five (5) days in advance of any excavation of trenches on any project which have a total value of \$25,000 and depth greater than five (5) feet, a detail plan of shoring, bracing, soloing or other provisions to protect the workers from the hazards of ground collapse during operations. If the plan varies from shoring system standards established by the Construction Safety Orders, the plan shall be prepared and signed by a registered civil or structural engineer and also received by the Division of Occupational Safety and Health. A signed copy of the engineers System must be on the site at the time of the excavation. In no case shall the protective system be less effective than that required by the Construction Safety Orders of the Division of Occupational Safety and Health.

The above in no way relieves the Contractor from the requirements of Section G6-02 or Section G6-08 as set forth in these Specifications.

**G7-06, SUGGESTIONS TO CONTRACTOR:** Any plan or method suggested to the Contractor by the District or an inspector, but not specified or required in writing, if adopted or followed in whole or in part, shall be used at the risk and responsibility of the Contractor; and the District will assume no responsibility therefore.

**G7-07, TEMPORARY FACILITIES AND SERVICES:** The Contractor shall be responsible for providing and maintaining the necessary material storage places, field offices, temporary roads, fences, watchmen, etc., and all required utilities, such as telephone, electric, and water service necessary for their use at their expense. No water shall be withdrawn from fire hydrants for construction purposes until the Contractor has written approval of the District for such a connection.

**G7-08, UNFAVORABLE WEATHER AND OTHER CONDITIONS:** During unfavorable weather and other conditions, the Contractor shall pursue only such portions of the work as will not be damaged thereby. No portions of the work the satisfactory quality or efficiency of which will be affected by any unfavorable conditions shall be constructed while these conditions remain, unless, by special means or precautions approved by the District, the Contractor shall be able to overcome these conditions.

**G7-09, WEEKEND, HOLIDAY AND NIGHT WORK:** No work shall be done between the hours of 6:00 p.m. and 7:00 a.m. or on Sundays or legal holidays except with written permission of the District. Request to work between 6:00 p.m. and 7:00 a.m. or on Sundays or legal holidays must be submitted in writing at least two (2) working days in advance of the intended work. In case of an emergency, the Contractor will be allowed to work at night or on Sundays or legal holidays, but must notify the District immediately. An emergency shall be considered an unforeseen event that poses a danger to the public or to the uncompleted work.

It is understood, however, that two (2) or three (3) shift operations may be established as a regular procedure by the Contractor if he first obtains written permission from the District. Such permission may be revoked by the District at any time, if the Contractor fails to maintain adequate force and equipment for reasonable prosecution and to justify inspection of the work, or fails to provide sufficient artificial light to permit the work to be carried on properly and to permit proper inspection.

The Contractor shall give the District one (1) working day prior written notice of any work to be done on a Saturday, with the location and type of work to be done specified; and any work done without such notice and without supervision of an inspection may be ordered removed and replaced at the Contractor's expense.

**G7-10, REMOVAL OF REJECTED MATERIALS OR WORK:** The Contractor shall, upon written request, without delay, remove from the site of the work, all rejected or condemned materials of any kind brought to or incorporated in, the work. No such rejected or condemned materials shall again be offered for use in any work under this contract. All work which has been rejected shall be remedied or removed and replaced, by the Contractor in an acceptable manner at their expense.

Upon failure of the Contractor to comply within 48 hours with any written order of the District made under this Section, or to make satisfactory progress in so doing, the District may cause such rejected materials to be removed, or such rejected work to be remedied, or remove and replaced, and deduct and retain the costs from any sums due or to become due the Contractor.

**G7-11, PROOF OF COMPLIANCE WITH CONTRACT:** In order that the District may determine compliance with requirements of the contract not readily enforceable through inspection and tests of materials or work, the Contractor shall, at any time when requested, submit to the District properly authenticated documents or other satisfactory proofs as to their compliance with such requirements.

**G7-12, CHANGE ORDERS:** The District may at any time require change in the contract drawings or specifications or changes to, additions to, or deductions from the work performed or the materials to be furnished. Any such changes, except as indicated in Section G8-02 of these Specifications, will be directed by the District in writing. Such directives will specify, in addition to a complete description of such change, the work to be done in connection with the change, the adjustment of contract time, if any, and the basis of compensation for such work. Directives for changes will be subsequently incorporated in a formal change order to be executed by the Contractor and

submitted to the Board for approval. Failure of the Contractor to execute any change order shall not relieve the Contractor of their obligation to complete all the work specified in the change order.

Work directed by the District, which will subsequently be incorporated in a change order shall be performed fully and completely, and in accordance with the original contract requirements except for the specific change mentioned in the directive and change order. Drawings accompanying such directives or change orders shall be deemed a part of such directives or change orders.

Responsibility for any change or deviation from the contract drawings or specifications without the authority of a written directive by the District or a change order shall rest entirely with the Contractor. However, if ordered in writing by the District, the Contractor shall proceed with the work so ordered prior to actual receipt of an approved contract change order therefore.

Adjustments, if any, in the amounts to be paid the Contractor by reason of any change order shall be determined as hereinafter stipulated.

Such changes shall in no way affect, vitiate, or make void this contract or any part thereof,, except that which is necessarily affected by such changes and is clearly the evident intention of the parties to the contract.

**G7-13, TIME OF COMPLETION:** Time is of the essence on this contract. The Contractor shall complete all work called for under the contract within the time set forth in the Special Provisions.

In the case of a contract for which the time limit is specified in working days, the District will furnish the Contractor a weekly statement showing the number of working days charged to the contract for the preceding week and the number of working days charged to date. The Contractor will be allowed fifteen (15) calendar days in which to file a written protest setting forth in what respect he/she disagrees with the working day statement, otherwise the working day statement of the District shall be deemed to have been accepted by the Contractor as correct.

**G7-14, UNAVOIDABLE DELAYS:** The Contractor will be granted an extension of time for completion of the work beyond that time specified in the special provisions, for delays which may result through causes beyond the control of the Contractor and against which he/she could not have provided by the exercise of reasonable care, prudence, foresight and diligence.

Unavoidable delays within the meaning of this Section shall be those caused by: fire, flood, epidemic, strike, act of God or of the public enemy, acts or neglect of the District or its employees, agents or other Contractors. Material shortages and delays in utility company relocations may be classified as an unavoidable delay if the Contractor can produce satisfactory evidence that he acted in a timely manner.

Any curtailment of the Contractor's operations due to the action of the Air Pollution Control Board of the County of Sacramento shall be considered an unavoidable delay.

Extensions of time will be granted for unavoidable delays, but no additional compensation for same will be allowed.

Delays in the prosecution of parts of the work which may in themselves be unavoidable, but do not necessarily prevent or delay the prosecution of other parts of the work nor the completion of the work within the time specified; reasonable loss of time resulting from the necessity of submitting plans for approval of the District; from the making of surveys, measurements, and inspections, or loss of time resulting from reasonable interference by the work of other Contractors, which does not necessarily prevent the completion of the whole work within the time herein specified, will not be considered as unavoidable delays within the meaning of the contract nor shall the Contractor receive any additional compensation for any such delay.

**G7-15, NOTICE OF DELAYS:** Whenever the Contractor foresees any delay in the prosecution of the work, and in any event immediately upon the occurrence of any delay which he regards as an unavoidable delay, the contractor shall notify the District in writing of the probability of the occurrence of such delay and its cause. The District may take immediate steps to prevent, if possible, the occurrence or continuance of the delay, and may determine whether the delay is to be considered avoidable or unavoidable, how long it continues and to what extent the prosecution and completion of the work are to be delayed thereby.

After the completion of any part or the whole of the work, the District, in estimating the amount due the Contractor, will assume that any and all delays which have occurred have been avoidable delays, except such delays as shall have been called to the attention of the District at the time of their occurrence and found by the District to have been unavoidable. The Contractor will make no claims that any delay not called to the attention of the District at the time of its occurrence has been an unavoidable delay, nor shall the Contractor receive any additional compensation for any such delay.

The Contractor shall not be entitled to additional compensation for any act, or failure to act, by the District, including failure or refusal to issue a change order or for any event, thing, occurrence, or other cause, unless the Contractor shall have given the District due written notice of potential claim as herein specified.

The written notice of potential claim shall set forth the reasons and logic for which the Contractor believes additional compensation will or may be due, the nature of the costs involved and insofar as possible, the amount of the potential claim. The notice must be given to the District prior to the time the contractor performed the work, giving rise to the potential claim for additional compensation, if based on an act or failure to act by the District, if in all other cases within fifteen (15) calendar days after the happening of the event, thing, occurrence, or other cause, giving rise to the potential claim. The Contractor hereby agrees that the Contractor shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claims required herein was filed. See Section G5-06 of these Specifications.

Notice is hereby given that claims for compensation under the amount of \$375,000 shall be administered in accordance with California Public Contract Code, Sections 20104 through 20104.8 inclusive.

**G7-16, EXTENSION OF TIME:** The Contractor shall be allowed an extension of time in which the complete the work equal to the sum of all unavoidable delays, as determined above, plus any adjustments of contract time due to contract change orders as outlined in Section G7-12 of these Specifications. During such extension of time, neither compensation for extra engineering and inspection nor for liquidated damages shall be charged to the Contractor. Applications for an extension of time must be made in writing before the expiration of the original time fixed in the contract or of the time granted by extension, as the case may be.

**G7-17, CLEANING UP:** Throughout the construction period, the Contractor shall keep the site of the work in a presentable condition, dispose of any surplus materials, clean out all drainage ditches and structures, and repair any fences or other property damaged during the progress of the work, to the satisfaction of the District.

When material is to be disposed of outside of an easement, street, or highway right-of-way, or other District owned properties, the Contractor will dispose of said material in accordance with the requirements set forth in Section SS-14 of these Specifications.

Upon completion of the work, and prior to requesting final inspection, the Contractor shall thoroughly clean the site of the work of all rubbish, excess material, and equipment, and all portions of the work shall be left in a neat and orderly condition. The final inspection will not be made until this has been accomplished.

**G7-18, WORK AREA:** The Contractor shall obtain the approval of the District's Representative of the locations, width and alignment of the all work areas, storage yards, shops, haul roads, etc., prior to any activities by the Contractor to use said areas. Due to the existence of environmentally sensitive areas and important cultural resources deposits within the boundaries of Rancho Murieta, the Contractor may be directed by the District's Representative to modify the nature of their construction related activities to prevent damage to these sensitive areas. The Contractor shall comply with these requests and shall include the cost hereof in the price bid for the various items of work and no additional compensation will be allowed therefore.

## **GS-8. MEASUREMENT AND PAYMENT**

**G8-01, WORK TO BE DONE WITHOUT DIRECT PAYMENT:** Whenever it is specified that the Contractor is to do work or furnish materials of any class for which no price is fixed in the proposal, it shall be understood that the Contractor is to do such work or furnish such materials without extra charge or allowance or direct payment of any kind. The cost of doing such work or furnishing such materials is to be included in the price bid for such other items of work as the Contractor may consider appropriate, unless it is expressly specified in the Special Provisions that such work or materials is to be paid for as extra work. Where additional shifts or premium pay are necessary to

ensure that the work will be completed within the time limits specified, any resulting additional costs shall be included in the price paid for the various contract items of work and no additional compensation shall be allowed therefore.

**G8-02, MEASUREMENT OF QUANTITIES:** Payment for all work bid at a price per unit of measurement will be based upon the actual quantities of work as measured upon completion. The District does not expressly or by implication agree that the actual amount of work or materials of any class will correspond to the estimated quantities given in the proposal. The Contractor shall make no claim nor receive any compensation for anticipated profits, for loss of profit, for damages, or for any extra payment whatever because of any difference between the amount of work actually done or materials furnished and the estimated amount.

Items bid on a “Lump Sum” or “Job” basis shall result in a complete structure, operation plant or system in satisfactory working condition in respect to the functional purposes of the installation, and no extra compensation will be allowed for anything omitted but fairly implied.

**G8-03, CHANGE ORDERS:** When alterations in quantities of work for which unit prices are shown in the proposal are ordered and performed, the adjustment in the contract amount shall be determined on the basis of such unit prices for the actual quantities of work done, as indicated above.

Adjustments, if any, in the amount to be paid the Contractor by reason of any other modifications of the work as set forth in a contract change order, shall be determined by one or more of the following methods as elected by the District:

- A. Lump Sum Price: The Contractor shall submit a detailed cost breakdown on all labor and materials proposed to be provided by the Contractor’s forces or the forces of the subcontractors or material suppliers. The breakdown shall include labor surcharge and sales tax costs.

For change order work performed by the General Contractor, compensation shall be based on all direct costs as listed in the proposal plus the following percentages for overhead and profit;

Labor	25 percent
Materials	15 percent
Equipment Rental	15 percent
Bond	02 percent

For change order work performed by a subcontractor of any tier, compensation shall be based on all direct costs as stated in the subcontractor’s portion of the proposal, plus the above percentages. The General Contractor and any higher tiered subcontractors utilizing the services of the subcontractor who actually performed the work, may each add five percent (5%) to the performing subcontractor’s proposal for overhead and profit.



- B. Unit Prices: By unit prices fixed by agreement between the District and the Contractor.
- C. Force Account: By ordering the Contractor to proceed with the work and to keep and present such form as the District may direct, a correct account of the cost of the change, together with all vouchers therefore. The Contractor will be paid for labor, materials, and equipment rental actually used on the change order work, as follows:
1. Labor: The Contractor will be paid the cost of labor for the workers (including foremen, when authorized by the District), used in the actual and direct performance of the work. The cost of labor, whether the employer is the Contractor, subcontractor or other forces, will be the sum of the following:
    - a. Actual Wages: the actual wages paid shall include any employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes.
    - b. Labor Surcharge: the labor surcharge to be added to the actual wage shall be 26 percent (26%) and this shall constitute full compensation for all payments imposed by State and Federal laws, and for all other payments made to, or on behalf of, the workers, other than actual wages as defined in Section G8-03c.1a of these Specification, and subsistence and travel allowance as specified in Section G8-03c.1c of these Specifications.
    - c. Subsistence and Travel Allowance: the actual subsistence and travel allowance paid to such workers.
  2. Materials: The actual cost of the materials to the purchaser, whether the Contractor, a subcontractor, or other forces. If the Contractor does not furnish satisfactory evidence of the cost of such materials, it shall be deemed to be the lowest current wholesale price at which such materials are available in the quantities concerned delivered to the job site. The District reserves the right to furnish such materials as it deems advisable, and the Contractor shall have not claims for costs or profit on such materials.

If the equipment is moved on to the work site and used exclusively for extra work, the Contractor will be paid for the cost of transporting it to the job and returning it to its original location. The rental period shall begin when the equipment is unloaded at the site of the extra work and shall include each day that the equipment is at the site of such extra work, excluding Saturdays, Sundays, and legal holidays, unless extra work is performed on such days, and shall terminate at the end of the day on which such extra work is completed or the District directs the Contractor to discontinue the use of such equipment.

The rental time to be paid for equipment already on the work site, or which is used for other than such extra work shall be the actual time the equipment is in the operation on the extra work, plus the time required to move the equipment to the site of the extra work and return it to its original location.

To the totals as computed above, shall be added the following percentages for profit and overhead:

Labor	25 percent
Materials	15 percent
Equipment Rental	15 percent
Bond	02 percent

For change order work performed by a subcontractor or any tier, compensation shall be based on all direct costs as stated in the subcontractor's portion of the proposal, plus the above percentages. The General Contractor and any higher tiered subcontractors utilizing the services of the subcontractor who actually performed the work, may each add 5 percent (5%) to the performing subcontractor's proposal for overhead and profit.

The allowances for overhead and profit as enumerated in the preceding subparagraphs shall include full compensation for any and all items of overhead including superintendence.

The method of payment agreed upon or, in the absence of agreement, selected by the District shall be set forth in the change order.

**G8-04, NOT USED**

**G8-05, RETENTION FOR WORK SCHEDULE AND MANUALS:** The District may withhold 10% of each progress or \$1,000, whichever is greater, when any progress schedule or CPM is not submitted in compliance with the contract. The retention shall be released to the Contractor upon submission of an acceptable progress schedule.

In addition to the above retention, the District may withhold 5 percent (5% of each progress payment or \$500, whichever is greater, when operation and maintenance manuals are not submitted in accordance with the contract delivery schedule. This retention shall be released to the Contractor upon submission of acceptable operation and maintenance manuals.

**G8-06, RETENTION FOR IMPERFECT WORK:** If any portion of the work done or materials furnished under the contract shall prove defective or not in accordance with the specification and contract drawings, and if the imperfection in the same shall not be of sufficient magnitude or importance to make the work dangerous or undesirable, or if the removal of such work is impracticable or will create conditions which are dangerous or undesirable, the District shall have the right and authority to retain the work instead of requiring it to be removed and reconstructed, but it shall make such

deductions therefore in the payment due or to become due the Contractor as may be just and reasonable.

**G8-07, PROGRESS PAYMENTS:** On the 20<sup>th</sup> of each month, the District shall prepare in writing an estimate of the total amount and value of the work done, including that done under approved change orders, and the acceptable materials furnished and incorporated in the work through the 20<sup>th</sup> day of the month.

In addition to the retentions provided for in Sections G8-05 and G8-06 of these Specifications, the District shall retain ten percent (10%) of the value of the work completed and materials furnished and incorporated into the work. No progress payments will be made for materials and equipment not incorporated in the work unless specifically set forth in the Special Provisions or authorized by the District. After deducting from the estimated total value all previous payments, the amount to be retained as described herein and other retentions as provided in the contract, the District will then pay to the Contractor the balance as a monthly progress payment.

No such estimate or progress payment will be made when, in the judgement of the District, the work is not proceeding in accordance with the provisions of the contract, or when in their judgement, the total work done since the last estimate amounts to less than one thousand dollars (\$1,000).

If the Engineer determines that the progress of the work will be benefited by the delivery to the site of certain materials and equipment, when available, in advance of actual requirement therefore, and if such materials and equipment are delivered and properly stored and protected, the cost to the Contractor or subcontractor as established by invoices or other suitable vouchers satisfactory to the Engineer, less the retained percentages as above provided, may be included in the progress estimates.

Accompanying the second and all succeeding estimates of the amount and value of the work done, the Contractor shall submit lien releases executed by him and by each subcontractor whose work was included in the preceding progress payment covering the amount paid to them pursuant to said preceding progress payment. Failure to supply such lien releases shall justify the Owner to withhold further payment until such time as all lien releases have been received.

The Contractor's monthly estimates shall be based on the bid schedule and for each item shall show estimated percentage completion to date for the specific pay period. These percentages and the lump sum amounts for each contract bid item shall fix the amount of the partial payment less the ten percent (10%) retention. The Engineer and Contractor shall come to an agreement on the correct percentages of completion for each item on the monthly estimate.

Progress payments will not constitute an acceptance of the work or any part thereof, of a waiver of the right of the District to require fulfillment of all terms of the contract.

**G8-08, SECURITY DEPOSIT IN LIEU OF WITHHOLDS:** Pursuant to California Public Contract Code Section 22300, the Contractor may substitute a deposit of securities in lieu of the District withholding monies from the total amount of the performance by the Contractor as set forth in the estimate prepared by the District under the provisions of Section G8-07 of these Specifications.

At the request and expense of the Contractor, securities having a value equivalent to or greater than the amount to be withheld may be deposited with a State or Federally chartered bank as escrow agent payable either in whole or in part to the District upon demand and certification by the District that the Contractor has defaulted in the performance of their obligation under the contract and setting forth the amount of said security needed to satisfy the completion of the obligation of the Contractor. Securities eligible for investment under this section shall include those listed in California Government Code, Section 16430. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

Alternately, the Contractor may request and the District shall make payment of retentions earned directly to the Escrow Agent at the expense of the Contractor.

All forms or correspondence pertaining to Security Deposits in Lieu of Withhold shall be addressed to:

Rancho Murieta Community Services District  
P. O. Box 1050  
15160 Jackson Road  
Rancho Murieta, CA 95683

Any escrow agreement entered into pursuant to this provision shall be in the form stated in these Specifications (see Standard Forms Specifications Section (Section F) of these Standard Construction Specification). The agreement will be executed by the Manager after approval by the Board.

**G8-09, FINAL ESTIMATE AND PAYMENT:** As soon as possible, after the completion of the work and receipt of all documentation required to be submitted by the Contractor is received, the District shall make up the final estimate of the total amount of work done, segregated as to contract item quantities and contract change order work, and the value of such work; and this amount, after deducting all previous payments and all amounts to be deducted and retained under the provisions of the contract, shall constitute the final payment. All prior estimates and payments shall be subject to correction in the final estimate.

Within fifteen (150 calendar days after the proposed final estimate is submitted to him/her, the Contractor shall submit to the District written approval of said estimate or a written statement of their exceptions thereto. If the Contractor files a statement of exceptions, it shall be in sufficient detail to enable the District to ascertain the basis and amount of said claims, and failure to do so shall be sufficient cause for denying the claims. If the Contractor fails to file such a statement within the time allowed, it shall be construed to be acceptance of the final estimate as submitted to him/her. Any claim of the Contractor or their subcontractor or suppliers with respect to the performance or breach of the contract or any alternations thereof (except for payment of the

balance of the contact price as set forth in the final estimate) not specifically set forth in such a statement is waived by the contractor.

If, after thirty-five (35) days from the date of acceptance of the contract and filing of Notice of Completion, no liens or claims have been filed against the Contractor on account of the performance of this contract, the District will pay the entire sum found due as provided above. Tender of this payment shall constitute denial by the District of any unresolved claim of the Contractor not specifically excepted in writing by the District. The acceptance by the Contractor of the final payment shall operate as, and shall be, a release to the District and its agents, from any and all claims or liability on account of work performed under this contract or any alterations thereof except those specifically set forth in the statement filed as set forth above and not resolved.

**G8-10, LIQUIDATED DAMAGES FOR DELAY:** It is agreed by the parties to this contract that time is only of the essence and that in case all work called for under the contract is not completed in all respects and requirements within the time called for in the Special Provisions plus any extensions of time as provided for in Section G7-16 of these Specifications, damage will be sustained by the District and that it is and will be impracticable to determine the actual amount of damage by reason of such delay; and the Contractor agrees that the sum set forth thereafter is a reasonable amount to be charged as liquidated damages; and it is therefore agreed that the Contractor will pay to the District the sum set forth in the Special Provisions, for each and every calendar day delay beyond the time prescribed; and the Contractor further agrees that the District may deduct and retain the amount thereof from any monies due the Contractor under the contract.

**G8-11, COST AND PRICING DATA:** All cost and pricing data submitted by the Contractor to the District with respect to any change, prospective or executed, or any claim for extra compensation shall be a true, complete, accurate and current representation of actual costs and pricing of the work. The District or their authorized representative may require a formal certification as to cost and pricing data submitted by the Contractor.

Additional requirements for cost and pricing data may also be included in the Special Conditions of a particular contract.

The District or their authorized representative shall have access to the records supporting such cost and pricing data in accordance with Section G8-12 of these Specifications.

**G8-12, ACCESS TO RECORDS:** The District or the District's authorized representative shall have access, upon reasonable notice, during normal business hours, to any books, documents, accounting records, papers, project correspondence project files, scheduling information and other relevant records of the Contractor and all subcontractors directly or indirectly pertinent to the work, original as well as change and claimed extra work to verify and evaluate the accuracy of cost and pricing data submitted with any change order prospective or executed or any claim for which additional compensation has been requested or notice of potential claim has been tendered.

Such books, documents and other records mentioned above shall include, but are not limited to, all those reasonably necessary in the opinion of the District to determine the accurate amount of direct and indirect costs, job site, area and home office overhead, delay and impact costs, however characterized, and shall include the original bid and all documents related to the bid and its preparation, as well as the as-planned construction schedule and all related documents.

Such access shall include the right to examine and audit such records, and make excerpts, transcriptions and photo copies at District's cost.

**G8-13, NO ALTERNATE CLAIMS PROCEDURE:** Nothing in the contract documents shall be construed as an agreement for an alternate claim procedure under the provisions of Section 930.2 of the California Government Code, not to relieve Contractor of the requirements of Chapters 1 and 2 of Part 3 or Chapters 1, 2, and 3 of Part 4 of Division 31.6 of Title 1 of the California Government Code.

## **GS-9. NOT USED**

## **GS-10. CULTURAL RESOURCES**

**G10-01, RESPONSIBILITY:** In the event cultural resources are discovered during subsurface excavations at locations of the work, the Contractor shall cease all construction operations at the location of such cultural resource find until such time that a qualified archeologist can be called to assess the value of the resources and make recommendations to the State Historic Preservation Officer for further direction. If the State Historic Preservation Office or the District directs the work to be temporarily ceased at the location of the cultural find, the Contractor shall temporarily suspend the work at the locations.

**G10-02, CONTROLLING OPERATION:** If the District or the State Historic Preservation Officer directs that the work be temporarily suspended for cultural purposes on a portion of the work which is the current controlling operation or operations of the contract, the total number of days for which the suspension is in effect shall be added to the number of allowable contract days in computing the total number of allowable contract days.

**G10-03, NON-CONTROLLING OPERATION:** If a portion of work at the time of such suspension is not a controlling operation, but subsequently does become the current controlling operation the determining of contract time will be made on the basis of the current controlling operation or operations.

**G10-04, COMPENSATION DETERMINATION:** If, as a result of a temporary suspension of the work at a location or locations, the Contractor sustains a loss which could not have been avoided by their judicious handling of forces, equipment, and plant, to perform other work on the contract, there shall be paid to the Contractor such amount as the District may find to be fair and reasonable compensation for such part of the Contractor's actual loss, as, in the opinion of the District, was unavoidable, to be determined as follows:

- A. The right-of-way delay factor for each classification of equipment shown in the Department of Transportation publication entitled "Labor Surcharge Equipment Rental Rates" of the State of California will be applied to such equipment rental rate.
- B. The time for which such compensation will be paid will be the actual normal working time during which such delay condition exists, but in no case will exceed 8 hours in any one day.
- C. The days for which compensation will be paid shall be for all or portion of calendar days, excluding Saturdays, Sundays, and legal holidays, during the existence of such delay.

Actual loss shall be understood to include no items of expense other than idle time of equipment and necessary payments for idle operator or laborer time and the cost of extra moving of equipment. Compensation for idle time of equipment will be determined by the District and compensation for idle operator or laborer time will be determined by the District as "Labor", and no markup will be added in either case for overhead or profit. Compensation for the cost of moving equipment shall be the actual cost without markup for overhead or profit.

#### **GS-11. PROTECTION OF NATURAL RESOURCES**

**G11-01, PROTECTION OF TREES:** Protection of trees (ornamental and native trees shall be given special attention. Every reasonable effort shall be made to avoid creating conditions adverse to the tree's health. The natural ground within the drip line of saved and protected trees shall remain as undisturbed as possible.

- A. Chain link fencing or an approved equal protective barrier shall be installed around the drip lines of the oak trees prior to initiating project construction, in order to avoid damage to the trees and their root systems.
- B. No signs, ropes, cables or any other items shall be attached to an oak tree except those cables that may be recommended by a certified arborist for limb support.
- C. No vehicles, construction equipment, mobile home/office, supplies materials, or facilities shall be driven, parked, stockpiled, or located within the drip line of oak trees.
- D. Grade cuts or fills within the drip lines of oak or landmark trees shall not be permitted. Cuts or fills whatsoever shall occur within five (5) feet of tree trunks. Extensive cuts or fills that are necessary beyond the drip line but near the oak, shall be contoured to drain away from the oak tree's drip line.
- E. No trenching whatsoever shall be allowed within the drip lines of oak trees. If it is necessary to install underground utilities within the drip line of an oak tree, the utility line shall be either bored or drilled. If boring or drilling is determined to be impossible

by the District, the utility line trench may be hand dug under the direct supervision of a certified arborist.

- F. Roots which are approved to be severed or which fall within the structural section of the facility to be constructed, shall be cut cleanly and treated with "root sealer" compound and covered with earth as soon as possible. Support roots that re inside the drip line of the tree shall be protected. The Contractor is required to hand-dig in the vicinity of major trees to prevent root cutting and mangling which may be cause by heavy equipment. Roots one (1) inch or greater in diameter encouraged within the tree's drip line, shall not be cut without the District's approval, and shall be kept moist, as approved by the District, and covered with earth within 48 hours.
- G. Paving and concrete slab floors within the drip line of oak trees shall be strictly minimized. When paving and concrete slab floors are approved and when absolutely necessary, a piped aeration system shall be installed beneath that portion of the paving or concrete slab which encroaches into the drip line. The piped aeration system shall be installed under the direct supervision of a certified arborist.
- H. Only drought tolerant plant species shall be planted within the drip lines of oak trees.
- I. Above ground sprinkler systems which will irrigate or require trenching within the drip line of an oak tree shall not be installed. An above ground drip irrigation system can be installed to irrigate native or semi-arid plant materials which are planted within the oak tree drip line.
- J. All ornamental and oak trees on the site which require pruning shall be pruned prior to grading the site. Oak trees which require major pruning (branches larger than two (2) inches in diameter) shall be pruned by a certified arborist.



# **STANDARD FORMS SPECIFICATIONS**

## **FO-1 THRU FO-XV**

**FO-I  
AGREEMENT**

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Rancho Murieta Community Services District, a political subdivision of the State of California, hereinafter referred to as District and \_\_\_\_\_, hereinafter referred to as "Contractor";

WITNESSETH

**WHEREAS**, the District heretofore caused plans and specifications for the work hereinafter mentioned to be prepared, and did approve and adopt said plans and specifications; and,

**WHEREAS**, the District did cause to be published for the time and in the manner required by law, a Notice inviting sealed bids for the performance of said work; and,

**WHEREAS**, the Contractor, in response to such Notice, submitted to the District within the time specified in said Notice, and in the manner provided for therein, a sealed bid for the performance of the work specified in said plans and specifications, which said bid and proposal, and the other bids and proposals submitted in response to said Notice, the District publicly opened and canvassed in the manner provided by law; and

**WHEREAS**, the Contractor was the lowest responsible bidder for the performance of said work, and said District, as a result of the canvass of said bids, did determine and declare Contractor to be the lowest responsible bidder for said work and awarded to a contract therefore.

**NOW, THEREFORE**, in consideration of the promises herein, it is mutually agreed between the parties hereto as follows:

1. CONTRACT DOCUMENTS: The following documents are by this reference incorporated in and made a part of this Agreement: The Standard Construction Specifications of the Rancho Murieta Community Services District; the Special Provisions; the contract drawings, all addenda; the Notice to Contractors; the Proposal; all required bonds; and all supplemental Agreements covering alterations, amendments, or extensions to the contract. The documents which describe the work to be performed are sometimes collectively referred to herein as the Plans and Specifications.
2. SCOPE OF WORK: The Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for Contract No. \_\_\_\_, \_\_\_\_\_, as provided for and set forth in said plans and specifications, or in either of them, which said plans and specifications are hereby referred to and by such reference incorporated herein and made a part of this Agreement.

All of the said work done under this Agreement shall be under the supervision of and performed to the satisfaction of the Engineer who shall have the right to reject any and all materials and supplies furnished by the Contractor which do not comply with said plans and specifications, together with the right to require the Contractor to replace any and all work furnished by the Contractor which shall not either workmanship or material be in strict accordance with said plans and specifications.

3. COMPLETION: Said work shall be completed and ready for acceptance within \_\_\_\_\_ (\_\_\_) days following the dates for the commencement of the counting of days as calculated pursuant to Section G7-01 BEGINNING OF WORK of the Standard Construction Specifications.
4. PAYMENT: Attached hereto as Exhibit "A" and by reference made a part hereof, is the bid and proposal of Contractor. Said bid and proposal containing, as required by the terms of said specifications, the full and complete schedule of the different items with the lump sums or unit prices as so specified.

The District agrees, in consideration of the work to be performed herein and subject to the terms and conditions hereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of the aforesaid bid and proposal, and this Agreement, to wit: [*insert total contract amount*]. Said sum shall be paid in accordance with Section G8-07 PROGRESS PAYMENTS and Section G8-09 FINAL ESTIMATE AND PAYMENT of the Standard Specifications. With respect to that portion of the above sum as is based upon the estimated quantities specified for the general scope of the work to be performed herein, actual payment will be based upon the quantities as measured upon completion. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

5. PREVAILING WAGES: Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II , of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work contemplated under this Agreement shall be paid to all workers, laborers, and mechanics employed in the execution of said work by Contractor, or by any subcontractor doing or contracting to do any part of said work. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at the office of the District Secretary.

Contractor shall post, at each jobsite, a copy of such prevailing rate of per diem wages, as determined by the Director of the California Department of Industrial Relations.

6. INSURANCE: The Contractor shall carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability, auto, worker's Compensation and Builders Risk Insurance as required by the Specifications.

7. WORKER'S COMPENSATION CERTIFICATE: By execution of this Agreement, the Contractor certifies as follows:

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

8. PERFORMANCE AND PAYMENT BONDS: The Contractor shall, before beginning said work, file two bonds with the District, each made payable to the Rancho Murieta Community Services District. These bonds shall be issued by a surety company authorized to do business in the State of California, and shall be maintained during the entire life of the Agreement at the expense of the Contractor. One bond shall be in the amount of one hundred percent (100%) of the Agreement and shall guarantee the faithful performance of the Agreement. The second bond shall be the payment bond required by Division Three, Part 4, Title 15, Chapter 7, of the Civil Code of the State of California, and shall be in the amount of one hundred percent (100%) of the Agreement. Any alternations made in the specifications which are a part of the Agreement or in any provision of this Agreement shall not operator to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 and 2845 of the Civil Code.
9. INDEMNIFICATION: The Contractor shall defend, indemnify and save harmless the District and the Engineer (including their officers, agents, members, employees, affiliates and representatives) as set forth in Section G6-03 INDEMNIFICATION of the General Specifications.
10. MISCELLANEOUS PROVISIONS: This Agreement shall bind and inure to the heirs, devisees, assignees and successors in interest of Contractor and to the successors in interest of District in the same manner as if such parties had been expressly named herein.

All times stated herein or in the contract documents are of the essence hereof.

As used in this instrument, the singular includes the plural, and the masculine include the feminine and the neuter.

This Agreement may create a possessory interest subject to property taxation, and Contractor may be subject to the payment of property taxes levied on such interest.

IN WITNESS WHEREOF, District and Contractor have caused three (3) identical counterparts of this Agreement, each of which shall for all purposes, be deemed an original thereof, to be executed as of the day and year first above written.

Owner:  
Rancho Murieta Community Services District

By: \_\_\_\_\_  
Signature

(Seal)  
ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Contractor:

\_\_\_\_\_  
Contractor Name

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(Seal)  
ATTEST:

---

Signature

---

Print Name

---

Title

**FO-11  
NOTICE OF AWARD**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract No.: \_\_\_\_\_

Contract Name: \_\_\_\_\_  
\_\_\_\_\_

The Owner has considered the bid submitted by you for the above described work in response to its Advertisement for Bids, dated \_\_\_\_\_, 20\_\_, and Information for bidders.

You are hereby notified that your bid has been accepted for items in the amount of \$\_\_\_\_\_.

You are required by the Information for Bidders, to execute the Agreement and furnish the required Faithful Performance Bond, Payment Bond, and required insurance certificates within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bonds and certificates within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return the acknowledged copy of this NOTICE OF AWARD to the owner.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Owner

By: \_\_\_\_\_

Title: \_\_\_\_\_

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

By: \_\_\_\_\_

This, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_



**FO-III  
FAITHFUL PERFORMANCE BOND**

BOND NO.: \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS**, that

**WHEREAS**, the Rancho Murieta Community Services District, hereinafter designated as the "Obligee", has, on \_\_\_\_\_, awarded to \_\_\_\_\_ hereinafter designated as the "Principal", a contract for the construction of Contract No. \_\_\_\_\_.

**WHEREAS**, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract;

**NOW, THEREFORE**, WE the Principal, and \_\_\_\_\_, as Surety, are held and firmly bound until the Obligee, in the penal sum of \_\_\_\_\_ lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH** that if the above bounden Principal, his/her or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said contract and any alternations made as therein specified, and in all respects according to their true and intent and meaning, and shall indemnify and save harmless, the Obligee, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue and Principal and Surety, in the event suit is brought on this bond, will pay the Obligee such reasonable attorney's fees as shall be fixed by the Court.

As a condition precedent to the satisfactory completion of the said contract, the above obligation in said amount shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounden Principal, his/her or its heirs, executors, administrators, successors, or assigns shall fail to make full, complete and satisfactory repair and replacements or totally protect the said Obligee from loss or damage made evident during said period of one (1) year from the date of acceptance of work, and resulting from or caused by defective materials or faulty workmanship in prosecution of the work done, the above obligation in the said sum shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Principal remains.

The said Surety, for value received, hereby stipulates and agrees that no change, extension time, alternation, or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same shall, in any way, affect its alternation, or addition to the

terms of the contract or to the work or to the specifications. Said Surety hereby waives the provisions of Section 2819 and 2845 of the Civil Code of the State of California.

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

(SEAL)

By: \_\_\_\_\_  
Signature for Principal

\_\_\_\_\_  
Title of Signator

(SEAL)

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Signature for Surety

\_\_\_\_\_  
Title of Signator

(The signature of the Attorney-in-Fact for the Surety must be acknowledged by a Notary Public, and this bond must be accompanied by a current power of attorney appointing such Attorney-in-Fact. This bond must be submitted in sets of four, each bearing original signatures.)

**FO-IV  
PAYMENT BOND**

BOND NO. \_\_\_\_\_

**KNOWN ALL MEN BY THESE PRESENTS**, that

**WHEREAS**, the Rancho Murieta Community Services District, hereinafter designated as the "Obligee", has on \_\_\_\_\_, awarded to \_\_\_\_\_, hereinafter designated as "Principal", a contract for the construction of Contract No. \_\_\_\_\_; and

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

**NOW, THEREFORE**, WE, the Principal and \_\_\_\_\_, as Surety, are held and firmly bound until the Obligee in the penal sum of \_\_\_\_\_ lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal, or any of his/her or its subcontractors shall fail to pay any of the persons name in Section 3818 of the Civil Code of the State of California, or any amounts due under the Unemployment Insurance code with respect to such work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department of the State of California, from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code of the State of California with respect to such work or labor, as required by the provisions of Section 3225 and following of the Civil Code of the State of California, then said Surety will pay the same in or to an amount not exceeding the amount herein above set forth, and also will pay in case suit is brought upon the bond, a reasonable attorney's fee to such claimant and to the Obligee as shall be fixed by the Court.

The bond is issued pursuant to Civil Code Sections 3247 and 3252 of the State of California and shall insure to the benefit of any and all persons, companies and corporations name in Section 3181 of said Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change extension of time, alternation or addition to the terms of the contract or to the work to be performed hereunder or the specifications accompanying the same shall, in any way, affect its obligations on this bond and

it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications. Said Surety hereby waives the provisions of Section 2819 and 2845 of the Civil Code of the State of California.

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

(SEAL)

By: \_\_\_\_\_  
Signature for Principal

\_\_\_\_\_  
Title of Signator

(SEAL)

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Signature for Surety

\_\_\_\_\_  
Title of Signator

(This bond must be submitted in sets of four, each bearing original signatures. The signature of the Attorney-in-Fact for the Surety must be acknowledged by a Notary Public. These bonds must be accompanied by a current power of attorney appointing such Attorney-in-Fact.)

**FO-V  
NOTICE TO PROCEED**

To: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Contract No. \_\_\_\_\_

\_\_\_\_\_

Contract Name: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

You are hereby notified to commence work in accordance with Agreement, dated \_\_\_\_\_, 20\_\_, on or before \_\_\_\_\_, 20\_\_, and you are to complete the work within \_\_\_\_\_ consecutive calendar days thereafter. The date of completion of all work is, therefore, \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Owner

By: \_\_\_\_\_

Title \_\_\_\_\_

**ACCEPTANCE OF NOTICES**

Receipt of the above NOTICE TO PROCEED is hereby acknowledge by \_\_\_\_\_, this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**FO-VI  
LIEN RELEASE**

**As to Progress Payment No. \_\_\_\_\_**

(This lien release is conditioned upon actual receipt of the funds described below.)

\$ \_\_\_\_\_, receipt of which on \_\_\_\_\_, 20\_\_\_\_, is hereby acknowledged, being payment in full of all the labor performed at and/or all materials delivered to and used to date of this receipt on the improvements of \_\_\_\_\_ covered by that certain contract for \_\_\_\_\_, dated \_\_\_\_\_, between \_\_\_\_\_ and \_\_\_\_\_, in consideration of said payment, the undersigned does hereby waive and release any and every right to claim lien and right to file Stop Notice, pursuant to division Third, Part 4, Title 15, of the California Civil Code, for the labor performed and materials furnished to the above date of receipt.

We further certify that all work, materials, and labor, including without limitation payroll taxes and fringe benefit contributions to trust funds pursuant to collective bargaining agreements, pertaining to Contract No., \_\_\_\_\_, \_\_\_\_\_ have been paid for and/or will be paid prior to the expiration time within which any mechanic's liens arising out of said work or furnishing of materials may lawfully be filed against said land.

We hereby agree to hold harmless, without limitation, the owner of the aforesaid improvements, from any cost or liability whatsoever arising out of any claim or demand on account of the work, labor or material furnished.

MATERIAL SUPPLIER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SUBCONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATED: \_\_\_\_\_

GENERAL CONTRACTOR

**FO-VII  
LIEN RELEASE  
(FOR FINAL PAYMENT)**

Conditioned upon receipt of the sum of \$\_\_\_\_\_, being payment in full for the labor performed at and/or all materials delivered to and used to date of its receipt on the improvements of \_\_\_\_\_ covered by that certain contract for \_\_\_\_\_, dated \_\_\_\_\_, between \_\_\_\_\_ and \_\_\_\_\_, and in consideration of this payment, the undersigned does hereby waive and release any and every right to claim lien and right to file Stop Notice, pursuant to Division Third, Part 4, Title 15, of the California Civil Code, for the labor performed and materials furnished to the above date of receipt.

We further certify that all work, materials and labor, including without limitation payroll taxes and fringe benefit contribution to trust funds pursuant to collective bargaining agreements, pertaining to Contract No. \_\_\_\_\_, \_\_\_\_\_, have been paid for and/or will be paid prior to the expiration time within which any mechanic's liens arising out of said work or furnishing of materials may lawfully be filed against said land.

We hereby agree to hold harmless, without limitation, the owner of the aforesaid improvements, from any cost or liability whatsoever arising out of any claim or demand on account of the work, labor or material furnished.

MATERIAL SUPPLIER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SUBCONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATED: \_\_\_\_\_

GENERAL CONTRACTOR

**FO-VIII  
RANCHO MURIETA COMMUNITY SERVICES DISTRICT  
CONTRACT PROGRESS PAYMENT**

Contract No. _____	Estimate No. _____
Contract Name: _____	Estimate Date: _____
_____	Project No. _____
Contractor: _____	Contract No. _____
_____	Contract Date: _____

Item	Description of Work	Unit	Unit Price Quantity or % Complete	Amount
------	---------------------	------	--------------------------------------	--------

Budget Account Distribution	Total Amount	\$ _____
	Retention	\$ _____
	Difference	\$ _____
	Less Previous Payments	\$ _____
	Net Amount of this Estimate	\$ _____

Prepared by _____	Approved by _____
Contractor	Engineer

Checked by: _____	Approved by _____
	Owner



**FO-IX  
CONTRACT CHANGE ORDER**

Contract No. \_\_\_\_\_

Change Order No. \_\_\_\_\_

Contract Name: \_\_\_\_\_

Date; \_\_\_\_\_

\_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This Change Order represents a supplementary agreement between the Owner and the Contractor, whose names appear below, to the contract existing between them for the construction of the project named herein. The changes defined in this order are to be performed in accordance with the clauses of the existing contract which apply to and govern such changes.

**CHANGE INSTRUCTION:**

NET CHANGE TO CONTRACT FOR THIS CHANGE ORDER \$ \_\_\_\_\_

The original Contract Sum was \$ \_\_\_\_\_

Net change by previous Change Orders \$ \_\_\_\_\_

The new Contract Sum including this Change Order will be \$ \_\_\_\_\_

The Contract time will be (increased) (decreased) (unchanged) by \_\_\_\_\_ days. The Date of Completion as of the date of this Change Order therefore is \_\_\_\_\_.

\_\_\_\_\_  
Engineer

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
By \_\_\_\_\_

\_\_\_\_\_  
By \_\_\_\_\_

\_\_\_\_\_  
By \_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_

**FO-X**

Escrow No. \_\_\_\_\_

**ESCROW AGREEMENT FOR DEPOSIT OF  
SECURITY IN LIEU OF CASH RETENTION  
ON PUBLIC WORKS PROJECT**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Rancho Murieta Community Services District (hereinafter referred to as Owner), \_\_\_\_\_ (hereinafter referred to as Contractor), and \_\_\_\_\_, a state or federally chartered bank (hereinafter referred to as Escrow Agent).

**WHEREAS**, Section 4590 of the California Government Code provides that a Contractor on a Public Works contract may deposit with an escrow agent securities having a value equivalent to or greater than the amount to be held by the public agency owner for retention payments, and under appropriate circumstances, receive the withheld retention payments;

**NOW, THEREFORE**, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. Owner has let to Contractor Contract No. \_\_\_\_\_, for the construction of \_\_\_\_\_, said construction contract being dated \_\_\_\_\_. That said, construction contract provides that the Owner shall retain from each progress payment a specified portion of the progress payment until the lapse of a specified period of time following acceptance by the Owner of the completed construction project. That said, construction contract further provides that the Contractor may substitute a deposit of securities in lieu of the Owner withholding such monies from the total amount of the performance by the Contractor provided such deposit of securities complies with the terms of the Construction contract and law.
2. Contractor may deposit with Escrow Agent securities eligible for investment under Section 4590 of the California Government Code as security in lieu of any monies withheld by the Owner to ensure performance under the aforesaid construction contract.
3. Escrow Agent shall, upon deposit by the Contractor of eligible securities, determine the value of the securities so deposited and certify in the form attached as Exhibit "A" to the Rancho Murieta Community Services District, P.O. Box 1050, Rancho Murieta, CA 95683, that eligible securities have been deposited with the Escrow Agent by the Contract on account for release of retention by the District of monies withheld to ensure performance of the aforesaid construction contract. Such certification shall state minimum value of the securities. The securities shall not be released by the Escrow

agent until the Owner's Engineer (hereinafter referred to as Engineer) has instructed the Escrow Agent, in writing, that the said securities may be released to the Contractor. The form of such instruction in writing is annexed hereto as Exhibit "B".

4. Escrow Agent shall hold the aforesaid securities until such time Escrow Agent is instructed in writing by the Owner's Engineer that Escrow Agent may release the securities to the Contractor. In the event the Owner's Engineer submits a written demand and certification, in the form attached hereto as Exhibit "C:", stating that the Contract has failed to perform all or part of the construction agreement after notice and demanding the payment of a specified amount of cash to be delivered by the Escrow agent to the Owner, the Escrow Agent shall, seven (7) days following receipt of such demand and certification, cause sufficient of the securities deposited by Contractor to be sold and shall immediately deliver to the Owner's Engineer, the amount of cash specified in the said demand and certification. No proof or documents, other than the demand and certification, shall be required of the Engineer by the Escrow Agent in order to accomplish the sale and delivery as specified herein. Any excess cash or securities remaining after satisfaction of the Engineer's demand shall be retained by the Escrow Agent until further instructed by the Engineer.
5. Upon receipt by Owner of an appropriate certification as set forth in Paragraph 3 above, Owner shall release to Contractor, all monies withheld by Owner to ensure performance of the aforesaid construction contract, but only to the extent that such monies have been earned by the Contractor and do not exceed the value of the securities deposited as set forth in the certification. Further, Owner shall not release to the Contractor any monies required to be withheld pursuant to a valid stop notice filed by any person so authorized and with respect to the said construction contract. Owner shall be the sole judge of the validity of all such stop notices and shall retain 125% of the amount claimed in the stop notice. At such time as the opinion of the Owner's Engineer, the Contractor has failed to perform all or part of the construction agreement, the Engineer may give ten (10) day's written notice to the Contractor to adequately commence or complete such performance, or the Engineer shall make demand upon the Escrow Agent for sale of securities deposited by the Contractor and for the delivery of cash proceeds to the Engineer. Upon failure of the Contractor to adequately commence or complete performance within the time specified by the Engineer, the Engineer may submit to the Escrow Agent a written demand and certification in the form attached hereto as Exhibit "C", specifying the amount to be paid to the Owner, and the Escrow Agent shall comply with the terms thereof. The Owner's Engineer shall be the sole judge of the failure of performance by the Contractor, the adequacy of commencement or completion of performance by the Contractor and the value of the failure of performance by the Contractor.
6. This Escrow Agreement is a third party beneficiary contract to the extent that it provides security to the Owner. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The

Owner shall have the right to have any such securities sold by the Escrow Agent and the cash value thereof delivered to the Owner as set forth above. In the event the sale of the securities does not realize sufficient cash to pay to the Owner, the amount demanded by the Engineer, Contractor shall be obligated to immediately pay to the Owner any deficiency, and the Owner shall be further entitled to withhold any such deficiency from any payments then due from the Owner to the Contractor or to become due.

7. Contractor shall pay all fees and costs required to establish and maintain the escrow and to carry out the terms of this agreement.
8. Both the Contractor and the Escrow Agent shall indemnify and hold harmless the Owner from any loss suffered by the Owner as a result of any act or omission of Escrow Agent or Contractor or any of their officers, employees, or agents. Further, the Contractor shall indemnify and hold harmless the Owner from any loss suffered by the Owner resulting from the acts or omissions of the Escrow Agent or any of its officers, employees or agents. Further, the Contractor shall indemnify and hold harmless the Escrow Agent from any loss the Escrow Agent may suffer as a result of the acts or omissions of the Contractor or any of its officers, employees, or agents.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement the day and year first above stated.

\_\_\_\_\_  
Rancho Murieta Community Service District

By: \_\_\_\_\_  
Owner

\_\_\_\_\_  
Contractor

ESCROW AGENT: \_\_\_\_\_

Name of Bank: \_\_\_\_\_

Bank Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**FO-XI  
EXHIBIT A**

To: Rancho Murieta Community Services District  
P.O. Box 1050  
Rancho Murieta, CA 95683

RE: CERTIFICATION OF DEPOSIT OF SECURITIES

\_\_\_\_\_, as Escrow Agent, in that certain Escrow Agreement for Deposit of Securities in Lieu of Cash Retention on Public Works Project between the Rancho Murieta Community Services District., (referred to as Owner), \_\_\_\_\_ (referred to as Contractor) and \_\_\_\_\_, a state or federally chartered bank \_\_\_\_\_ (referred to as Escrow Agent), dated \_\_\_\_\_, hereby certifies to the Rancho Murieta Community Services District that the said Escrow Agent has received from the specified Contractor, securities eligible for investment of not less than \$\_\_\_\_\_. The said Escrow Agent agrees to hold said securities in accordance with the term of the aforesaid escrow agent, and shall not release the said securities to the said Contractor until such time as the said Escrow Agent has received notification from the Owner's Engineer that the construction contract has been accepted, the Escrow Agent further certifies that written demand by the Owner's Engineer, the Escrow Agent shall cause sufficient securities to be sold from those so deposited by the said Contractor and shall pay to the Owner the amount specified in the demand, provided such demand does not exceed the amount specified as the minimum value of the securities therein.

Dated: \_\_\_\_\_, at \_\_\_\_\_, California.

\_\_\_\_\_,  
A state or federally chartered bank

By: \_\_\_\_\_  
Escrow Agent

Name of Bank: \_\_\_\_\_

Address of Bank: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**FO-XII  
EXHIBIT B**

Escrow No. \_\_\_\_\_

To: Escrow Agent

RE: AUTHORIZATION TO RELEASE SECURITIES DEPOSITED BY CONTRACTOR

You, as Escrow Agent, in that certain Escrow Agreement for Deposit of Securities in Lieu of Cash Retention on Public works project, between the Rancho Murieta Community Services District, (referred to as Owner), \_\_\_\_\_, (referred to as contractor), and \_\_\_\_\_, a state or federally chartered bank (referred to as Escrow Agent), dated \_\_\_\_\_, are hereby authorized to release to the aforesaid Contractor all securities deposited with you with respect to the aforesaid escrow agreement, except that you shall be required to retain as security and pursuant to the terms of the said escrow agreement, securities having a value of not less than \$\_\_\_\_\_, until such time as you may be further notified by the Owner's Engineer as to further release or as to sale.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Rancho Murieta Community Services District

By: \_\_\_\_\_  
Engineer

**FO-XIII  
EXHIBIT C**

Escrow No. \_\_\_\_\_

**NOTIFICATION OF FAILURE OF PERFORMANCE  
DEMAND FOR SALE OF SECURITIES AND  
DEMAND FOR PAYMENT**

You, as Escrow Agent in that certain Escrow Agreement for Deposit of Securities in Lieu of Cash Retention on Public Works Project between the Rancho Murieta Community Services District, (referred to as owner), \_\_\_\_\_, (referred to as Contractor) and \_\_\_\_\_, a state or federally chartered bank (referred to as Escrow Agent), dated \_\_\_\_\_, are hereby notified that the said Contractor has failed to perform all or part of that certain construction contract described in the said escrow agreement after having been given written notice of lack of performance. You are hereby directed to cause to be sold securities deposited by the said Contractor with you and in accordance with the Escrow Agreement, said securities having a minimum value of \$\_\_\_\_\_, and to deliver forthwith to the Owner's Engineer the sum of \$\_\_\_\_\_. Any remaining securities deposited pursuant to the terms of the said escrow agreement shall be retained by your pursuant to further written notice by the Owner's Engineer.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Rancho Murieta Community Services District

By: \_\_\_\_\_  
Engineer

**FO-XIV  
GUARANTEE**

CONTRACT NO./PROJECT TITLE \_\_\_\_\_

We hereby guarantee that the \_\_\_\_\_ has been constructed/installed in accordance with the drawings and specifications and that the \_\_\_\_\_ will fulfill the requirements of the guarantee included in the specifications. We agree or replace any or all of our work, together with any other adjacent work which may be displaced in so doing, that may prove to be defective in its workmanship or materials within a period of \_\_\_\_\_, from the date of acceptance of \_\_\_\_\_ by \_\_\_\_\_ without any expense whatsoever to said Owner, ordinary wear or tear or unusual above or neglect excepted. The contractor agrees to use and abide by the conditions of the guarantee, and this guarantee will be signed and delivered to the Owner before the final payment is made.

In the event of our failure to comply with the above mentioned conditions, within ten (100 days after being notified in writing by the Owner, we do hereby authorize said Owner to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand.

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_



**FO-XV  
PROPRIETARY INFORMATION AGREEMENT  
BETWEEN  
RANCHO MURIETA COMMUNITY SERVICES DISTRICT  
AND**

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The Rancho Murieta Community Services District (hereinafter referred to as District) wishes to receive from \_\_\_\_\_ (hereinafter referred to as Contractor) certain technical information claimed by the Contractor to be proprietary and hereinafter referred to as "proprietary Data". Submittal of Proprietary Data by Contractor to District is required by the Construction Contract for testing, operating and maintain equipment, equipment assemblies and system constructed under the contract. Contractor and District agree for a period of \_\_\_\_\_ year as follows:

1. The proprietary data is submitted to the District based on the understanding that the district would not disclose the same to others outside the District, nor reproduce the contents of said proprietary data or provide copies hereof to others outside the District without authorization from the Contractor. Contractor claims proprietary rights in the contents of the proprietary data as a basis for preventing disclosure of the contents thereof to others. Contractor understands that the District has reservations as to the propriety of excluding the proprietary data from disclosure under the California Public Records Act (Government Code, Section 6150, et seq.)
2. The District may make such disclosure or reproduction of the proprietary data as is reasonably necessary or convenient to operate and maintain the subject equipment and to otherwise fully enjoy the use and benefit of the subject equipment.
3. Except as provided in paragraph 2, above, if any person makes a proper request to review or be provided with copies of the proprietary data or any part thereof, immediately upon notification thereof, Contractor agrees to defend the District and its officers, agents and employees against any action resulting from denial of such request. If Contractor fails to promptly provide such defense, the District, its officers, agents, and employees shall be free to grant such requests.
4. Contractor shall indemnify and hold harmless the District, its officers, agents and employees from any and all claims, costs, liabilities or damages, including attorney's fees and court costs resulting from the performance of this agreement.

EXECUTED on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_