



Monterey One Water

**MONTEREY ONE WATER
MONTEREY COUNTY, CALIFORNIA**

**BID INVITATION
For
Reclamation Pump Station VFD Wire Pull**

**14811 Del Monte Blvd.
Marina, CA 93933
831-883-6182**

September 18, 2017

**SECTION 00100
NOTICE INVITING BIDS**

Monterey One Water ("M1W" or "Owner"), will receive bids **by electronic submission only** for the Reclamation Pump Station VFD Wire Pull (the "Project"), no later than 3:00 PM on Tuesday, October 3, 2017 at which time or thereafter bids will be opened and read aloud. The electronic bid management system will not accept late bids. Bids shall remain valid for 60 Days after the bid opening date.

Bids must be submitted on Monterey One Water's Bid Forms.

The Contract Documents will only be available electronically, at no cost, through Procore at www.procore.com. To access and download the Contract Documents, Bidders must send an email to Yohana@my1water.org to receive a direct link to the Contract Documents. To the extent required by Section 20103.7 of the Public Contract Code, upon request from a contractor plan room service, Monterey One Water shall provide an electronic copy of the Contract Documents at no charge to the contractor plan room.

It is the responsibility of each prospective bidder to download and print all Contract Documents for review and to verify the completeness of the Contract Documents before submitting a bid. Any Addenda will be posted on Procore. It is the responsibility of each prospective bidder to check Procore through the close of bids for any applicable addenda or updates. M1W does not assume any liability or responsibility based on any defective or incomplete copying, excerpting, scanning, faxing, downloading or printing of the Bid Documents.

Prospective bidders must schedule and attend a pre-bid site inspection anytime up to 4:00 pm on Tuesday, September 26, 2017 by contacting Chris Foley at (831) 883-6118.

Bids must be accompanied by cash, a certified or cashier's check, or a Bid Bond in favor of M1W in an amount not less than ten percent (10%) of the submitted Total Bid Price.

The successful bidder will be required to furnish M1W with a Performance Bond equal to 100% of the successful bid, and a Payment Bond equal to 100% of the successful bid, prior to execution of the Contract. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California.

Pursuant to Public Contract Code section 22300, the successful bidder may substitute certain securities for funds withheld by M1W to ensure his performance under the Contract.

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful bidder, copies of which are on file and will be made available to any interested party upon request at M1W Main Office, 5 Harris Court, Bldg D, Monterey, CA 93940 or online at <http://www.dir.ca.gov/dlsr>. A copy of these rates shall be posted by the successful bidder at the job site. The successful bidder and all its subcontractor(s) shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its bid.

Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license(s) throughout the duration of the Contract: State of California C-10 Electrical Contractor Contractor's License.

M1W shall award the Contract for the Project to the lowest responsible bidder as determined from the base bid alone. M1W reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

For further information, contact Yohana Vargas at (831)883-6182

END OF NOTICE INVITING BIDS

SECTION 00200
INSTRUCTIONS TO BIDDERS

1. PREPARATION AND SUBMISSION OF BIDS

Bids shall be submitted electronically through the Procore website. Unless otherwise specified herein, the Bid Forms shall be uploaded (.pdf file) and submitted through Procore. No other method of submitting bids will be accepted. Bidders may not submit bids by fax, email, telephone, mail, or other means; any bids received through any means other than Procore will be returned unopened.

Bids shall be submitted on the Bid Forms provided with the Contract Documents. Bids shall be properly executed, all blank spaces shall be filled in, and any interlineations or alterations shall be formally explained and initialed by the Bidder. Failure to comply with this requirement may be cause for rejection of Bid.

Partial or incomplete Bids will not be considered. Bids shall be in strict conformity with the Contract Documents and any addenda thereto.

It is the responsibility solely of Bidder to see that its Bid is properly submitted in proper form and prior to the stated closing time. THE ELECTRONIC BID MANAGEMENT SYSTEM WILL NOT ACCEPT LATE BIDS. M1W will only consider bids that have transmitted successfully and have been issued a confirmation number with a time stamp from Procore indicating that the Bid was submitted successfully. Bidders shall be solely responsible for informing themselves with respect to the proper utilization of the online bid management system, for ensuring the capability of their computer system to upload the required documents, and for the stability of their internet service. Failure of the Bidder to successfully submit an electronic Bid shall be at the Bidder's sole risk, and no relief will be given for late and/or improperly submitted Bids.

Bidders experiencing any technical difficulties with the bid submission process may contact Procore Support at <https://support.procore.com>. Neither M1W nor Procore make any guarantee as to the timely availability of assistance or assurance that any given problem will be resolved by the bid submission date and/or time.

Bids shall indicate the full legal name and business address and California license number of Bidder, including its street address if different from its mailing address, shall be signed with the usual signature of the person or persons authorized to bind Bidder, and shall be dated. A Bid by a partnership or joint venture shall list the full names and addresses of all partners or joint venturers. The State of Incorporation shall be stated and the corporate seal shall be affixed to any Bid to which a corporation is a party as a Bidder. The name of each signatory shall be typed or otherwise clearly imprinted below each signature. When requested by M1W, satisfactory evidence of the authority of any signatory on behalf of Bidder shall be furnished.

The preparation of a Bid shall be by and at the expense of Bidder.

2. EXAMINATION OF CONTRACT DOCUMENTS

M1W has made copies of the Contract Documents available, as indicated above. Bidders shall be solely responsible for examining the Project Site and the Contract Documents, including any Addenda issued during the bidding period, and for informing itself with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit

requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting the standards referenced in the Contract. Failure of Bidder to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

3. INTERPRETATION OF CONTRACT DOCUMENTS

Discrepancies in, and/or omissions from the Bid or Contract Documents or questions as to their meaning shall be immediately brought to the attention of M1W by submission of a written request for an interpretation or clarification to M1W. Such submission, if any, must be sent to the Contracts Administrator at the address for M1W provided in the Notice Inviting Bids or at Yohana@M1W.com.

Any interpretation of the Contract Documents will be made only by written addenda duly issued by M1W and posted to the electronic bid management system. M1W will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any bidder, and no bidder should rely on any such oral interpretation.

Bids shall include complete compensation for all work to be performed under the Contract Documents.

4. INSPECTION OF SITE; PRE-BID CONFERENCE AND SITE WALK

Each prospective bidder is responsible for fully acquainting itself with the conditions of the Site (which may include more than one location) and those relating to the construction and labor of the Project, understanding the facilities, difficulties and restrictions which may impact the cost or effort required to complete the Project. To this end, a Pre-Bid Conference and Site Walk will be held on the date(s) and time(s) indicated in the Notice Inviting Bids.

5. ADDENDA

M1W reserves the right to revise the Bid and Contract Documents prior to the bid opening date. Revisions, if any, shall be made by written addenda. All addenda issued by M1W shall be included in the bid and made part of the Contract Documents.

Please Note: Bidders are responsible for ensuring that they have received any and all addenda.

6. ALTERNATE BIDS

If alternate bid items are called for in the Contract Documents, the lowest bid will be determined on the basis of the base bid only unless otherwise specified in the Notice Inviting Bids. The time required for completion of the alternate bid items has been factored into the Contract Time and no additional time will be allowed for performing any of the alternate bid items. Regardless of whether the alternate bid items will be considered in determining the low bid, M1W may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project scope of work, accordingly each Bidder must ensure that each bid item contains a proportionate share of profit, overhead and other costs or expenses which will be incurred by the Bidder.

7. MODIFICATIONS OF BIDS

Bidder may, without prejudice to itself, modify or withdraw its Bid prior to the stated bid closing time. Following withdrawal of its Bid, Bidder may submit a new Bid, provided that such new Bid is received prior to the stated closing time.

Any request to withdraw a bid after bid opening must be made in accordance with Public Contract Code section 5100 et seq. and must be submitted in writing within five (5) working days, excluding Saturdays, Sundays and State holidays, specifying in detail how the mistake was made.

8. LICENSING REQUIREMENTS

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all bidders must possess licenses issued by the State of California Contractors License Board for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. M1W has determined that bidders must have the class of license(s) designated in the Notice Inviting Bids to be eligible for award of this Contract. Pursuant to Section 7028.5 of the Business and Professions Code, any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents shall be non-responsive, and M1W shall reject the Bid. M1W shall have the right to request, and Bidders shall provide within five (5) calendar days, evidence satisfactory to M1W of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract.

9. BASIS OF AWARD; BALANCED BIDS

M1W shall award the Contract to the lowest responsive, responsible Bidder submitting a responsive Bid. M1W may reject any Bid which, in its opinion when compared to other bids received or to M1W's internal estimates, does not accurately reflect the cost to perform the Work. M1W may reject as non-responsive any bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

10. DISQUALIFICATION OF BIDDERS; INTEREST IN MORE THAN ONE BID

No bidder shall be allowed to make, submit or be interested in more than one bid. However, a person, firm, corporation or other entity that has submitted a proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders submitting a bid to M1W. No person, firm, corporation, or other entity may submit a proposal to a bidder, or quote prices of materials to a bidder, when also submitting a prime bid on the same Project.

11. BID SECURITY

No Bid will be considered unless it is accompanied by a Bid Security of not less than ten percent (10%) of the Total Bid Price. The Bid Security shall be in the form of (a) cash, (b) a cashier's check made payable to M1W, (c) a certified check made payable to M1W, or (d) a Bid Bond, in the form set forth herein, executed by an admitted surety insurer, as defined in Code of Civil Procedure section 995.120, in favor of M1W.

The Bid Security must be submitted directly to M1W as follows:

By Courier or walk in:
Monterey One Water
Attn: Yohana Vargas
14811 Del Monte Blvd.
Marina, CA 93933

The Bid Security must be received prior to the specified date and time for bid opening.

12. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the Bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form.

13. SAFETY PROGRAM WORKSHEET & CERTIFICATION

All Bidders must meet the requirements of M1W's safety program, which sets forth specific criteria relating to a contractor's Experience Modification Rate (EMR), Recordable Incident Rate, and Lost Time Incident Rate. All Bidders must meet the specific criteria to be eligible to be awarded a contract.

For a bidder to be considered responsible, and for the bidder's bid to be considered, the bidder shall meet at least two of the three minimum safety criteria specified in Paragraphs 16A. through 16C. hereinafter. Bidder shall submit the appropriate forms from Section 00455 as part of the Bid to demonstrate the bidder's Safety Qualifications. Bidders will be allowed to exercise the option of meeting only one of the three minimum safety criteria, but in doing so, the Bidder will be required to provide services of a third party State Licensed Safety Engineering consultant specializing in construction safety that is acceptable to the OWNER.

The third party State Licensed Safety Engineering consultant will be used in the capacity of reviewing Contractor's Site Safety and Project Safety Plans; providing quarterly monitoring of site safety; reviewing special safety hazards not addressed in the Contractor's safety plans; and reviewing and evaluating safety incidents that occur during the project.

- A. Experience Modification Rate (EMR) - Experience modification rates are calculated by the insurance industry as a way to determine equitable workers' compensation insurance premiums. It is calculated as a three-year moving average. Due to particular safety hazards inherent in working in a wastewater handling or treatment facility, the OWNER has deemed it necessary that a BIDDER and its First Tier Subcontractors shall have a current three-year average EMR rating equal to or lower than that specified in the EMR Form in Section 00455 to be considered a responsible BIDDER.

- B. Recordable Incident Rate (RIR) - The recordable incidental rate is a measure of all occupational injuries and illnesses that occur within an organization. The RIR is a good measure of the frequency of injuries, and can be verified by the BIDDER's insurance carrier. A BIDDER shall have a current three-year average RIR rating equal to or lower than that specified in the RIR Form in Section 00455 to be considered a responsible BIDDER.
- C. Lost Time Incident Rate (LTIR) - The LTIR is a good indicator of the severity of a company's occupational injuries and can also be verified to the BIDDER's workers' compensation insurance carrier. A BIDDER shall have a current three-year average LTIR rating equal to or lower than that specified in the LTIR Form in Section 00455 to be considered a responsible BIDDER."

All Bidders must complete and sign under penalty of perjury the M1W Safety Program Certification on the form provided, and submit with its Bid. Bidders acknowledge that failure to provide the required information may render its bid non-responsive.

14. LOCAL HIRING REQUIREMENT

All Bidders must comply with M1W Ordinance No. 2004-02, which sets forth the requirements regarding the Local Hiring Requirement for Public Works Projects. A copy of M1W's Local Hiring Requirement Ordinance is available upon request. Bidders are responsible for familiarizing themselves with the contents thereof before submitting a bid.

Bidders shall make a good-faith effort to hire qualified individuals who are residents of the Monterey Bay Area (Monterey, Santa Cruz and San Benito Counties), in sufficient numbers so that no less than fifty percent (50%) of the Bidder's total construction work force for the Project, including subcontractor work force, measured in labor work hours, is comprised of Monterey Bay area residents. This same requirement applies to all subcontractors.

Bidders shall ensure that any and all listed subcontractors are not disqualified pursuant to Section 8 of M1W Ordinance No. 2004-02. Prospective contractors may consult the list, available from the contact person indicated in the Bid Documents, of contractors and subcontractors, if any, who are currently disqualified.

Bidders shall also include the local hiring requirement in each and every subcontract relating to the Project. Every subcontractor must complete and sign under penalty of perjury a Certification of Good-Faith Effort to Hire Monterey Bay Area Residents, on the form provided. Bidders are responsible for subcontractor compliance.

Every Bidder must complete and sign under penalty of perjury a Certification of Good-Faith Effort to Hire Monterey Bay Area Residents, on the form provided, and submit said Certification with its Bid.

15. INSURANCE REQUIREMENTS

The successful Bidder shall procure and maintain the insurance in the form and in the amount specified in the Contract Documents.

16. PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS

The successful Bidder shall deliver to M1W four fully executed, identical counterparts of the Performance Bond and Payment Bond in the form supplied by M1W and included in the Contract Documents. Each bond shall be for one hundred percent (100%) of the Contract Price. The surety insurer shall be admitted to transact surety business in the State of California, in accordance with Code of Civil Procedure section 995.120. Personal sureties and unregistered surety companies are unacceptable. Failure to furnish a bond within the time prescribed may, in the sole discretion of M1W, result in the forfeiture of the Bid Security.

17. RETENTION AND SUBSTITUTION OF SECURITY

M1W will make monthly progress payments based upon the percentage of the work completed. Unless otherwise specified in the Notice Inviting Bids, M1W will retain five percent (5%) of each progress payment as provided by the Contract Documents. At the request and expense of the successful Bidder, the Contractor may substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

18. PREVAILING WAGES

M1W has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates are on file and available at M1W Main Office, 5 Harris Court, Bldg D, Monterey, CA 93940 or may be obtained online at <http://www.dir.ca.gov/dlsr>. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

19. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to M1W. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

20. REQUEST FOR SUBSTITUTIONS

The successful bidder shall comply with the substitution request procedures set forth in the Bid and Contract Documents. Any deadlines for substitution requests that occur prior to the bid opening date are set forth in the Special Conditions.

21. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents. Bidders shall include all

applicable taxes and fees that are in effect or reasonably anticipated on the bid date in their bid price.

The Reclamation Pump Station is a Permit Required Confined Space. Contractor shall follow the procedures and requirements set forth California Code of Regulations (CCR) Title 8, Subchapter 7, Group 16, Article 108, Section 5157 (Permit Required Confined Space) when working in or otherwise entering the Reclamation Pump Station.

22. BID OPENING

M1W shall, at the time stated in the Notice Inviting Bids or as soon thereafter as practicable, publically open bids via the electronic bid management system. Bidders may attend the opening at M1W Regional Treatment Plant 14811 Del Monte Blvd, Marina, CA 93933. M1W will also post the initial bid results within 24hrs of the bid opening.

23. AWARD PROCESS

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the M1W Board of Directors may award the contract. Once M1W notifies the Bidder of the award, the Bidder will have ten (10) consecutive calendar days from the date of this notification to deliver to M1W the Contract and all of the required documents and certifications. Once M1W receives all of the properly executed documents and certifications from the Bidder, M1W shall issue a Notice to Proceed to that Bidder. The apparent low bidder's failure to submit the required documents and certifications within the stated time may result in loss of the Contract and forfeiture of its bid security. If M1W elects to accept late submittals, the Contract Time will begin to run ten (10) calendar days from the date of the notification of award, even if M1W has not issued a Notice to Proceed.

24. EXECUTION OF CONTRACT

As required herein the Bidder to whom an award is made shall execute the Contract included in the bid documents in the amount determined by the Contract Documents. M1W may require appropriate evidence that the persons executing the Contract are duly authorized to do so.

25. FILING OF BID PROTESTS

Any bid protest relating to the form or content of the Bid or Contract Documents must be submitted in writing to M1W's Contracts Administrator at least ten (10) business days before the original date set for the bid opening. Any bidder who submits a bid without making a protest shall be deemed to have waived any objection to the form or content of the Bid or Contract Documents not previously stated in writing.

Submitted bids will be timely made available for review upon written request of any bidder. Bidders may submit a request for copies of submitted bids to Yohana Vargas, Contracts Administrator, at Yohana@M1W.com. Such request must be received no later than 24 hours after the bid opening.

Bidders may file a "protest" of a Bid with M1W's Contracts Administrator. In order for a Bidder's protest to be considered valid, the protest must:

- A. Be filed in writing not later than 5:00 pm on the fifth business day after the bid opening date;
- B. Clearly identify the specific alleged irregularity or other basis for protest;
- C. Specify, in detail, the factual and legal grounds for the protest ; and
- D. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it may be rejected without further review.

If the protest is timely and complies with all of the above requirements, M1W's Contracts Administrator, or other designated M1W staff member, shall review the basis of the protest and all relevant information. M1W will provide a written response to the protestor.

The procedure and time limits set forth in this section are mandatory and are the sole and exclusive remedy in the event of a bid protest. Failure to comply with these procedures shall constitute a failure to exhaust administrative remedies and a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.,

END OF INSTRUCTIONS TO BIDDERS

**SECTION 00400
BID FORM**

FOR: Reclamation Pump Station VFD #2 Wire Pull
BIDDER: _____

Attn: Chris Foley
Monterey Regional Water Pollution Control Agency
Regional Treatment Facility
14811 Del Monte Boulevard
Marina, California 93933

Bidders:

The undersigned Bidder agrees to perform all work for which a contract may be awarded to him/her to furnish any and all plant, labor, services, material, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary and to do everything required in the **Reclamation Pump Station VFD #2 Wire Pull** Scope of Work and Requirements & General Conditions.

GENERAL WORK PLAN: The Contractor is required to submit a General Work Plan as part of his/her bid. It shall provide a brief description of his/her methodology, the size of contractor workforce, major equipment list, the schedule and estimated time required to perform this work. If a General Work Plan is not submitted, or if it is deemed that the Contractor cannot accomplish this work within the Contract Time, the Owner can use this as a basis to disqualify the bid.

BASE BID

Perform Reclamation Pump Station VFD #2 Wire Pull for VFD Cable and Low Voltage Wire as identified in the Scope of Work :

Base Bid (Price In Words): _____
_____ Dollars

Bid Submitted on: _____

Name: _____

Company: _____

Title: _____

BID FORM, Page 1 of 2
October 3, 2017

- A. The determination of the lowest bid shall be based on the lowest Base Bid.
- B. The Bidder declares that the costs for labor, materials (for any Materials not provided by Owner), equipment, and incidentals necessary for the Work are included in the Base Bid.

In submitting this Bid, Bidder represents that he has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

ADDENDA

No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____

- 1.1 The undersigned Bidder further proposes and agrees that, if this Bid is accepted, he/she will contract in the form and manner stipulated to perform all the work as required by the Owner, and complete all such work in strict conformity therewith within the time limit stated, and that he/she will accept as full payment therefore the prices set forth in the following bid schedule.
- 1.2 Incorporated herein by this reference and made a part of this Bid are the following forms which have been completed and submitted by undersigned Bidder:

- 00400 Bid Form
- 00440 Noncollusion Declaration
- 00450 Public Works Contractor Registration Certification
- 00455 M1W Safety Program Worksheet and Certification
- 00460 Certification of Good-Faith Effort To Hire Monterey Bay Area Residents
- 00461 Local Hiring for Public Works
- 00465 Certification of Drug-Free Workplace Requirements
- 00470 Bid Bond (or alternate Bid Security)

1.3 Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors, License No. _____, Expiration Date _____, class of license _____. If the bidder is a joint venture, each member of the joint venture must include the above information.

1.4 The undersigned acknowledges that the representations made herein are made under penalty of perjury under the laws of the State of California.

Name of Bidder_____

Signature_____

Name_____

Title_____

Dated_____

END OF BID ACKNOWLEDGEMENT

**SECTION 00440
NONCOLLUSION DECLARATION**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

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

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

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

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

END OF NONCOLLUSION DECLARATION

**SECTION 00450
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**

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

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

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

Name of Bidder: _____

DIR Registration Number: _____

Bidder further acknowledges:

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

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

END OF PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

SECTION 00455
M1W SAFETY PROGRAM WORKSHEET AND CERTIFICATION

A. EXPERIENCE MODIFICATION RATE

M1W's Safety Program requires that all contractors awarded a contract have a three-year average Workers' Compensation Experience Modification Rate less than or equal to 1.2 (120%).

Year	EMR
20__	_____
20__	_____
20__	_____
Three year Average: _____	

B. RECORDABLE INCIDENT RATE

M1W's Safety Program requires that all contractors awarded a contract have a three-year average Recordable Incident Rate less than or equal to 4.8. The Recordable Incident Rate (or RIR) is calculated by multiplying the number of recordable cases by 200,000, and then dividing that number by the number of labor hours at the company.

Please calculate the RIR for the last three complete years as follows. Incident rate information should be available on your OSHA Log 300 and available from your insurance carrier.

1.0 Recordable Incidents:

Year	(a) Number of Recordable Cases	(b) Multiplier	(c) Annual rate = (a)x(b)
20__	_____	200,000	_____
20__	_____	200,000	_____
20__	_____	200,000	_____

2.0 Total Employee Hours Worked:

Year	(d) Number of Employee labor hours worked
20__	_____
20__	_____
20__	_____

3.0 Recordable Incident Rate:

Year	Recordable Incident Rate= (c)/(d)
20__	_____
20__	_____
20__	_____
Three year Average:	_____

C. LOST TIME INCIDENT RATE

M1W's Safety Program requires that all contractors awarded a contract have a three-year average Lost Time Incident Rate less than or equal to 2.1. The Lost Time Incident Rate (or LTIR) is calculated by multiplying the number of incidents that were lost time cases by 200,000 and then dividing that by the employee labor hours at the company.

Please calculate the LTIR for the last three complete years as follows. Incident rate information should be available on your OSHA Log 300 and available from your insurance carrier.

1.0 Lost Time Incidents:

Year	(e) Number of Lost Time Cases	(f) Multiplier	(g) Annual rate = (e)x(f)
20__	_____	200,000	_____
20__	_____	200,000	_____
20__	_____	200,000	_____

2.0 Total Employee Hours Worked:

Year	(h) Number of Employee labor hours worked
20__	_____
20__	_____
20__	_____

3.0 Recordable Incident Rate:

Year	Lost Time Incident Rate= (g)/(h)
20__	_____
20__	_____
20__	_____
Three year Average:	_____

D. BIDDER DECLARATION

I declare under penalty of perjury under the laws of the State of California that the information provided in this M1W Safety Program Worksheet and Certification is true and correct. I understand and agree that the above information is subject to verification by my insurance carrier and/or agent and I will make all such information available upon request. I further understand and agree that failure to provide accurate information and meet M1W's Safety Program requirements is an express condition of award of contract. I waive any right to contest the rejection of my bid as nonresponsive for failure to meet M1W's Safety Program requirements set forth above.

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

END OF M1W SAFETY PROGRAM WORKSHEET AND CERTIFICATION

SECTION 00460
CERTIFICATION OF GOOD-FAITH EFFORT TO HIRE MONTEREY BAY AREA RESIDENTS

I, _____, a licensed contractor, or responsible managing officer, of the company known as _____, do hereby certify, under penalty of perjury, that I have met, or made a good-faith effort to meet, the requirements set forth in Monterey Regional Water Pollution Control Agency's (M1W) Ordinance No. 2004-02. Further, I certify that during the performance of the contract, I shall keep an accurate record on a standardized form showing the name, place or residence, trade classification, hours employed, proof of qualified individual status, per diem wages and benefits of each person employed by the contractor on the specific public works project, including full-time, part-time, permanent, and temporary employees, and provide such records to M1W upon request, within five working days. I understand that I am responsible for ensuring that any subcontractor working under my direction, complies with this ordinance, including submitting a Certification of Good Faith Effort to Hire Monterey Bay Residents, and to keeping accurate records as described above.

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

SECTION 00461
GOOD FAITH EFFORTS VERIFICATION/ CERTIFICATION OF LOCAL WORK FORCE

Project: _____

Bidder Name: _____

M1W, in accordance with M1W Ordinance No. 2004-02 (“Ordinance”), requires that bidders make a good faith effort to hire residents of Monterey Bay area. The goal of the Ordinance is that 50% of the total construction work force, measured in labor work hours, will be composed of Monterey Bay Area residents (“Local Hiring Goal”). Bidders that can meet the Local Hiring Goal without making the efforts identified herein may select Option 2 in this form, and sign the certification below.

Good faith efforts to meet the Local Hiring Goal include, but are not limited to, requesting the assistance of local labor union hiring halls and/or other community resources designated by M1W. A list of local labor union and other community resources contacts is attached hereto as Exhibit A. The list is not intended to be exhaustive, and bidders may contact additional sources not included in Exhibit A in an effort to hire Monterey Area residents.

Please either (i) provide the information contained under Option 1, using additional sheets of paper if necessary, or (ii) sign the certification under Option 2 below. **This form must be submitted with your bid.** Bidders selecting Option 1 should also submit mail logs, phone logs, electronic searches and communication, newspaper clippings or similar records documenting efforts to meet the good faith effort requirements to meet the Local Hiring Goal.

A bidder that already has a local workforce composed of Monterey Bay Area residents, and that can meet the Local Hiring Goal without making the efforts identified herein, is not required to make the good faith efforts identified in this verification form, but must sign the certification under Option 2 below.

Option 1- Local Hiring Goal - Good Faith Efforts Verification:

1. Solicitation Lists/Publications. The names and dates of each publication (please attach copies of advertisements or proofs of publication, and use additional sheets if necessary), or information related to solicitation lists for soliciting local work force participation:

Publications/Solicitation Lists	Dates of Advertisement/solicitation

2. The names and dates of contacts made with or written notices sent to local labor union hiring halls or other community resources soliciting local work force participation for this project. Include the dates, names of contacts made, and methods used for following up initial solicitations (please attach copies of solicitations, telephone records, fax confirmations, etc., use additional sheets if necessary):

Name of Entity Contacted and Contact Person	Date of Initial Solicitation	Follow Up Methods and Dates

3. Provide any additional data to support a demonstration of good faith efforts to meet the Local Hiring Goal (use additional sheets if necessary):

Option 2- Certification of Existing Local Work Force (sign only if applicable):

Bidder has not made the good faith efforts identified above because bidder is able to meet the Local Hiring Goal (as defined above) with its existing work force, to be employed on this Project, which is made up of a sufficient number of Monterey Bay Area residents to meet the Local Hiring Goal. By signing below bidder certifies that it will meet the Local Hiring Goal, and commits to doing so as a contractual requirement if bidder is awarded the contract for the project identified above.

Name of Bidder: _____ Date: _____

Signature: _____

Exhibit A to Local Hiring Good Faith Efforts Verification

Local Union

Building Trades Council, Local
10300 Merritt Street
Castroville, CA 95012
Office: (831) 869-3073
<http://www.mscbctc.com/>

Carpenters, Local 505
225 Searidge Road
Aptos, CA 95003
Office: (831) 688-5025
Fax: (831) 688-5027
<http://www.nccrc.org/>

Carpenters, Local 605
910 2nd Ave
Marina, CA 93933
Office: (831) 883-1931
Fax: (831) 883-1902
<http://www.nccrc.org/>

IBEW, Local 234
10300 Merritt Street
Castroville, CA 95012
Office: (831) 633-2311
Fax: (831) 633-0570
<http://www.ibew234.org>

Operating Engineers, Local 3
325 Digital Drive
Morgan Hill, CA 95037
Office: (408) 465-8260
Fax: (408) 778-1135
<http://www.oe.org>

Painters and Drywall Finishers, Local 272
406 Main St. #420
Watsonville, CA 95076
Office: (831) 768-6915
Fax: (831) 768-6917
<http://www.dc16iupat.org>

Plumbers & Steamfitters, Local 62
11445 Commercial Pkwy.
Castroville, CA 95012
Office: (831) 633-6091
Fax: (831) 633-1613
<http://www.pipetrades62.com/>

Sheet Metal Workers, Local 104
11060 Commercial Parkway
Castroville, CA 95012
Office: (831) 633-3585
Fax: (831) 633-2947
<http://smw104.org>

Teamsters, Local 890
207 N. Sanborn Road
Salinas, CA 93905
Office: (831) 424-5743
Fax: (831) 424-2091
<http://www.teamsterslocal890.org/>

Local Newspapers

Monterey Herald
The Californian Register
Pajaronian
Monterey County Weekly
Santa Cruz Sentinel

Web Portals

<https://monterey.craigslist.org/>
<https://sfbay.craigslist.org/scz/>
<http://www.peopleready.com/>

Other

Labor Ready
1103 N Main St
Salinas, CA 93906
(831) 755-1555
Labor Ready
5157 Soquel Dr
Soquel, CA 95073
(831) 475-9292

SECTION 00465
CERTIFICATION OF DRUG-FREE WORKPLACE REQUIREMENTS

- I. The undersigned Bidder certifies that it will or will continue to provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Bidder's work place and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing an ongoing drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the work place;
 - 2. The Bidder's policy of maintaining a drug-free work place;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the work place;
 - C. Making it a requirement that each employee be engaged in the performance of the contract be given a copy of the statement required by Paragraph A;
 - D. Notifying the employee in the statement required by Paragraph A that, as a condition of employment under the Contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the work place no later than five calendar days after such conviction;
 - 3. Notify the employee that in the event of a major accident/incident resulting in loss of life, injury or damage to the facility, or equipment, all personnel involved shall be required to submit to substance testing as soon as possible after the incident, but not more than 4 hours after the incident.
 - E. Notifying the OWNER in writing within 10 calendar days after receiving notice under subparagraph D.2. from an employee or otherwise receiving actual notice of such conviction.
 - F. Taking on of the following actions, within 30 calendar days of receiving notice under subparagraph D.2., with respect to any employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of Federal and State law; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State or local health, law enforcement, or other appropriate agency;
 - G. Making a good faith effort to continue to maintain a drug-free work place through implementation of Paragraphs A, B, C, D, E, and F.
- II. The Bidder may insert in the space provided below, the site(s) for the performance of work done in connection with this Contract:
Place(s) of Performance: (Street address, city, county, state, zip code)

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

**SECTION 00470
BID BOND**

The makers of this bond are _____, as Principal, and _____, as Surety and are held and firmly bound unto the Monterey Regional Water Pollution Control Agency (hereinafter called MRWPCA), in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to MRWPCA for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated _____, 20__ for the Reclamation Pump Station VFD #2 Wire Pull.

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to MRWPCA as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by MRWPCA and judgment is recovered, the Surety shall pay all litigation expenses incurred by MRWPCA in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 20__, the name and corporate seal of each corporation.

(Corporate Seal)

Contractor/Principal

By: _____

Title: _____

(Corporate Seal)

Surety

By: _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title: _____

Notary Acknowledgment

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

STATE OF CALIFORNIA
 COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

 Title(s)

- Partner(s)
 - Limited
 - General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:
 Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

 Title or Type of Document

 Number of Pages

 Date of Document

 Signer(s) Other Than Named Above

SECTION 00500
CONTRACT

THIS CONTRACT is made this _____ day of _____, 20____, by and between the Monterey Regional Water Pollution Control Agency (hereinafter called "MRWPCA"), and _____ (hereinafter called "Contractor"). MRWPCA and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1. SCOPE OF WORK. The Contractor shall perform all Work within the time stipulated in the contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

Reclamation Pump Station VFD #2 Wire Pull

The Contractor and its surety shall be liable to MRWPCA for any damages arising as a results of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION. Time is of the essence in the performance of the Work. The Contract Time is hereby established as twenty-one (21) calendar days starting from the date the Notice to Proceed (NTP) is issued. NTP will be issued no later than November 1, 2017. Certificates of Insurance, Safety Qualification Forms (Section 430), and Specific Site Safety Plan (including Safety Certification) must be submitted before NTP is issued.

ARTICLE 3. CONTRACT PRICE. MRWPCA shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of _____ Dollars (\$_____), hereinafter the Contract Price. Payment shall be made as set forth in the General Conditions.

At any time during the term of the Contract, MRWPCA may, pursuant to the terms and provisions of the Contract Documents, request that the Contractor perform additional work. Contractor shall not perform, nor be compensated for, additional work without written authorization from M1W pursuant to the terms and provisions of the Contract Documents.

ARTICLE 4. FIXED LIQUIDATED DAMAGES. The fixed liquidated damage for the delay in the completion of this work is \$500 for each calendar day of unauthorized delay beyond the Contract Time stated.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT. The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Contractor's Bid Forms
- Contractor's Certificate Regarding Workers' Compensation
- Bid Bond

Information Required of Bidders
Noncollusion Declaration form
Public Works Contractor Registration Certification
Contract
Performance Bond
Payment Bond
General Conditions
Special Conditions
Addenda
Approved and fully executed change orders
Any other documents contained in or incorporated into the Contract

The Contactor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of a conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW. Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Project.

ARTICLE 7. INDEMNIFICATION. Contractor shall provide indemnification as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES. Contractor shall pay not less than the prevailing rate of wages in accordance with the Labor Code, which rates have been determined by the Director of the California Department of Industrial Relations and shall be made available at M1W Main Office, 5 Harris Court, Bldg D, Monterey, CA 93940 or may be obtained online at <http://www.dir.ca.gov/dlsr>, and which must be posted at the job site.

ARTICLE 9. WORKERS' COMPENSATION. By my signature hereunder, as Contractor, I certify that 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.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

[NAME OF CONTRACTOR]

**MONTEREY REGIONAL WATER
POLLUTION CONTROL AGENCY**

By: _____

By: _____

Name and Title: _____

License No. _____

END OF CONTRACT

**SECTION 00610
PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Monterey Regional Water Pollution Control Agency (hereinafter referred to as "MRWPCA") has awarded to _____, (hereinafter referred to as the "Contractor") an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto MRWPCA in the sum of _____ DOLLARS and _____ CENTS (\$ _____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including, if provided as part of the Contract Documents, the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless MRWPCA, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the guarantee obligation shall hold good for a period of one (1) year after the acceptance of the work by MRWPCA, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect MRWPCA from loss or damage resulting from or caused by defective materials or faulty workmanship the above obligation in penal sum thereof shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit MRWPCA's rights or the Contractor or Surety's obligations under the Contract Documents, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by MRWPCA to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at MRWPCA's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder, the Surety and MRWPCA and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by MRWPCA under the Contract Documents and any modification thereto, less any amount previously paid by MRWPCA to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit MRWPCA to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by MRWPCA under the Contract Documents and any modification thereto, less any amount previously paid by MRWPCA to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that MRWPCA may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if MRWPCA, when declaring the Contractor in default, notifies Surety of MRWPCA 's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder 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 Documents or to the Project and the provisions of Section 2819 and 2845 of the California Civil Code. Without limiting the foregoing, such changes, extensions of time and alterations or additions shall include, but are not limited to, changes or alterations to the Contract Documents (including, without limitation, an increase in the total dollar amount of the Contract Documents), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Contractor/Principal

By: _____

Title: _____

(Corporate Seal)

Surety

By: _____

Attorney-in-Fact

Title: _____

Signatures of those signing for the Contractor and Surety must be notarized and a copy of the Power-of-Attorney to local representatives of the bonding company must be attached.

The rate of premium on this bond is _____ per thousand.
The total amount of premium charges, \$_____.
(The above must be filled in by corporate attorney)

THIS INFORMATION IS REQUIRED

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

Notary Acknowledgment

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

STATE OF CALIFORNIA
 COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

 Title(s)

- Partner(s)
 - Limited
 - General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:
 Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

 Title or Type of Document

 Number of Pages

 Date of Document

 Signer(s) Other Than Named Above

END OF PERFORMANCE BOND FORM

**SECTION 00620
PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS That

WHEREAS, the Monterey Regional Water Pollution Control Agency (hereinafter designated as "MRWPCA"), has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows: _____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said Contract Documents; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, 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, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor, the Surety on this bond will pay for the same to the extent hereinafter set forth.

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

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract Documents, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by MRWPCA in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or

released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract (including the Contract Documents), plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the Contract Documents, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or M1W and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

Notwithstanding any other provision of this bond, it is expressly understood, acknowledged and agreed that it shall provide all of the protections required by California Civil Code Sections 9550 through 9566, including the specific coverage protections required by Section 9554.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ 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.

(Corporate Seal)

Contractor/Principal
By: _____
Title: _____

(Corporate Seal)

Surety
By: _____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

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

STATE OF CALIFORNIA
 COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

 Title(s)

- Partner(s) Limited
- General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:
 Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

 Title or Type of Document

 Number of Pages

 Date of Document

 Signer(s) Other Than Named Above

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

END OF PAYMENT BOND FORM

**SECTION 00700
GENERAL CONDITIONS**

ARTICLE 1. DEFINITIONS

- A. Acceptable, Acceptance or words of similar import shall be understood to be the acceptance of M1W.
- B. Act of God is an earthquake in excess of a magnitude of 3.5 on the Richter scale and tidal waves.
- C. Applicable Laws -- the laws, statutes, ordinances, rules, codes, regulations, permits, and licenses of any kind, issued by local, state or federal governmental authorities or private authorities with jurisdiction (including utilities), to the extent they apply to the Work.
- D. Approval means written authorization by M1W .
- E. Contract Documents includes all documents as stated in the Contract.
- F. Contractor shall mean the entity identified in the Contract with which M1W has contracted for performance of the Work.
- G. Day shall mean calendar day unless otherwise specifically designated.
- H. Indicated, Shown, Detailed, Noted, Scheduled or words of similar meaning shall mean that reference is made to the drawings, unless otherwise noted. It shall be understood that the direction, designation, selection, or similar import of M1W is intended, unless stated otherwise.
- I. Install means the complete installation of any item, equipment or material.
- J. Material shall include machinery, equipment, manufactured articles, or construction such as form work, fasteners, etc., and any other classes of material to be furnished in connection with the Contract. All materials shall be new unless specified otherwise.
- K. M1W shall mean the Monterey One Water, acting through properly authorized agents acting within the scope of the particular duties entrusted to them. Also sometimes referred to as the "M1W's Representative" or "Representative" in the Contract Documents. The terms M1W and Owner may be used interchangeably.
- L. Perform shall mean that the Contractor, at Contractor's expense, shall take all actions necessary to complete the Work, including furnishing of necessary labor, tools, and equipment, and providing and installing Materials that are indicated, specified, or required to complete such performance.
- M. Project means the planning, design, development, financing, construction, and completion of the public work of improvement, which includes, but is not

necessarily limited to, the Work. The Project may include construction that will be performed by others directly or through separate contracts.

- N. Provide shall include provide, complete in place, that is furnish, install, test and make ready for use.
- O. Contract Documents, the Contract Documents shall prevail.
- P. Work means the construction or related work that is to be performed under the Contract, including furnishing all labor, materials, equipment, and services. The Work may be all or a portion of the Project.

ARTICLE 2. CONTRACT DOCUMENTS

2.1 General.

- A. Contract Documents. The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.
- B. Interpretations. The Contract Documents are intended to be fully cooperative and to be complementary. If Contractor observes that any of the Contract Documents are in conflict, the Contractor shall promptly notify M1W in writing. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:
 - 1) Change Orders or Work Change Directives
 - 2) Addenda
 - 6) Contract
 - 7) General Conditions
 - 8) Instructions to Bidders
 - 9) Notice Inviting Bids
 - 10) Contractor's Bid Forms
 - 12) Standard Plans
 - 13) Reference Documents
- C. Conflicts in Contract Documents. Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard shall always apply.
- D. Organization of Contract Documents. Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade.

2.2 Contracts Documents: Copies & Maintenance.

Contractor will be furnished, free of charge, five (5) copies of the Contract Documents. Additional copies may be obtained at cost of reproduction.

Contractor shall maintain a clean, undamaged set of Contract Documents at the Project site.

ARTICLE 3. SUBMITTALS

- 3.1 Contractor shall furnish to M1W for approval, prior to purchasing or commencing any Work, a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in the specifications. The log shall indicate whether samples will be provided in accordance with other provisions of this Contract.
- 3.2 Contractor will provide samples and submittals, together with catalogs and supporting data required by M1W, to M1W within a reasonable time period to provide for adequate review and avoid delays in the Work.
- 3.3 These requirements shall not authorize any extension of time for performance of this Contract. M1W will check and approve such samples, but only for conformance with design concept of work and for compliance with information given in the Contract Documents. Work shall be in accordance with approved samples and submittals.

ARTICLE 4. MATERIALS

- 4.1 Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.
- 4.2 Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.
- 4.3 Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of the Work and shall be stored properly and protected as required by the Contract Documents. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or Work.
- 4.4 No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the Project, to M1W free from any claims, liens, or encumbrances.
- 4.5 Materials shall be stored on the Project site in such manner so as not to interfere with any operations of M1W or any independent contractor.

ARTICLE 5. AUTHORIZED REPRESENTATIVES

M1W shall designate representatives, who shall have the right to be present at the Project site at all times. M1W may designate an inspector who shall have the right to observe all of the

Contractor's Work. The inspector is not authorized to make changes in the Contract Documents or excuse Contractor from performing in accordance with the Contract Documents. The inspector shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. Contractor shall provide safe and proper facilities for such access.

ARTICLE 6. CONTRACTOR'S SUPERVISION

Contractor shall continuously keep at the Project site, a competent and experienced full-time Project superintendent acceptable to M1W. Superintendent must be able to proficiently speak, read and write in English. Contractor shall continuously provide efficient supervision of the Project.

ARTICLE 7. WORKERS

- 7.1 Contractor shall at all times enforce strict discipline and good order among its employees. Contractor shall not employ on the Project any unfit person or any one not skilled in the Work assigned to him or her.
- 7.2 Any employee of the Contractor whom M1W determines is incompetent or unfit shall be dismissed from the Project and shall not be employed on this Project except with the written approval of M1W.

ARTICLE 8. SUBCONTRACTORS

- 8.1 Contractor agrees to bind every subcontractor to the terms of the Contract Documents as far as such terms are applicable to subcontractor's portion of the Work. Contractor shall be as fully responsible to M1W for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any subcontractor and M1W.
- 8.2 Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act, Public Contract Code section 4100 et seq., before replacing a subcontractor listed in the bid or performing work with its own forces for which a subcontractor was listed.

ARTICLE 9. PERMITS AND LICENSES

- 9.1 Permits and licenses necessary for prosecution of the Work shall be secured and paid for by Contractor, unless otherwise specified in the Contract Documents.
- 9.2 Contractor shall obtain and pay for all other permits and licenses required for the Work, including excavation permit and permits for plumbing, mechanical and electrical work and for operations in or over public streets or right of way under jurisdiction of public agencies other than M1W.
- 9.3 The Contractor shall arrange and pay for all off-site inspection of the Work related to permits and licenses, including certification, required by the specifications, drawings,

or by governing authorities, except for such off-site inspections identified as M1W's responsibility pursuant to the Contract Documents.

- 9.4 Before Acceptance of the Project, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to M1W.

ARTICLE 10. EXISTENCE OF UTILITIES AT THE WORK SITE

10.1 Existing Utilities.

- A. Known existing utilities and pipelines are shown on the Plans in their approximate locations. However, nothing herein shall be deemed to require the Owner to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities can be inferred from the presence of other visible facilities, such as buildings, cleanouts, meter and junction boxes, on or adjacent to the site of the Project.
- B. The Owner will assume the responsibility for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Project site if such utilities are not identified by the Owner in the Contract Documents or cannot reasonably be inferred from the presence of other visible facilities.

10.2 Utility Location.

- A. It shall be the Contractor's responsibility to determine the exact location and depth of all utilities, including service connections, which have been marked by the respective utility owners and which the Contractor believes may affect or be affected by the Contractor's operations. The Contractor shall not be entitled to additional compensation or time extensions for work necessary to avoid interferences or for repair to damaged utilities if the Contractor does not expose all such existing utilities as required by this section.
- B. The locating of utilities shall be in conformance with Government Code section 4216 except for the Owner's utilities located on the Owner's property and not in public right-of-way.
- C. A "High Priority Subsurface Installation" is defined in section 4216 (e) as "high-pressure natural gas pipelines with normal operating pressures greater than 415kPA gauge (60psig) or greater than six inches nominal pipe diameter, petroleum pipelines, pressurized sewage pipelines, high-voltage electric supply lines, conductors, or cables that have a potential to ground of greater than or equal to 60kv, or hazardous materials pipelines that are potentially hazardous to workers or the public if damaged."
- D. A "Subsurface Installation" is defined in section 4216 (l) as "any underground pipeline, conduit, duct, wire, or other structure, except nonpressurized sewer lines, nonpressurized storm drains, or other nonpressurized drain lines."
- E. Pursuant to Government Code section 4216.2 the Contractor shall contact the appropriate regional notification center at least two (2) working days but not more

than 14 Days before performing any excavation. The Contractor shall request that the utility owners conduct a utility survey and mark or otherwise indicate the location of their service. The Contractor shall furnish to M1W written documentation of its contact(s) with the regional notification center prior to commencing excavation at such locations.

- F. After the utility survey is completed, the Contractor shall commence "potholing" or hand digging to determine the actual location of the pipe, duct, or conduit. M1W shall be given written notice prior to commencing potholing operations. The Contractor shall uncover all piping and conduits, to a point one (1) foot below the pipe, where crossings, interferences, or connections are shown on the Drawings, prior to trenching or excavating for any pipe or structures, to determine actual elevations. New pipelines shall be laid to such grade as to clear all existing facilities, which are to remain in service for any period subsequent to the construction of the run of pipe involved.
- G. The Contractor's attention is directed to the requirements of Government Code section 4216.2 (a)(2) which provides: "When the excavation is proposed within 10 feet of a high priority subsurface installation, the operator of the high priority subsurface installation shall notify the excavator of the existence of the high priority subsurface installation prior to the legal excavation start date and time, as such date and time are authorized pursuant to paragraph (1) of subdivision (a) of section 4216.2. The excavator and the operator or its representative shall conduct an onsite meeting at a mutually-agreed-on time to determine actions or activities required to verify the location of the high priority subsurface installation prior to start time." The Contractor shall notify M1W in advance of this meeting.

10.3 Utility Relocation and Repair.

- A. If interferences occur at locations other than those indicated in the Contract Documents with reasonable accuracy, Contractor shall notify M1W in writing.
- B. Care shall be exercised by the Contractor to prevent damage to adjacent existing facilities and public or private works; where equipment will pass over these obstructions, suitable planking shall be placed. If high priority subsurface installations are damaged and the operator cannot be contacted, Contractor shall call 911 emergency services.
- C. M1W will compensate the Contractor for the costs of locating and repairing damage not due to the failure of the Contractor to exercise reasonable care, and for removing or relocating such main or trunk line utility facilities not indicated in the Contract Documents with reasonable accuracy, and for the cost of equipment on the Project necessarily idled during such work. The payment for such costs will be made as provided in Article 33 (Changes and Extra Work). The Contractor shall not be assessed liquidated damages for delay in completion of the Project when such delay is caused by the failure of M1W or utility company to provide for removal or relocation of such utility facilities. Requests for extensions of time arising out of utility relocation or repair delays shall be filed in accordance with Article 31.

- D. The public utility, where they are the owner of the affected utility, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The right is reserved to M1W and the owners of utilities or their authorized agents to enter upon the Work area for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. The Contractor shall cooperate with forces engaged in such work and shall conduct its operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such forces and shall allow the respective utilities time to relocate their facility.
- E. When the Contract Documents indicate that a utility is to be relocated, altered or constructed by others, M1W will conduct all negotiations with the utility company and the work will be done at no cost to the Contractor, unless otherwise stipulated in the Contract.
- F. Temporary or permanent relocation or alteration of utilities desired by the Contractor for its own convenience shall be the Contractor's responsibility and it shall make arrangements and bear all costs for such work.

ARTICLE 11. UTILITY USAGE

- 11.1 All temporary utilities, including but not limited to electricity, water, gas, and telephone, used on the Work shall be furnished and paid for by Contractor. Contractor shall provide necessary temporary distribution systems, including meters, if necessary, from distribution points to points on the Work where the utility is needed. Upon completion of the Work, Contractor shall remove all temporary distribution systems.
- 11.2 Contractor shall provide necessary and adequate utilities and pay all costs for water, electricity, gas, oil, and sewer charges required for completion of the Work, including but not limited to startup and testing required in the Contract Documents.
- 11.3 All permanent meters Installed shall be listed in the Contractor's name until the Work is accepted.
- 11.4 If the Work is to be performed in existing M1W facilities, Contractor may, with prior written Approval of M1W, use M1W's existing utilities. If Contractor uses M1W utilities, it shall compensate M1W for utilities used.

ARTICLE 12. INSPECTION FEES FOR PERMANENT UTILITIES

All inspection fees and other municipal charges for permanent utilities including, but not limited to, sewer, electrical, phone, gas, water, and irrigation shall be paid for by M1W. Contractor shall be responsible for arranging the payment of such fees, but inspection fees and other municipal fees relating to permanent utilities shall be paid by M1W. Contractor may either request reimbursement from M1W for such fees, or shall be responsible for arranging and coordinating with M1W for the payment of such fees.

ARTICLE 13. TRENCHES

13.1 Trenches Five Feet or More in Depth.

- A. The Contractor shall submit to M1W, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. If the plan varies from shoring system standards forth in the Construction Safety Orders of the Division of Industrial Safety in Title 8, Subchapter 4, Article 6, California Code of Regulations, the plan shall be prepared by a registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations, and all costs therefor shall be included in the Contract Price. Nothing in this section shall be deemed to allow the use of a shoring, bracing, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this section shall be construed to impose a tort liability on the Owner, any of its officers, officials, partners, employees, agents, consultants or volunteers. The Owner's review of the Contractor's excavation plan is only for general conformance to the Construction Safety Orders.
- B. Prior to commencing any excavation, the Contractor shall designate in writing to M1W the "competent person(s)" with the authority and responsibilities designated in the Construction Safety Orders.

13.2 Excavations Deeper than Four Feet.

If work under this Contract involves digging trenches or other excavation that extends deeper than four feet below the surface, Contractor shall promptly, and before the following conditions are disturbed, notify M1W, in writing, of any:

- A. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- B. Subsurface or latent physical conditions at the site differing from those indicated by information made available to bidders prior to the deadline for submitting bids.
- C. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

M1W shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a change order under the procedures described in the Contract Documents.

In the event that a dispute arises between M1W and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. 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 parties.

13.3 Diversion of Recyclable Waste Materials.

In compliance with the applicable M1W's waste reduction and recycling efforts, Contractor shall divert all Recyclable Waste Materials to appropriate recycling centers. Contractor will be required to submit weight tickets and written proof of diversion with its monthly progress payment requests. Contractor shall complete and execute any certification forms required by M1W or other applicable agencies to document Contractor's compliance with these diversion requirements. All costs incurred for these waste diversion efforts shall be the responsibility of the Contractor.

ARTICLE 14. REMOVAL OF HAZARDOUS MATERIALS

Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes and hazardous materials (as defined in section 25117 of the Health and Safety Code) which have not been rendered harmless at the Project site, the Contractor shall immediately stop work at the affected area and shall report the condition to M1W in writing. M1W shall contract for any services required to directly remove and/or abate PCBs and other toxic wastes and hazardous materials, and shall not require the Contractor to subcontract for such services. The Work in the affected area shall not thereafter be resumed except by written agreement of M1W and Contractor.

ARTICLE 15. AIR POLLUTION CONTROL

Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements.

Without limiting the foregoing, Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the Air Quality Management District with jurisdiction over the Project and/or California Air Resources Board (CARB). Contractor shall specifically be aware of the application of these limits and requirements to "portable equipment", which includes any item of equipment with a fuel-powered engine. Contractor shall indemnify M1W against any fines or penalties imposed by AQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in Article 35.

ARTICLE 16. PROTECTION OF WORK AND PROPERTY

- 16.1 The Contractor shall be responsible for all damages to persons or property that occur as a result of or in connection with the Work. Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final Acceptance by M1W. All Work shall be solely at the Contractor's risk. Contractor shall protect adjacent property from settlement or loss of lateral support as necessary, and shall give all notices required by law. Contractor shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Project site where Work is being performed. Contractor shall erect and properly maintain at all times, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction.
- 16.2 In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from M1W, shall act to prevent such threatened loss or injury; and Contractor shall so act, without appeal, if so authorized or instructed by M1W. Any compensation claimed by Contractor on account of emergency work shall be determined by and agreed upon by M1W and the Contractor.
- 16.3 Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.
- 16.4 Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid damage thereto, and Contractor shall repair any damage thereto caused by the Work operations. Contractor shall:
- A. Enclose the working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to the public.
 - B. Provide substantial barricades around any shrubs or trees indicated to be preserved.
 - C. Deliver materials to the Project site over a route designated by M1W.
 - D. Provide any and all dust control required and follow the Applicable air quality regulations as appropriate. If the Contractor does not comply, M1W shall have the immediate authority to provide dust control and deduct the cost from payments to the Contractor.
 - E. Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of M1W. Contractor shall not unreasonably encumber the Project site with its materials.
 - F. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are

disturbed by accident, they shall be replaced by an approved civil engineer or land surveyor, at no cost to M1W.

- G. Ensure that existing facilities, fences and other structures are all adequately protected and that, upon completion of all Work, all facilities that may have been damaged are restored to a condition acceptable to M1W.
 - H. Preserve and protect from injury all buildings, pole lines and all direction, warning and mileage signs that have been placed within the right-of-way.
 - I. At the completion of work each day, leave the Project site in a clean, safe condition.
 - J. Comply with any stage construction and traffic handling plans. Access to residences and businesses shall be maintained at all times.
- 16.5 These precautionary measures will apply continuously and not be limited to normal working hours. Full compensation for the Work involved in the preservation of life, safety and property as above specified shall be considered as included in the prices paid for the various contract items of Work, and no additional allowance will be made therefor.
- 16.6 Should damage to persons or property occur as a result of the Work, Contractor shall promptly notify M1W in writing. Contractor shall be responsible for proper investigation, documentation, including video or photography, to adequately memorialize and make a record of what transpired. M1W shall be entitled to inspect and copy any such documentation, video, or photographs.

ARTICLE 17. CONTRACTORS MEANS AND METHODS

Contractor is solely responsible for the means and methods utilized to Perform the Work. In no case shall the Contractor's means and methods fall below commonly accepted industry standards.

ARTICLE 18. LABOR

18.1 Hours of Work.

- A. Eight (8) hours of work shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to M1W, twenty-five dollars (\$25) for each worker employed in the execution of Work by the Contractor or any subcontractor for each day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, except as provided in Labor Code Section 1815.
- B. Unless otherwise provided in the Special Conditions, Work shall be accomplished on a regularly scheduled eight (8) hour per day work shift basis, Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m.

- C. It shall be unlawful for any person to operate, permit, use, or cause to operate any of the following at the Project site, other than between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, with no Work allowed on M1W-observed holidays, unless otherwise approved by M1W:
 - 1) Powered Vehicles
 - 2) Construction Equipment
 - 3) Loading and Unloading Vehicles
 - 4) Domestic Power Tools.

18.2 Payroll Records.

- A. Pursuant to Labor Code Section 1776, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.
- B. In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations (“DIR”) on a weekly basis and in the format prescribed by the DIR, which may include electronic submission. Contractor shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement.
- C. The payroll records described herein shall be certified and submitted by the Contractor at a time designated by M1W. The Contractor shall also provide the following:
 - 1. A certified copy of the employee’s payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
 - 2. A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the Department of Industrial Relations (“DIR”).
- D. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement (“DLSE”) of the DIR or shall contain the same information as the forms provided by the DLSE.
- E. Any copy of records made available for inspection and furnished upon request to the public 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 or any subcontractor shall not be marked or obliterated.

- F. 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 any item or actions necessary to ensure compliance with this section. Should noncompliance still be evident after such ten (10) day period, the Contractor shall, as a penalty to M1W, forfeit one hundred dollars (\$100.00) for each day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the DIR, such penalties shall be withheld from contract payments.

18.3 Prevailing Rates of Wages.

- A. The Contractor is aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages at M1W. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold M1W, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws.
- B. The Contractor and each subcontractor shall forfeit as a penalty to M1W not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.
- C. Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

18.4 Employment of Apprentices.

The Contractor's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the Labor Code concerning employment of apprentices by the Contractor or any subcontractor. The Contractor shall obtain a certificate of

apprenticeship before employing any apprentice pursuant to Section 1777.5, 1777.6, and 1777.7 of the Labor Code. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, the Administrator of Apprenticeships, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

18.5 Nondiscrimination/Equal Employment Opportunity.

- A. Pursuant to Labor Code Section 1735 and other applicable provisions of law, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap on this Project. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap.
- B. Employment Eligibility; Contractor. By executing this Contract, Contractor verifies that it fully complies with all Applicable Laws respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Contract, and shall not violate any such law at any time during the term of the Contract. Contractor shall avoid any violation of any such law during the term of this Contract by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to M1W or its representatives for inspection and copy at any time during normal business hours. M1W shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in this Article.
- C. Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any part of the Work or of this Contract to make the same verifications and comply with all requirements and restrictions provided for in this Article.
- D. Employment Eligibility; Failure to Comply. Each person executing this Contract on behalf of Contractor verifies that he or she is a duly authorized officer of Contractor and that any of the following shall be grounds for M1W to terminate the Contract for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in this Article; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the

Contractor under this Article); or (3) failure to immediately remove from the Work any person found not to be in compliance with such requirements.

18.6 Labor/Employment Safety.

The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4. Contractor certifies that it is aware of and has complied with the provisions of California Labor Code section 6401.7, which requires every employer to adopt a written injury and illness prevention program.

ARTICLE 19. INSURANCE

The Contractor shall procure and maintain, at Contractor's expense and for the duration of the Contract, all of the insurance described in this Article.

19.1 Workers' Compensation Insurance.

The Contractor shall provide workers' compensation insurance for all of the employees engaged in Work under this Contract, on or at the Site, and, in case any of sublet Work, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to his employees in accordance with the provisions of section 3700 of the Labor Code. The Contractor shall file with M1W certificates of his insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to M1W, if in the form and coverage as set forth in the Contract Documents.

19.2 Employer's Liability Insurance.

Contractor shall provide Employer's Liability Insurance, including Occupational Disease, in the amount of at least one million dollars (\$500,000.00) per person per accident. Contractor shall provide M1W with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract Documents. The policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of M1W.

19.3 Commercial General Liability Insurance.

- A. Contractor shall provide "occurrence" form Commercial General Liability insurance coverage at least as broad as the most current ISO CAL Form 00 01,

including but not limited to, premises liability, contractual liability, products/completed operations, personal and advertising injury which may arise from or out of Contractor's operations, use, and management of the Site, or the performance of its obligations hereunder. The policy shall not contain any exclusion contrary to this Contract including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross-liability for claims or suits against one insured against another. Policy limits shall not be less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be paid in addition to the limits.

- B. Such policy shall comply with all the requirements of this Article. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to M1W, and shall not preclude M1W from taking such other actions available to M1W under other provisions of the Contract Documents or law.
- C. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Contract. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold M1W harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by M1W as a result thereof.
- D. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.
- E. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these General Conditions relating to liability for injury to or death of persons and damage to property.
- F. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, M1W may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents.
- G. Such insurance shall comply with the provisions of Article 30.6 below.

19.4 Automobile Liability Insurance.

Contractor shall provide "occurrence" form Automobile Liability Insurance at least as broad as ISO CA 00 01 (Any Auto) in the amount of, at least, one million dollars (\$1,000,000) per accident. Such insurance shall provide coverage for bodily injury and property damage including coverage for non-owned and hired vehicles, in a form and with insurance companies acceptable to M1W. Such insurance shall comply with the provisions of Article 29.6 below.

19.5 Builder's Risk ["All Risk"].

- A. It is the Contractor's responsibility to maintain or cause to be maintained Builder's Risk ["All Risk"] extended coverage insurance on all work, material, equipment, appliances, tools, and structures that are or will become part of the Work and subject to loss or damage by fire, and vandalism and malicious mischief, in an amount to cover 100% of the replacement cost. M1W accepts no responsibility for the Work until the Work is formally accepted by M1W. The Contractor shall provide a certificate evidencing this coverage before commencing performance of the Work.
- B. The named insureds shall be Contractor, all Subcontractors of any tier (excluding those solely responsible for design work), suppliers, and M1W, its elected and appointed officers, agents, officials, employees and volunteers, as their interests may appear. Contractor shall not be required to maintain property insurance for any portion of the Work following acceptance by M1W.
- C. Policy shall be provided for replacement value on an "all risk" basis. There shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) transit coverage, including ocean marine coverage (unless insured by the supplier), with sub-limits sufficient to insure the full replacement value of any key equipment item; and (5) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site. Such insurance shall be on a form acceptable to M1W to ensure adequacy and sublimit.
- D. In addition, the policy shall meet the following requirements:
 - 1. Insurance policies shall be so conditioned as to cover the performance of any extra work performed under the Contract.
 - 2. Coverage shall include all materials stored on site and in transit.
 - 3. Coverage shall include Contractor's tools and equipment.
 - 4. Insurance shall include boiler, machinery and material hoist coverage.

- E. Such insurance shall comply with the provisions of Article 29.6 below.

19.6 Form and Proof of Carriage of Insurance.

- A. Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by M1W's Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:VII. Insurance deductibles or self-insured retentions must be declared by the Contractor. At the election of M1W, the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses. If umbrella or excess liability coverage is used to meet any required limit(s) specified herein, the Contractor shall provide a "follow form" endorsement satisfactory to M1W indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.
- B. Contractor shall cause its insurance carrier(s) to furnish M1W with either 1) a properly executed original Certificates(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so in writing by M1W's Risk Manager, provide original certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect.
- C. M1W, its officials, officers, employees, agents and representatives shall be named as Additional Insureds on Contractor's All Risk policy and on Contractor's and its subcontractors' policies of Commercial General Liability and Automobile Liability insurance using, for Contractor's policy/ies of Commercial General Liability insurance, ISO CG forms 20 10 and 20 37 (or endorsements providing the exact same coverage, including completed operations), and, for subcontractors' policies of Commercial General Liability insurance, ISO CG form 20 38 (or endorsements providing the exact same coverage). Notwithstanding the minimum limits set forth in this Contract for any type of insurance coverage, all available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as Additional Insureds hereunder. Contractor and its insurance carriers shall provide a Waiver of Subrogation in favor of those parties.
- D. The Certificates(s) and policies of insurance shall contain or shall be endorsed to contain the covenant of the insurance carrier(s) that it shall provide no less than thirty (30) days written notice be given to the M1W prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, M1W may terminate the Contract or stop the Work in accordance with the Contract Documents, unless M1W receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Site, or commence operations under this Contract until M1W has been furnished original

Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this section. The original endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

- E. The Certificate(s) of Insurance, policies and endorsements shall so covenant and shall be construed as primary, and Monterey One Water's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory. The Contractor shall provide endorsement(s) to this effect, using ISO CG form 20 01 or endorsement(s) providing the exact same coverage, at M1W's request.
- F. M1W reserves the right to adjust the monetary limits of insurance coverages during the term of this Contract including any extension thereof if in M1W's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.
- G. Contractor shall require all tiers of sub-contractors working under this Contract to provide the insurance required under this Article unless otherwise agreed to in writing by M1W.

ARTICLE 20. SAFETY

20.1 Contractor's Responsibility for Safety

A. General

Contractor shall be responsible for implementation of all safety requirements while performing work at all of the M1W's facilities, including the wastewater treatment plant (plant), pump stations and pipelines.

B. Contractor's Safety Personnel

1. Safety Officer: Contractor shall designate a fully trained and responsible member who serves as the Safety Officer for the Contractor's organization. The Safety Officer shall be experienced in administering, enforcing and overseeing the safety standards contained in the California Administrative Code, Title 8 and 29, and the Code of Federal Regulations, Sections 1900 through 1910 and Section 1926, whose duty shall be the prevention of hazards and accidents and who shall have authority to direct work for the Contractor.
2. Safety Supervisor: Contractor shall designate a Safety Supervisor who will be present at each project site during the course of all work performed by or under the responsibility of the Contractor. The Safety Officer may be used as a Safety Supervisor. The Safety Supervisor shall be fully trained for the type of work being performed and shall have authority to direct the Contractor's work.

C. Safety Measures

Contractor shall comply with all laws, ordinances, codes, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. It is the Contractor's responsibility that persons for whom the Contractor is responsible or liable follow the Contractor's own safety program and provide one or more designated Safety Supervisor(s) at each work site. Contractor shall maintain copies of all documents mentioned or referenced in this Section readily available at the site until the Work is completed.

D. Accident Reporting

Any accident occurring within the premises of the M1W's facilities shall be reported to the M1W within 24 hours, within 8 hours if the event is deemed an Occupational Safety and Health Administration (OSHA) reportable incident, or immediately if life threatening. Contractor will provide a written report for each accident within three working days of the initial reporting.

20.2 General Safety Requirements

A. Personal Hygiene

Persons involved in work for the M1W may be exposed to disease-producing organisms in wastewater (sewage). The Contractor shall require persons for whom the Contractor is responsible or liable to observe proper hygienic precautions, including washing of hands and other exposed portions of the body with disinfecting soap and water before eating or smoking, and prior to leaving project site. The Contractor is required to provide portable toilets with hand washing facilities for their workforce and subcontractors.

B. Personal Protective Equipment

Contractor shall not permit any person for whom the Contractor is responsible or liable to enter or remain on the worksite unless the person is equipped with the appropriate personal protective equipment conforming to the requirements of California General Industrial Safety Orders and shall discharge from the site all persons not so equipped. Contractor shall post conspicuous signs at appropriate locations warning the public and persons engaged upon the Work of this requirement. At a minimum, each person must wear a safety helmet, safety glasses, steel-toed boots for general persons (fiberglass-toed boots for electricians) for whom the Contractor is responsible or liable, shirts with sleeves, and long pants.

C. Public Safety and Convenience

1. Contractor shall conduct work so as to insure the least possible obstruction to traffic and inconvenience to the M1W and general public at large in the

vicinity of the work and to insure the protection of persons and property. No road or street shall be closed except with the permission of the M1W and the proper governmental authority. Fire hydrants on or adjacent to the work shall be accessible to fire-fighting equipment. Temporary provisions shall be made by the Contractor to insure the use of sidewalks, private and public driveways and proper functioning of gutters, sewer inlets, drainage ditches and culverts, irrigation ditches and natural water courses. The Contractor is also required to mitigate any erosion as a result of the Work (through the use of silt traps at existing catch basins, etc.). A Storm Water Pollution Prevention Plan may be required as part of the Site Specific Safety Plan.

2. Contractor shall provide and maintain barricades, guards, temporary bridges and walkways, watchmen, night lights and danger signals illuminated from sunset to sunrise, and all other necessary appliances and safeguards to protect the Work, life, property, the public, excavations, equipment, and materials. Barricades shall be of substantial construction and shall be painted and/or reflectorized to increase their visibility at night. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction, barricades, or detours exist. Guard rails shall be provided for bridges and walkways over or adjoining excavations, shafts, and other openings and locations where injury may occur.

D. Traffic Control and Speed Limits

1. Regional Treatment Plant – The Regional Treatment Plant is a working facility that has significant traffic throughout the premises. Staff vehicles, deliveries, liquid waste manifests, vendors, construction traffic, etc. all contribute to this traffic. The Contractor shall coordinate work activities with the designated M1W representative to avoid blockage of major traffic lanes and plant operations and to define access routes to and from the Contractor's work site. While driving on the M1W's facilities all rules of the road apply. The maximum speed limit is 15 mph, or less, as conditions warrant.
2. Pump Stations and other Sites - Many of the M1W's pump stations and facilities are located immediately off of city/county streets and thoroughfares. The Contractor is responsible for providing any and all necessary traffic control measures for construction equipment and construction deliveries that could impact traffic. Traffic control measures shall satisfy the requirements of the City/County and M1W, and be in accordance with Cal Trans Standards. The Contractor is responsible for the determination of these traffic control requirements and shall include the associated cost and time requirements in their Bid. While driving on the M1W's facilities all rules of the road apply. The maximum speed within pump stations is 5 mph, or less, as conditions warrant.

E. Communication

1. Communication between the Contractor and the M1W must be maintained at all times. The Contractor is responsible for providing the M1W with a contact list for key Contractor staff, in addition to maintaining emergency procedures

in their Specific Site Safety Plan. It is the Contractor's responsibility to communicate to the M1W all hazards which they plan to introduce to the work site, whether by procedure or material, and changes, or revisions that may be needed to their Site Specific Safety Plan.

2. Regional Treatment Plant - The Contractor will be issued a short wave radio that allows the Contractor to contact the plant Control Room operator for coordination of work and emergencies. The radio is to be returned at the end of each workday to the Control Room.
3. Pump Stations and Other Sites – If a M1W representative is not present at the work site or pump station, the Contractor should contact the M1W's Control Room Operator by phone at (831)883-6166, or directly dial 911 if required by a medical emergency.

F. Hazardous Areas

Contractor shall not permit or allow any person or persons to enter any pipe or space containing hazardous or noxious substances or gases, or where there is an insufficient amount of oxygen to sustain life and consciousness, or any other hazardous area unless equipped with lawful and appropriate safety equipment and life supporting apparatus, and unless those entering are continually monitored and guarded by and in communication with other persons outside the space or area who are equipped in the same way, can give an alarm to others for assistance, and initiate immediate rescue operations in the event of mishap.

G. Smoking

Smoking is prohibited everywhere in the plant and pump station sites.

20.3 Emergencies

A. Work During an Emergency

Contractor shall perform any and all operations and shall furnish any materials and equipment necessary during an emergency which will result in imminent loss of life or property. Contractor shall notify the M1W of the emergency as soon as practicable, but shall not wait for instruction before taking necessary action. Any additional compensation or extension of Contract Time claimed by the Contractor on account of an emergency shall be applied for as provided in contract documents.

B. Representatives for Emergencies

Contractor shall provide in the Site Specific Safety Plan a written list giving the names, addresses, and telephone numbers of the Safety Officer and Safety Supervisor(s) who can be contacted at any time in case of emergency. The representatives shall be fully authorized and equipped to correct unsafe or inconvenient conditions on short notice. The Contractor shall promptly notify the M1W of all changes needed to keep the contact list up to date.

20.4 Fire Prevention

A. General

The Contractor's Safety Officer shall inspect the entire Work and site, including storage areas, at frequent intervals to verify that fire prevention measures are constantly enforced.

B. Fire Extinguishers and Hoses

Contractor shall furnish and maintain fully charged fire extinguishers of the appropriate type, supplemented with temporary fire hoses wherever an adequate water supply exists, at the places where burning, welding, or other operations that may cause a fire are being performed.

C. Flammable, Hazardous or Toxic Materials.

Solvents, gasoline, and other hazardous materials may be in the wastewater (sewage), and therefore, the work site may be hazardous to open flame, sparks, or unventilated occupancy. The Contractor shall take measures to ensure persons, for whom the Contractor is responsible or liable, observe proper safety precautions when working in these areas. Only a working supply of flammable, hazardous or toxic materials shall be permitted in or on any of the permanent structures and improvements, and shall be removed therefrom at the end of each day's operations.

Contractor shall store flammable, hazardous or toxic materials and waste separate from the Work and stored materials for the Work in a manner that prevents spontaneous combustion or dispersion, and provides the appropriate level of secondary spill containment. None of these materials shall be placed in any sewer or drain piping nor buried on the M1W's property.

It is the Contractor's responsibility to request permission 15 days in advance, in writing, to bring hazardous, toxic, or flammable materials to the M1W's work site. The request will specify the type and quantity of material proposed to be brought on site, where and how it will be stored, what type of secondary containment will be used, where and by whom the material will be used, and what health hazards are associated with the proposed material (Material Safety Data Sheet). The M1W will respond to the Contractor, in writing, within seven days of the receipt of the request as to whether or not the material can be brought on site and of any special requirements the M1W may have that are not covered in the Contractor's request. The Contractor shall maintain a current and up-to-date copy of all laws, ordinances, codes, rules, regulations and lawful orders of any regulatory authority having jurisdiction or control over flammable, hazardous or toxic materials and, at the Contractor's expense, shall comply with said laws, ordinances, codes, rules, regulations and lawful orders.

20.5 Safety Orientation

All persons for whom the Contractor is responsible or liable are required to receive a safety orientation prior to performing work for the M1W. This orientation includes a safety overview by the M1W Safety Officer, listening to test alarms for chlorine and fire (if work is being performed at the Regional Treatment Plant), and watching the M1W safety video. After receiving this orientation, each person for whom the Contractor is responsible or liable will sign a Safety Orientation Sign-Off Sheet as evidence that they have received this orientation.

20.6 Check-In Procedure

- A. Regional Treatment Plant: All persons for whom the Contractor is responsible or liable are required to sign in and out with the receptionist whenever entering or leaving the plant for whatever reason. The Contractor shall be responsible for the check-in procedure of all employees. It is imperative that the M1W always have an accurate accounting of all persons associated with the Work (Contractors, SUBCONTRACTORS, material suppliers, deliveries, etc.) present at the Regional Treatment Plant should evacuation become necessary or other emergency arise. Violation of this procedure by the persons for whom the Contractor is responsible or liable for may result in the prohibition from entering the plant.
- B. Outside the Regional Treatment Plant: Contractor is responsible for maintaining a current listing of all persons for whom the Contractor is responsible or liable present at the work site and is responsible for check-in/out procedure. This listing shall be made available when requested by the M1W.

20.7 M1W's Equipment

Contractor shall not utilize any M1W equipment in support of their work effort, unless specifically authorized to do so per the contract. The use of M1W equipment, tools, or staff by the Contractor is not permitted. The M1W will not accept delivery or off load delivered material for the Contractor. The M1W will not allow the Contractor to use any of its safety equipment (ladders, gas monitors, exhaust fans, lighting, etc.). The M1W's equipment shall not be shut down, turned off, or otherwise handled by the Contractor, unless this is required as part of the contract and prior coordination has been made with the M1W's staff.

20.8 Hazardous Materials

The M1W utilizes chemicals that are classified as Hazardous Materials. If there is an M1W related incident involving hazardous materials, you will be provided direction over the loudspeaker, or directly from the M1W's staff. Material Safety Data sheets (MSDS) are available for M1W's hazardous materials from the M1W Safety Officer or at the Control Room. If the Contractor wishes to bring hazardous material to the Regional Treatment Plant, pump stations, or any other work locations controlled by the M1W, an MSDS for each hazardous material along with Form 1950-B must be submitted to the M1W for review. Any hazardous materials not included within the original submittal of the Project MSDS Binder are to be submitted to the M1W a

minimum of 15 days prior to the proposed delivery date. Refer to Section 5.0 Fire Prevention, Item B. Flammable, Hazardous or Toxic Materials regarding additional information relating to hazardous materials at the work site. Refer to Section 11.0 Submittals regarding any and all submittals.

20.9 Safety Provisions for the Regional Wastewater Treatment Plant

Chlorine and Fire Alarms. There are two types of alarms within the plant site; Chlorine and Fire. There is a distinction between the sound of these alarms which will be demonstrated during the safety orientation prior to any persons for whom the Contractor is responsible or liable starting work. The Contractor is responsible for requesting this demonstration for all new persons for whom the Contractor is responsible or liable including any SUBContractor's personnel. In the event of a chlorine or fire alarm the Contractor is responsible for gathering all persons for whom the Contractor is responsible or liable at the work site and directing them to the designated meeting area (normally the flagpole at the upper parking turnaround). There is typically an announcement made through the loudspeaker system as to the type of alarm and where the designated meeting area is.

20.10 Submittals

A. Site Specific Safety Plan

The M1W shall only review this safety submittal for the required elements and not content. Prior to receiving Notice to Proceed, the Contractor shall submit to the M1W three (3) sets of their Site Specific Safety Plan binders. The spine of each binder should be labeled SITE SPECIFIC SAFETY PLAN for "Project Name" in large print for easy reference. The Site Specific Safety Plan describes specific work activities to be performed and the associated hazards and corresponding safety measure(s) the Contractor is proposing to implement. The Site Specific Safety Plan shall be a stand alone document and not merely refer to portions of the Contractor's Injury and Illness Prevention Program (IIPP). Adequate descriptions of work activities, hazards, safety measures, and emergency and rescue procedures are to be provided in order to illustrate compliance with OSHA required measures. Additionally, the Site Specific Safety Plan would include at a minimum:

- (1) a signed Safety Certification Form (Form 1950-A)
- (2) a list showing the Contractor's Safety Officer and Safety Supervisor(s) with 24 hour contact information
- (3) a list of safety equipment that will be maintained on site, including rescue equipment
- (4) a list of persons for whom the Contractor is responsible or liable who are properly trained and qualified to participate in Permit Required Confined Space and Lock Out Tag Out operations

- (5) an index shall be provided so that it references each tabbed section of the Site Specific Safety Plan.

B. Hazardous Materials

In addition to and separate from the Site Specific Safety Plan, the Contractor shall submit three (3) sets of Project MSDS binders to the M1W prior to receiving the Notice to Proceed for each hazardous substance that is anticipated for use at the work site. By utilizing Form 01950-B each set is to be submitted in a binder utilizing tabbed dividers to separate the Contractor defined MSDS categories. An index is to be included on the first page in each binder showing the MSDS categories. The binder should be oversized and include dividers with extra tabs to allow room for unanticipated MSDS sheets or categories submitted during the course of the project. The spine of the binder should be labeled MSDS for "Project Name" in large print for easy reference. Subsequent MSDS sheets not provided in the original Project MSDS binder are to be provided in pre-punched sets of three with an updated index reference sheet when necessary. Contractor shall create and maintain at least one MSDS binder for the Contractor's use at the work site.

20.11 Safety Programs

The M1W has implemented various safety standards and programs that the Contractor and persons for whom the Contractor is responsible or liable is expected to adopt while performing all work for the M1W. If there is a conflict with Federal, State, or local safety laws, the stricter law shall apply. If there is a conflict between the M1W's safety standards or programs and that of the Contractor, the stricter standard or program shall apply. Contractor shall highlight all conflicts that may exist in the Contractor's Site Specific Safety Plan and illustrate how the stricter interpretation is being utilized.

A. Confined Space Safety

The M1W employs a "Permit Required" safety standard for all confined space entries per California General Industrial Safety Orders, Section 5157. Work performed in or about wastewater (sewage) facilities, including but not limited to manholes, pipes, tanks, basins, structures, and excavations carries with it the high potential for exposure of persons for whom the Contractor is responsible or liable and any other persons in the vicinity of the work to hazardous conditions. These conditions may include, but are not limited to, exposure to hydrogen sulfide, carbon dioxide, methane, carbon monoxide and other gases; exposure to atmospheres containing insufficient oxygen to support human life; exposure to wastewater (sewage) which may contain bacteriological, chemical, and other constituents harmful to humans; working in conditions where engulfment or entrapment of personnel may occur (such as in excavations); and working in structures with uneven and slippery surfaces and with difficult and limited access. Many of these environments are classified as "confined spaces" in the Code of Federal Regulations, Sections 1900 through 1910 and Section 1926, the California Administrative Code, Title 8, and the State of California's General Industry Safety Orders, Article 8, Sections 5156-59. Contractor shall be fully

familiar with, and shall strictly adhere to and comply with, the applicable sections of these documents pertaining to confined spaces. In the event of a conflict between applicable requirements, the more restrictive requirement shall apply. The M1W's Confined Space Safety Program is available for review from the M1W Safety Officer and will be provided to the Contractor at the preconstruction meeting.

1. Contractor is required to be especially alert to these conditions and employ a "permit required" system for all confined space entries as specified in California General Industrial Safety Orders, Section 5157. Contractor must maintain training records for all participants in confined space entries by permit only and must provide copies of these upon request of the M1W.
2. Contractor shall be responsible for ensuring that the project is properly staffed and equipped to execute their Confined Space Program and associated emergency and rescue plan. M1W safety equipment and/or staff will not be made available to the Contractor, unless during the course of an emergency rescue which will result in imminent loss of life or property.

B. Lockout Tag Out (LOTO)

The M1W employs the OSHA required Lockout Tag Out (LOTO) standards, and where permissible, a group lockout procedure per CFR 1910.147(f)(3). While performing work on M1W's equipment or where the M1W's equipment or facility can potentially provide an energy source that could cause injury to the Contractor, the Contractor shall follow the M1W's LOTO procedures. The M1W's LOTO Program is available for review from the M1W Safety Officer and will be provided to the Contractor at the preconstruction meeting. Contractor shall also be required to implement LOTO procedures that meet the requirements of Title 8, CCR, Sections 2320.1 - 2320.7 and 3314. M1W safety equipment and/or staff will not be made available to the Contractor, unless during the course of an emergency rescue which will result in imminent loss of life or property.

1. Contractor will contact the M1W to discuss the work to be performed and jointly identify all Lockout Tag Out points necessary to isolate energy sources.
2. The M1W will provide and secure singularly keyed M1W lockout lock(s) and lockout tag(s) at all lockout points. Contractor is required to provide singularly keyed lockout lock(s) and lockout tag(s) for each affected employee at each lockout point. Contractor and M1W shall remove their lockout lock(s) and tag(s) when work on the M1W's equipment or facility has been completed and deemed to be functional and ready by the M1W to be returned back into service.
3. Contractor may participate in group lockout whereby, the Contractor's supervisor or foreman along with the M1W's authorized employee will participate in the coordination of affected contractor work forces and ensure continuity of protection. A group LOTO will only be permitted if the M1W's

Group LOTO procedure or a stricter procedure is followed and is approved by the M1W's Safety Officer.

4. In addition to meeting requirements of OSHA 3120 Contractor must maintain training records for LOTO trained employees and must provide copies of these upon request of the M1W.

ARTICLE 21. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

21.1 Time for Completion/Liquidated Damages.

Work shall be commenced within twenty one (21) days of the date stated in M1W's Notice to Proceed and shall be completed by Contractor in the time specified in the Contract Documents. M1W is under no obligation to consider early completion of the Project; and the Contract completion date shall not be amended by M1W's receipt or acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances, receive additional compensation from M1W (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date. If the Work is not completed as stated in the Contract Documents, it is understood that M1W will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to M1W as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each day of delay until the Work is fully completed. Contractor and its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.

21.2 Inclement Weather.

Contractor shall be bound by M1W's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Project schedule.

21.3 Extension of Time.

Contractor shall not be charged liquidated damages because of any delays in completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (or its subcontractors or suppliers). Contractor shall within five (5) Days of identifying any such delay notify M1W in writing of causes of delay. M1W shall ascertain the facts and extent of delay and grant extension of time for completing the Work when, in its judgment, the facts justify such an extension. Time extensions to the Project shall be requested by the Contractor as they occur and without delay. No delay claims shall be permitted unless the event or occurrence delays the completion of the Project beyond the Contract Time.

21.4 No Damages for Reasonable Delay.

M1W's liability to Contractor for delays for which M1W is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall M1W be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable M1W delay, including delays caused by items that are the responsibility of M1W pursuant to Government Code section 4215, shall be based on actual costs, no proportions or formulas shall be used to calculate any delay damages.

ARTICLE 22. PAYMENT

22.1 Payments.

- A. M1W shall make monthly progress payments following receipt of undisputed and properly submitted payment requests. Unless otherwise specified in the Notice, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of Work performed up to the last day of the previous month, less the aggregate of previous payments.
- B. Contractor shall, after the full completion of the Work, submit a final payment application. All prior progress estimates shall be subject to correction in the final estimate and payment.
- C. Unless otherwise required by law, the final payment of five percent (5%) of the value of the Work, if unencumbered, shall be paid no later than sixty (60) Days after the date of recordation of the Notice of Completion.
- D. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against M1W arising from this Contract.
- E. Payments to the Contractor shall not be construed to be an acceptance of any defective work or improper materials, or to relieve the Contractor of its obligations under the Contract Documents.

22.2 Payments Withheld and Backcharges.

- A. In addition to amounts which M1W may retain under other provisions of the Contract Documents M1W may withhold payments due to Contractor as may be necessary to cover:
 - 1. Stop Notice Claims.
 - 2. Defective work not remedied.
 - 3. Failure of Contractor to make proper payments to its subcontractors or suppliers.

4. Completion of the Contract if there exists a reasonable doubt that the work can be completed for balance then unpaid.
 5. Damage to another contractor or third party.
 6. Amounts which may be due M1W for claims against Contractor.
 7. Failure of Contractor to keep the record ("as-built") drawings up to date.
 8. Failure to provide updates on the construction schedule.
 9. Site clean up.
 10. Failure of the Contractor to comply with requirements of the Contract Documents.
 11. Liquidated damages.
 12. Legally permitted penalties.
- B. Upon completion of the Contract, M1W will reduce the final Contract Price to reflect costs charged to the Contractor, backcharges or payments withheld pursuant to the Contract Documents.

ARTICLE 23. CHANGES AND EXTRA WORK

23.1 Change Orders.

- A. M1W, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, and the Contract Price and Contract Time shall be adjusted accordingly. All such changes in the Work shall be authorized by Change Order, shall be performed under the applicable conditions of the Contract Documents. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract amount or the Contract time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.
- B. Contractor shall promptly execute changes in the Work as directed in writing by M1W even when the parties have not reached agreement on whether the change increases the scope of Work or affects the Contract Price or Contract Time, if any. All claims for additional compensation to the Contractor shall be presented in writing. No claim will be considered after the work in question has been done unless a written contract change order has been issued or a timely written notice of claim has been made by Contractor. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract Documents, and shall be

subject to all terms, conditions and provisions of the original Contract Documents.

- C. Owner Initiated Change. Contractor must submit a complete cost proposal, including any change in the Contract time, within seven (7) Days after receipt of a proposed change order initiated by M1W, unless M1W requests that proposals be submitted in less than seven (7) Days.
- D. Contractor Initiated Change. Contractor must give written notice of a proposed change order required for compliance with the Contract Documents within seven (7) Days of discovery of the facts giving rise to the proposed change order.
- E. No changes in the Work shall exonerate any surety or any bond given in connection with this Contract.

23.2 Cost Proposals.

- A. Whenever possible, any changes to the Contract Price shall be in a lump sum mutually agreed to by the Contractor and M1W.
- B. Price quotations from the Contractor shall be accompanied by sufficiently detailed supporting documentation, including but not limited to estimates and quotations from subcontractors or material suppliers, as M1W may reasonably request.
- C. If the Contractor fails to submit a complete cost proposal within the seven (7) Day period (or as requested), M1W has the right to order the Contractor in writing to commence the work immediately on a force account basis and/or issue a lump sum change to the contract price in accordance with M1W's estimate of cost. If the change is issued based on M1W's estimate, the Contractor will waive its right to dispute the amount of compensation of time extension unless within fifteen (15) Days following completion of the added/deleted work, the Contractor presents written proof that M1W's estimate was in error.
- D. Estimates for lump sum quotations and accounting for force account work shall be limited to direct expenditures necessitated specifically by the subject extra work, and shall be segregated as follows:
 - 1. Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the cost of extra work will not be permitted unless the contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

2. Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and delivery. Materials cost shall be based upon supplier or manufacturer's invoice. If invoices or other satisfactory evidence of cost are not furnished within fifteen (15) Days of delivery, then M1W shall determine the materials cost, at its sole discretion.
 3. Tool and Equipment Use. Costs for the use of small tools, which are tools that have a replacement value of \$1,000 or less, shall be considered included in the markups described below and no additional payment will be made small tools. Regardless of ownership, the rates to be used in determining equipment use costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, or Caltrans Equipment Rental Rates (without surcharge) at the time the work is performed.
 4. Overhead, Profit and Other Charges. The mark-up for overhead (including supervision) and profit on work added to the Contract shall be determined in accordance with the following:
 - a. "Net Cost" is defined as of the actual costs of labor, materials and tools and equipment only excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up.
 - b. For Work performed by the Contractor's forces the added cost for overhead and profit shall not exceed fifteen percent (15%) of the Net Cost of the Work.
 - c. For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the Net Cost of the Work to which the Contractor may add five percent (5%) of the subcontractor's Net Cost.
 - d. For Work performed by a sub-subcontractor the added cost for overhead and profit shall not exceed fifteen percent (15%) of the Net Cost for Work to which the subcontractor and general contractor may each add an additional five percent (5%) of the Net Cost of the lower tier subcontractor.
 - e. No additional mark up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by M1W exceed twenty-five percent (25%) of the Net Cost as defined herein.
- E. All of the following costs are included in the markups for overhead and profit described above, and Contractor shall not receive any additional compensation for: Submittals, drawings: field drawings, Shop Drawings, including submissions of drawings; field inspection; general superintendence; general administration and preparation of cost proposals, schedule analysis, Change Orders, and other supporting documentation; computer services; reproduction services; Salaries of

project engineer, superintendent, timekeeper, storekeeper, and secretaries; Janitorial services; small tools, incidentals and consumables; temporary on site facilities (offices, telephones, internet access, plumbing, electrical power, lighting; platforms, fencing, water), jobsite and home office overhead or other expenses; vehicles and fuel used for work otherwise included in the Contract Documents; surveying; estimating; protection of work; handling and disposal fees; final cleanup; other incidental work; related warranties.

- F. For added or deducted Work by subcontractors, the Contractor shall furnish to M1W the subcontractor's signed detailed records of the cost of labor, material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors.
- G. For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to M1W a detailed record of the cost to the Contractor, signed by such vendor or supplier.
- H. Any change in the Work involving both additions and deletions shall indicate a net total cost, including subcontracts and materials. Allowance for overhead and profit, as specified herein, shall be applied if the net total cost is an increase in the Contract Price; overhead and profit allowances shall not be applied if the net total cost is a deduction to the Contract Price. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was executed.
- I. Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the change order for work. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. Contractor may not change or modify M1W's change order form in an attempt to reserve additional rights.
- J. No dispute, disagreement or failure of the parties to reach agreement on the terms of the change order shall relieve the Contractor from the obligation to proceed with performance of the changed work, including extra work, promptly and expeditiously.

23.3 Unilateral Change Orders.

If M1W disagrees with the proposal submitted by Contractor, it will notify the Contractor and M1W will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with M1W, a change order will be issued by M1W. If no agreement can be reached, M1W shall have the right to issue a unilateral change order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to M1W within fifteen (15) Days of the issuance of the unilateral change order, disputing the terms of the unilateral change order and providing sufficient supporting documentation for its position as M1W may reasonably require,.

ARTICLE 24. INDEMNIFICATION

To the fullest extent allowed by law, Contractor shall defend (with counsel of M1W's choosing), indemnify and hold M1W, its officials, officers, agents, employees, and representatives free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, arising out of or in connection with the performance of the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. To the fullest extent permitted by law, Contractor shall defend, at Contractor's own cost, expense and risk, with M1W's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against M1W, its officials, officers, agents, employees and representatives. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against M1W, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse M1W, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code Section 2782.

ARTICLE 25. RESOLUTION OF CONSTRUCTION CLAIMS

25.1 General.

In accordance with Public Contract Code Sections 20104 et seq. and other applicable law, public works claims of \$375,000 or less which arise between the Contractor and M1W shall be resolved under the following procedure unless M1W has elected to resolve the dispute pursuant to Public Contract Code Section 10240 et seq.

25.2 All Claims.

All claims shall be submitted in writing and accompanied by substantiating documentation. Claims must be filed on or before the date of final payment unless other notice requirements are provided in the contract. "Claim" means a separate demand by the Contractor for (1) a time extension, (2) payment of money or damages arising from work done by or on behalf of the Contractor and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled, or (3) an amount the payment of which is disputed by M1W.

25.3 Claims Under \$50,000.

M1W shall respond in writing to the claim within 45 days of receipt of the claim, or, M1W may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims M1W may have. If additional information is needed thereafter, it shall be provided promptly upon receipt of M1W's request. M1W's written response shall be submitted 15 days after receiving the additional documentation, or within the same period of time taken by the Contractor to produce the additional information, whichever is greater.

25.4 Claims over \$50,000 but less than or equal to \$375,000.

M1W shall respond in writing within 60 days of receipt, or, may request in writing within 30 days of receipt of the claim, any additional documents supporting the claim or relating to defenses or claims M1W may have against the Contractor. If additional information is needed thereafter, it shall be provided upon request. M1W's response shall be submitted within 30 days after receipt of the further documents, or within the same period of time taken by the Contractor to produce the additional information or documents, whichever is greater. Contractor shall make these records and documents available at all reasonable times, without any direct charge.

25.5 Claims in excess of \$375,000.

M1W shall respond in writing within a reasonable period of time to review and evaluate the Claim. M1W may request in writing any additional documents supporting the claim or relating to defenses or claims M1W may have against the claimant. Contractor shall make these records and documents available at all reasonable times, without any direct charge.

25.6 Claim Requirements.

Contractor shall submit the claim justification in the following format:

- A. Summary of claim merit and price, and Contract clause pursuant to which the claim is made.
- B. List of documents relating to claim
 - 1. Specifications
 - 2. Drawings
 - 3. Clarifications (Requests for Information)
 - 4. Schedules
 - 5. Other
 - 6. Chronology of events and correspondence
 - 7. Analysis of claim merit
 - 8. Analysis of claim cost
 - 9. Analysis of time impact analysis in CPM format
 - 10. Cover letter and certification of validity of the claim

25.7 Meet & Confer.

If the Contractor disputes M1W's response, or if M1W fails to respond within the statutory time period(s), the Contractor may so notify M1W within 15 days of the receipt of the response or the failure to respond, and demand an informal conference to meet and confer for settlement. Upon such demand, M1W shall schedule a meet and confer conference within 30 days.

25.8 Government Code Claim.

Contractor must comply with the claims filing procedures set forth in Government Code sections 900 et seq. for any claim or any portion thereof that remains in dispute after the meet and confer conference. For purposes of those provisions, the time within which a claim must be filed shall be tolled from the time the Contractor submits the written claim until the time the claim is denied, including any time utilized for the meet and confer conference. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against M1W.

25.9 Condition Precedent.

Submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by M1W, is a condition precedent to any action, proceeding, litigation, suit, general conditions claim, or demand for arbitration by Contractor.

ARTICLE 26. M1W'S RIGHT TO TERMINATE CONTRACT

26.1 Termination for Cause.

M1W may, without prejudice to any other right or remedy, serve a written Notice of Default upon Contractor, notifying the Contractor of M1W's intention to terminate this Contract in whole or in part if the Contractor: (i) refuses or fails to prosecute the Work or any part thereof with such diligence as will ensure its completion within the time required; (ii) fails to complete the Work within the required time; (iii) should file a bankruptcy petition or be adjudged bankrupt; (iv) makes a general assignment for the benefit of its creditors; (v) has a receiver appointed; (vi) refuses or fails to supply enough properly skilled workers or proper materials to complete the work; (vii) fails to make prompt payment to subcontractors or for material or labor; (viii) disregards Applicable Laws, ordinances, other requirements or instructions of M1W; or (ix) violates any of the provisions of the Contract Documents.

The notice of intent to terminate shall state the reasons for termination. Unless within five (5) Days after the service of such notice, Contractor resolves the circumstances giving rise to the Notice of Default to M1W's satisfaction, or makes arrangements (acceptable to M1W) for the required corrective action, this Contract shall terminate.

In such case, Contractor shall not be entitled to receive any further payment until the Project has been finished. M1W may take over and complete the Work by any method it may deem appropriate. Contractor and its surety shall be liable to M1W for any excess costs or other damages incurred by M1W to complete the Project. If M1W takes over the Work, M1W may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plant, and other property belonging to the Contractor as may be on the Project site.

26.2 Termination For Convenience.

In addition to its right to terminate this Contract for default, M1W may terminate the Contract, in whole or in part, at any time upon ten (10) Days written notice to the Contractor. The Notice of Termination shall specify that the termination is for the convenience of M1W, the extent of termination, and the effective date of such termination.

After receipt of Notice of Termination, and except as directed by M1W, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:

- A. Stop Work as specified in the Notice.
- B. Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
- C. Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
- D. Terminate all subcontracts and purchase orders to the extent that they relate to the portions of the Work terminated.
- E. Place no further subcontracts or orders, except as necessary to complete the remaining portion of the Work.
- F. Submit to M1W, within ten (10) Days from the effective date of the Notice of Termination, all of the documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of M1W's exercise of its right to terminate this Contract pursuant to this clause, which costs the Contractor is authorized under the Contract Documents to incur, shall: (i) be submitted to and received by M1W no later than thirty (30) Days after the Effective Date of the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs Occasioned by M1W's Termination for Convenience."

- G. M1W's total liability to Contractor by reason of the termination for convenience shall be limited to the total (without duplication of any items) of:
1. The reasonable cost to the Contractor for all Work performed prior to the effective date of the termination, determined in accordance with the Force Account provisions of Article 33, including the Work done to secure the Project for termination. Reasonable cost may not exceed the applicable percentage completion values derived from the progress schedule and the Cost Breakdown. Deductions shall be made for cost of materials to be retained by the Contractor, cost of Work defectively performed, amounts realized by sale of materials, and for other appropriate credits or offsets against cost of Work as allowed by the Contract Documents. Reasonable cost will include reasonable allowance for Project overhead and general administrative overhead.
 2. When, in M1W's opinion, the cost of any item of Work is excessively high due to costs incurred to remedy or replace defective or rejected Work, reasonable cost to be allowed will be the estimated reasonable cost of performing the Work in compliance with requirements of the Contract Documents and excessive actual cost shall be disallowed.
 3. A reasonable allowance for profit on cost of Work performed as determined in accordance with Article 33 provided that the Contractor establishes to M1W's satisfaction that the Contractor would have made a profit had the Project been completed, and provided further that the profit allowed shall not exceed five percent (5%) percent of the cost.
 4. Reasonable costs to the Contractor of handling material returned to vendors, delivered to M1W or otherwise disposed of as directed by M1W.
 5. A reasonable allowance for the Contractor's internal administrative costs in preparing termination claim.
 6. Reasonable demobilization costs, and reasonable payments made to Subcontractors or suppliers on account of termination.
- H. In no event shall M1W be liable for unreasonable costs incurred by the Contractor or subcontractors after receipt of a notice of termination. Such non-recoverable costs include, but are not limited to, the cost of or anticipated profits on Work not performed as of the date of termination, post-termination employee salaries, unreasonable post-termination administrative expenses, post-termination overhead or unabsorbed overhead, surety costs of any type, costs of preparing and submitting the Contractor's termination claim, attorney fees of any type, and all other costs relating to prosecution of a claim or lawsuit.
- I. These provisions are in addition to and not in limitation of any other rights or remedies available to M1W.

26.3 Savings Clause.

If M1W terminates Contractor for cause, and if it is later determined that the termination was wrongful, such default termination shall automatically be converted to and treated as a termination for convenience. In such event, Contractor shall be entitled to receive only the amounts payable under this section, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits.

26.4 Exception.

Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, M1W may immediately order Contractor to cease Work on the Project until such safety or liability issues are addressed to the satisfaction of M1W or the Contract is terminated.

ARTICLE 27. EXCESSIVE NOISE

27.1 Contractor shall use only such equipment on the work and in such state of repair so that the emission of sound therefrom is within the noise tolerance level of that equipment as established by CAL-OSHA.

27.2 Contractor shall comply with the most restrictive of the following: (1) local sound control and noise level rules, regulations and ordinances and (2) the requirements contained in these Contract Documents, including hours of operation requirements. No internal combustion engine shall be operated on the Project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage or be determined to be ineffective or defective, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment on the job or related to the job, including but not limited to, trucks, transit mixers or transit equipment that may or may not be owned by the Contractor.

ARTICLE 28. DOCUMENT RETENTION & EXAMINATION

28.1 In accordance with Government Code Section 8546.7, records of both M1W and the Contractor shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment.

28.2 Contractor shall make available to M1W any of the Contractor's other documents related to the Project immediately upon request of M1W.

28.3 In addition to the State Auditor rights above, M1W shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including electronic records, computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or

pricing data at no additional cost to M1W, for a period of four (4) years after final payment.

ARTICLE 29. LAWS AND REGULATIONS

- 29.1 Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified by their terms. References to specific laws, rules or regulations in this Contract are for reference purposes only, and shall not limit or affect the applicability of provisions not specifically mentioned. If Contractor observes that drawings and specifications are at variance therewith, he shall promptly notify M1W in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to M1W, he shall bear all costs arising therefrom.
- 29.2 Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA laws, rules, and regulations.
- 29.3 Contractor acknowledges and understands that, pursuant to Public Contract Code section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code section 2717(b) in order to supply mined material for this Contract.

ARTICLE 30. SEPARATE CONTRACTS

- 30.1 M1W reserves the right to let other contracts in connection with this Work or on the Project site. Contractor shall cooperate with and permit other contractors reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs.
- 30.2 To ensure proper execution of its subsequent Work, Contractor shall immediately inspect work already in place and shall at once report to M1W any problems with the work in place or discrepancies with the Contract Documents.
- 30.3 Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by M1W in prosecution of the Project to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, M1W shall decide which Contractor shall cease Work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. M1W shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Project site.

ARTICLE 31. ASSIGNMENT OF ANTITRUST ACTIONS

Pursuant to Section 7103.5 of the Public Contract Code, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to M1W all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (chapter 2 (commencing with Section 16700) of part 2 of division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this Contract or any subcontract. This assignment shall be made and become effective at the time M1W makes final payment to the Contractor, without further acknowledgment by the parties.

ARTICLE 32. PROHIBITED INTERESTS

No M1W official or representative who is authorized in such capacity and on behalf of M1W to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the project, shall be or become directly or indirectly interested financially in the Contract.

ARTICLE 33. NOTICE AND SERVICE THEREOF

All notices shall be in writing and either served by personal delivery or mailed to the other party as designated in the Bid Forms. Written notice to the Contractor shall be addressed to Contractor's principal place of business unless Contractor designates another address in writing for service of notice. Notice to M1W shall be addressed to M1W as designated in the Notice Inviting Bids unless M1W designates another address in writing for service of notice. Notice shall be effective upon receipt or five (5) Days after being sent by first class mail, whichever is earlier. Notice given by facsimile shall not be effective unless acknowledged in writing by the receiving party.

ARTICLE 34. NOTICE OF THIRD PARTY CLAIMS

Pursuant to Public Contract Code Section 9201, M1W shall provide Contractor with timely notification of the receipt of any third-party claim relating to the Contract.

ARTICLE 35. STATE LICENSE BOARD NOTICE

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

ARTICLE 36. OWNERSHIP OF DRAWINGS

All Contract Documents furnished by M1W are M1W property. They are not to be used by Contractor or any subcontractor on other work nor shall Contractor claim any right to such

documents. With exception of one complete set of Contract Documents, all documents shall be returned to M1W on request at completion of the Work.

ARTICLE 37. INTEGRATION

- 37.1 This Contract, together with its incorporated documents, contains the entire, integrated agreement of the parties hereto, and supersedes any and all other prior or contemporaneous negotiations, understandings and oral or written agreements between the parties hereto. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void.
- 37.2 Any modification of this Contract shall only be effective if in writing signed by all parties hereto.
- 37.3 No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.

ARTICLE 38. NOTICE OF TAXABLE POSSESSORY INTEREST

In accordance with Revenue and Taxation Code Section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Contractor will be responsible.

END OF GENERAL CONDITIONS

**SECTION 00750
SPECIAL CONDITIONS**

The Requirements and General Conditions contained in this document are to be incorporated into the purchase order (contract) issued for this work. With submission of a bid, each bidder is agreeing to accept these terms if awarded the contract. The Requirements and General Conditions stated herein shall prevail over the Terms and Conditions that normally accompany an MRWPCA purchase order, if any discrepancies are found between the two.

- A. If the Contract is awarded, the Owner will issue a Purchase Order to the within forty-five (45) calendar days after the opening of Bids. The Contractor shall submit all Insurance Certificates, Specific Site Safety Plan, prior to starting any work. OWNER reserves the right after opening Bids to reject any or all Bids, to waive any informality (non-responsiveness) in a Bid, or to make award to the lowest responsive, responsible Bidder and reject all other Bids, as it may best serve the interest of the OWNER.
- B. The Contractor shall be responsible for fulfilling the requirements of the California Construction Safety Orders in effect during this contract and in accordance with the attached Section 01950 – Safety and Health. The Contractor shall submit a copy of their company’s Specific Site Safety Plan and Safety Certification prior to starting work.
- C. The Contractor shall furnish any all plant, labor, services, material (other than materials to be provided by Owner as specified in the Scope of Work), tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary to perform this work including air monitoring, access, and all safety related equipment. The Agency will not provide any of the above.
- D. The Contractor is responsible for paying for and obtaining the necessary Monterey Bay Unified Air Pollution Control District permits that are needed to operate equipment used for this work.

**ATTACHMENT A
SAFETY FORMS**

FORM 1950-A

SAFETY CERTIFICATION FORM

I hereby certify that I/we are the designated Safety Supervisor(s) for the Contractor and that I am qualified through experience, knowledge, and capability to understand and implement the requirements of all federal and state OSHA safety standards, safety requirements provided in the Contract Documents, and those provided in the Contractor's Site Specific Safety Plan.

I also certify that I am aware that I have the responsibility for the safety of all persons, including Contractor and M1W while construction work is being performed and the safety of the Project site 24 hours a day, seven days a week during the course of the Project.

Contractor's Safety Supervisor:

Name: _____

Signature: _____ Date: _____

Contractor's Safety Supervisor:

Name: _____

Signature: _____ Date: _____

Contractor's Safety Officer

Name: _____

Signature: _____ Date: _____

I hereby acknowledge my responsibilities for safety as described in the Contract Documents and that I certify that the above individuals have the authority to direct all work effort during this project on behalf of the CONTRACTOR as necessary to comply with safety requirements, hazards, and emergencies.

Contractor's President/CEO:

Name: _____

Signature: _____ Date: _____

Firm/Company: Name _____

Address _____

Phone _____

FORM 1950-B
REQUEST TO BRING HAZARDOUS MATERIALS ON SITE

The following form must be completed by the Contractor for each hazardous material group; i.e., paints, solvents, fuels, adhesives, etc., that the Contractor proposes to bring to the work site and or M1W facility. This form and the complete MSDS for each hazardous material identified on the form are to be submitted along with the Site Specific Safety Plan in accordance with the Contract Documents. If not included as part of the original Project MSDS submittal, these documents are to be submitted to the M1W in the manner specified, no later than fifteen (15) days prior to the proposed date of delivery to any M1W facility. The M1W will review these documents for completeness and will discuss any concerns regarding the level of compatibility with existing hazardous materials used at the facility or degree of risk posed by the presence of these hazardous materials. Contractor will be responsible for the training of M1W staff for handling, storage, containment, clean-up, and hazard communication when extremely hazardous materials are being proposed for use.

Project Name: _____

Contractor's Name: _____

Submitted By: _____ Date: _____

Safety Officer / Supervisor

Location(s) where hazardous materials will be used:	Regional Treatment Plant: _____	Pump Stations: _____	Other: (describe below) _____
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Other location description: _____

Name of M1W's Facilities where Hazardous Materials are to be Delivered:

Hazardous Material Group being submitted: _____

Provide the following information: (attach additional sheets as needed)

1. List name(s) and quantity(s) in this hazardous material group proposed to be brought on site. Attach appropriate MSDS for each hazardous material listed.

2. Describe how and where the hazardous material(s) will be used.

3. Describe hazardous material storage protocol.

4. Describe spill containment and clean-up procedures. (A Spill Prevention Plan may be required as part of the Site Specific Safety Plan)

5. Give the estimated time period (dates) each hazardous material will be stored on site.

6. Give a general explanation of the safety measures to be followed by the Contractor in the use of these hazardous material(s).

7. Describe any secondary or incidental hazards M1W employees may be exposed to as a result of the Contractor's use of the material(s) including a listing of conditions that would create an extremely hazardous situation or condition; i.e., identification of chemicals, temperatures, etc., which would cause explosion or release of deadly gas.

8. Describe plans for removal and disposal of unused materials in compliance with applicable laws.

SECTION 01010
SCOPE OF WORK

General Description:

The existing wire between VFD #2 and pump #2 at the Reclamation Pump Station has deteriorated and needs to be replaced. Existing wire will be replaced with a continuous run of VFD cable.

The control cable for the pump protection for VFD #1, VFD #2 and VFD#3 is not currently shielded and is affected by electrical noise. The existing cable will be removed and replaced with shielded cable.

- Removal of existing 480VAC VFD power wire and low voltage control cable between the RPS Electrical Room and the RPS Pump Station (approximately 467 Feet). Existing runs to be removed consist of two runs of 3 conductor 350kcmil plus ground conductor and 3 runs of 12 conductor 14 AWG control cable.
- Once removed, existing 480VAC conduits will be mandreled and video inspected to ensure integrity.
- Installation of new VFD cable (owner supplied). Two 467' runs of 350 kcmil 3 conductor plus ground shielded single cable VFD cable.
- Installation of Three 467' runs of new 12 conductor 14 AWG shielded control cables(owner supplied).

The installation of new cable and wire will be done continuously without splices. Owner will supply cable and wire.