

## ON-CALL CONTRACT FOR GENERAL CONSTRUCTION SERVICES

THIS CONTRACT, No. \_\_\_\_\_, is made this \_\_\_\_ day of \_\_\_\_\_, 2024, in the County of San Diego, State of California, by and between Sweetwater Authority hereinafter called the "Authority", and \_\_\_\_\_, hereinafter called "Contractor". The Authority and Contractor may be collectively referred to as the "Parties" and individually as a "Party."

### RECITALS

1. The Authority is a public agency of the State of California and is in need of general construction services on an as-needed on-call basis.
2. Contractor has the necessary qualifications to provide such services and is a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification of contractor's license, for the work described in this Contract, and must maintain the license throughout the duration of the Contract:

#### **Class "A" – General Engineering Contractor**

3. The Parties desire to enter this On-Call Contract ("Contract") for the purpose of setting forth the terms and conditions upon which Contractor shall render certain services to the Authority.

NOW, THEREFORE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

### ARTICLE 1 — SCOPE OF WORK.

The Authority desires to engage Contractor on an on-call basis. To this end, the Authority will issue individual Task Orders which incorporate proposals submitted by Contractor more particularly describing the Work to be performed by Contractor during the term of this Contract ("Task Order"). The Contractor shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all the work required within the time stipulated in and in strict compliance with the Contract Documents and the Task Order(s) to be issued pursuant to this Contract. Contractor and its surety shall be liable to the Authority for any damages arising as a result of the Contractor's failure to comply with this obligation.

Tasks can include any construction work in furtherance of the Authority's mission as a water authority and can include but is not limited to:

- Pipeline relocation and/or installation, with pipes ranging in size from ¾-inch to 20 inches in diameter
- Service lateral and meter box relocations
- Fire Service Installations
- Maintenance work at both Sweetwater and Loveland Reservoirs and Dams
- Unscheduled water main leak repairs
- Specialty concrete work for water facilities infrastructure
- Grading operations

## **ON-CALL CONTRACT FOR GENERAL CONSTRUCTION SERVICES**

- Flood damage mitigation
- Large water tank cleaning and maintenance assistance
- Plumbing work
- Underground utility location work
- Water pump station maintenance, repairs, and modifications
- Basic underground and overhead electrical work
- Asphalt paving
- Concrete flatwork
- In-ground concrete structures

### **ARTICLE 2 — TASK ORDERS.**

The Authority may, from time to time, authorize certain work by issuing a Task Order to Contractor and the provisions of this Contract shall apply to all such Task Orders. The Task Order shall be in such form and content as set forth on Attachment "A" attached hereto and by this reference incorporated herein. Contractor shall not perform, and the Authority shall not be liable for any services performed by Contractor unless authorized in writing by the Authority. The cost and means of compensation for of such Task Order and any completion date that might be required thereby shall be mutually agreed upon in writing as set forth in each Task Order.

For non-emergency work, Contractor's work will be authorized via a scope of work and/or individual task orders. Upon request by the Authority for a specific task order, the Contractor shall prepare a task order proposal that describes the scope of work including individual tasks, schedule, project team members, expected deliverables, total price either lump sum or by line item with mobilization and demobilization as separate items, and any project-specific requirements or assumptions prior to commencement of work. Task order proposals shall be provided to the Authority within ten working days after request. The Contractor shall provide all labor, equipment, and materials necessary to complete the scope of services described in the executed Task Order (unless otherwise noted). The Authority will issue a written Notice to Proceed (NTP) to the Contractor for the specific Task Order. In no event shall work be performed exceeding the amount specified in the NTP, unless prior written authorization is provided by the Authority. As-needed tasks will be performance based and the Authority will be under no obligation if another contractor is utilized outside of the on-call contract due to cost, availability, identified technical need, or performance issues.

For emergency work Contractor shall mobilize labor, equipment and materials necessary for the emergency work within 24-hours of receiving written notice to proceed from the Authority's Engineering and Operations Department.

When emergency work warrants to proceed with work before a price can be agreed upon the Contractor shall be issued a Notice to Proceed with a not-to-exceed amount. The Contractor shall proceed with the work on a time, materials and equipment reimbursement basis.

Labor shall be at the DIR current prevailing wage rates plus surcharge mark-up.

## ON-CALL CONTRACT FOR GENERAL CONSTRUCTION SERVICES

Equipment shall be at the current Caltrans Rental Rates unless the equipment is rented, then at the rental rates plus mark-up.

Materials shall be at the invoiced price plus mark-up.

The overhead, which includes all costs not included in surcharge but not on-site superintendence, and profit markup for labor, materials and equipment for work by the Contractor shall be:

- |                        |     |
|------------------------|-----|
| a. Labor               | 20% |
| b. Materials           | 15% |
| c. Tools and equipment | 15% |

Labor surcharge consists of worker's compensation, social security, Medicare, federal unemployment, state unemployment, state mandated sick leave and state training taxes. The overall rate shall be established at the beginning of the contract through a submittal and review process and can be reviewed annually thereafter. The Contractor must cooperate with an internal audit to verify expenses if requested by the Authority.

On-site superintendent rate is \$ \_\_\_\_\_ per hour.

The Authority reserves the right to stop any work and demobilize Contractor at any time during the work process. In this case the Contractor will be compensated for mobilization and demobilization at the price indicated in the approved proposal regardless of the percentage of work completed.

### ARTICLE 3 — TIME FOR COMPLETION.

It is agreed that timely completion is of critical importance in completing this work and the time limit for the completion of the Work shall be determined as each Task Order is assigned to the Contractor. Contractor shall complete the Work identified in each Task Order in accordance with the schedule and timing requirements set forth in the Task Order.

### ARTICLE 4 — TERM OF CONTRACT.

The term of the Contract will be for one year with options to renew for four subsequent years on an annual basis, for a total potential Agreement duration of five years, at the Authority's discretion.

### ARTICLE 5 — CONTRACT PRICE.

The Authority agrees to pay, and the Contractor agrees to accept as full payment for the work agreed to be performed, the prices set forth in each Task Order, in the manner and with such additions or deductions as are provided for in this Contract. The aggregate amount of all Task Orders issued shall not exceed \$500,000 per year without prior approval of the Board of Directors.

### ARTICLE 6 — COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following:

- Request for Proposal, with Authority issued addenda
- Contractor Proposal in the form incorporated and attached to this Contract

## **ON-CALL CONTRACT FOR GENERAL CONSTRUCTION SERVICES**

Contractor's Certificate Regarding Workers' Compensation  
Contract

Performance Bond

Payment Bond

Executed Task Orders with Authority approved and executed change orders

General Conditions

Sweetwater Authority Standard Specifications for Construction of Water Facilities

Standard Specifications for Public Works Construction, latest edition ("Greenbook")  
(Excluding Sections 1-9 in their entirety)

Other public agency standard drawings and specifications as they may apply

Any other documents contained in referenced into the Contract

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

All 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. This Contract shall supersede any prior agreement of the Parties.

### **ARTICLE 7 — PROVISIONS REQUIRED BY LAW.**

Each and every provision of law required to be included in these Contract Documents and in relation to the work shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of the California Labor Code applicable to this Project.

### **ARTICLE 8 — INDEMNIFICATION.**

Contractor shall provide indemnification and defense to the Authority as set forth in the General Conditions.

### **ARTICLE 9 — PREVAILING WAGES.**

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the Authority's Engineering Department or may be obtained online at <http://www.dir.ca.gov/dslr> and which must be posted at the job site.

## ON-CALL CONTRACT FOR GENERAL CONSTRUCTION SERVICES

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

### SWEETWATER AUTHORITY

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

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

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

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

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

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

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

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

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

License No.: \_\_\_\_\_

(Corporate Seal)

**(ALL SIGNATURES MUST BE NOTARIZED AND CORPORATE SEALS AFFIXED, IF APPLICABLE)**

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Paula C.P. de Sousa  
Legal Counsel  
SWEETWATER AUTHORITY

**END OF CONTRACT**

ON-CALL CONTRACT FOR GENERAL CONSTRUCTION SERVICES

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 \_\_\_\_\_ before me, \_\_\_\_\_  
Date Here Insert Name and Title of the Officer

personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

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 \_\_\_\_\_  
Signature of Notary Public

Place Notary Seal Above

**NOTE:** This acknowledgment is to be completed for Contractor/Principal.

## PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, Sweetwater Authority (hereinafter referred to as the "Authority") has awarded to \_\_\_\_\_ (hereinafter referred to as the "Contractor") an ON-CALL CONTRACT FOR GENERAL CONSTRUCTION SERVICES (hereinafter referred to as the "Contract").

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

WHEREAS, pursuant to the Contract Documents, the Authority may award work as generally described in the Contract Documents for specific on call projects required by the Authority and as shall be set forth in task orders to be executed by the Contractor and Authority ("Task Orders") pursuant to the terms of the Contract Documents (each, a "Project"); 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, including all Task Orders for Projects as may be issued pursuant to the 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 the Authority in the sum of two hundred and fifty thousand dollars, (\$250,000), 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 including all Task Orders issued pursuant thereto 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 the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the Authority, 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 above obligation shall hold good for a period of one (1) year after the acceptance of the work by the Authority, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Authority 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 the Authority's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

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

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents, including the relevant Task Order; or
- (2) Obtain a Bid or Bids for completing the Project in accordance with all terms and conditions in the Contract Documents including the relevant Task Order and upon determination by Surety of the lowest responsive and responsible Bidder, arrange for a Contract between such Bidder, the Surety and the Authority, 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 the Authority under the Contract and any modification thereto, less any amount previously paid by the Authority to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the Authority 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 the Authority under the Contract and any modification thereto, less any amount previously paid by the Authority to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the Authority 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 the Authority, when declaring the Contractor in default, notifies Surety of the Authority'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, any Task Order issued pursuant thereto or to any 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, any Task Order or to any Project.

**[CONTINUED ON FOLLOWING PAGE]**



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

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_  
(Attach Acknowledgment Form)

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact  
(Attach Attorney-in-Fact Certificate)

Title \_\_\_\_\_

(Corporate Seal)

*Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority 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 IS A REQUIRED FORM**

Any claims under this bond may be addressed to:

(Name, Address and Telephone number of Surety) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 \_\_\_\_\_ before me, \_\_\_\_\_  
*Date Here Insert Name and Title of the Officer*

personally appeared \_\_\_\_\_  
*Name(s) of Signer(s)*

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 \_\_\_\_\_  
*Signature of Notary Public*

Place Notary Seal Above

**NOTE:** This acknowledgment is to be completed for Contractor/Principal.

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personally appeared \_\_\_\_\_  
*Name(s) of Signer(s)*

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WITNESS my hand and official seal.

Signature \_\_\_\_\_  
*Signature of Notary Public*

Place Notary Seal Above

**NOTE:** This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

**END OF PERFORMANCE BOND**

## **PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS that:

WHEREAS, Sweetwater Authority (hereinafter designated as the "Authority"), by action taken or a resolution passed \_\_\_\_\_ has awarded to \_\_\_\_\_ hereinafter designated as the "Principal," a contract for the work described as follows: ON-CALL CONTRACT FOR GENERAL CONSTRUCTION SERVICES(the "Contract"); and

WHEREAS, said Principal is required to furnish a bond in connection with said Contract; 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 the Authority in the penal sum two hundred and fifty thousand dollars (\$250,000) 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, 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 or its 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 the Authority 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, 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, 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 the Authority 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 or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

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

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Attach Acknowledgment Form)

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Attorney-in-Fact  
(Attach Attorney-in-Fact Certificate)

Title \_\_\_\_\_

(Corporate Seal)

*Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.*

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_  
*Date Here Insert Name and Title of the Officer*

personally appeared \_\_\_\_\_  
*Name(s) of Signer(s)*

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 \_\_\_\_\_  
*Signature of Notary Public*

Place Notary Seal Above

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County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_  
*Date Here Insert Name and Title of the Officer*

personally appeared \_\_\_\_\_  
*Name(s) of Signer(s)*

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 \_\_\_\_\_  
*Signature of Notary Public*

Place Notary Seal Above

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**END OF PAYMENT BOND**

## GENERAL CONDITIONS

### ARTICLE 1. DEFINITIONS

- a. Acceptable, Acceptance or words of similar import shall be understood to be the acceptance of the Engineer and/or the Authority.
- b. Act of God is an earthquake in excess of a magnitude of 3.5 on the Richter scale and tidal waves.
- c. Approval means written authorization by Engineer and/or the Authority.
- d. Authority means Sweetwater Authority.
- e. Contract Documents includes all documents as stated in the Contract.
- f. The Authority and Contractor are those stated in the Contract. The terms the Authority and Owner may be used interchangeably.
- g. Day shall mean calendar day unless otherwise specifically designated.
- h. Engineer shall mean the Director of Engineering, or his or her designee, of the Sweetwater Authority, acting either directly or through properly authorized agents, such as agents acting within the scope of the particular duties entrusted to them. Also sometimes referred to as “the Authority’s Representative” or “Representative” in the Contract Documents.
- i. Equal, Equivalent, Satisfactory, Directed, Designated, Selected, As Required and similar words shall mean the written approval, selection, satisfaction, direction, or similar action of the Engineer and/or the Authority.
- j. 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 the Engineer and/or the Authority is intended, unless stated otherwise.
- k. Install means the complete installation of any item, equipment or material.
- l. 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.
- m. Perform shall mean that the Contractor, at Contractor’s expense, shall take all actions necessary to complete the Work for the Project, including furnishing of necessary labor, tools, and equipment, and providing and installing Materials that are indicated, specified, or required to complete such performance.
- n. Project is the project planned by the Authority as provided in each Task Order (each a “Project” hereunder), and to be completed in accordance with the Contract Documents.
- o. Provide shall include provide, complete in place, that is furnish, install, test and make ready for use.
- p. Recyclable Waste Materials shall mean materials removed from the Project site which are required to be diverted to a recycling center rather than an area landfill.



Recyclable Waste Materials include asphalt, concrete, brick, concrete block, and rock.

- q. Specifications means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the work. The Work shall be done in accordance with the Sweetwater Authority Standard Specifications for Construction of Water Facilities (for purposes of this definition "Authority Standard Specifications") and the Standard Specifications for Public Works Construction ("Greenbook") Current Edition including all current supplements, addenda, and revisions thereof (with the exception of sections 1-9 of the Greenbook which are specifically excluded from incorporation into these Contract Documents). In the case of conflict between Authority Standard Specifications and the Greenbook, the Authority Standard Specification shall prevail. Further, In the case of conflict between the Greenbook and the Contract Documents, the Contract Documents shall prevail.
- r. Work shall mean that which is proposed to be constructed or done under a Task Order issued pursuant to and to be completed in accordance with the Contract Documents, including the furnishing of all labor, equipment, materials and services incorporated in, or to be incorporated in the Project covered by a Task Order.

## ARTICLE 2. CONTRACT DOCUMENTS

- 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 documents are in conflict, the Contractor shall promptly notify the Engineer in writing. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:
  - 1. Executed Task Orders
  - 2. Contract
  - 3. General Conditions
  - 4. Contractor's Bid Forms
  - 5. Sweetwater Authority Standard Specifications for Construction of Water Facilities
  - 6. Greenbook
  - 7. Standard Drawings
  - 8. Reference Documents

With reference to the Drawings, the order of precedence shall be as follows:

- 1. Figures govern over scaled dimensions
  - 2. Detail drawings govern over general drawings
  - 3. Addenda or Change Order drawings govern over Contract Drawings
  - 4. Contract Drawings govern over Standard Drawings
  - 5. Contract Drawings govern over Shop Drawings
- 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 Project Work among subcontractors or in establishing the extent of Work to be performed by any trade.

### ARTICLE 3. DETAIL DRAWINGS AND INSTRUCTIONS

- a. **Examination of Contract Documents.** Before commencing any portion of the Work, Contractor shall again carefully examine all applicable Contract Documents, the Project site and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify the Engineer of any potential error, inconsistency, ambiguity, conflict or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any subcontractor proceed with Work if uncertain as to the applicable requirements.
- b. **Additional Instructions.** After notification of any error, inconsistency, ambiguity, conflict or lack of detail or explanation, the Engineer will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work.
- c. **Quality of Parts, Construction and Finish.** All parts of the Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish. In no case shall Contractor proceed with the Work without obtaining first from the Engineer such Approval may be necessary for the proper performance of Work.
- d. **Contractor's Variation from Contract Document Requirements.** If it is found that the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all applicable laws, ordinances, rules and regulations, the Engineer may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's expense.

### ARTICLE 4. EXISTENCE OF UTILITIES AT THE WORK SITE

- a. The Authority has endeavored to determine the existence of utilities at the Project site from the records of the owners of known utilities in the vicinity of the Project. The positions of these utilities as derived from such records are shown on the Plans.
- b. Unless indicated otherwise on the Plans, no excavations were made to verify the locations shown for underground utilities. The service connections to utilities other than water are not shown on the Plans. Water service connections may be shown on the Plans showing general locations of such connections. It shall be the responsibility of the Contractor to determine the exact location of all service connections. The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing Work which could result in damage to such utilities. The Contractor

shall immediately notify the Authority in writing of any utility discovered in a different position than shown on the Plans or which is not shown on the Plans.

- c. If applicable, all water meters, water valves, fire hydrants, electrical utility vaults, telephone vaults, gas utility valves, and other subsurface structures shall be relocated or adjusted to final grade by the Contractor. Locations of existing utilities shown on the Plans are approximate and may not be complete. The Contractor shall be responsible for coordinating its Work with all utility companies during the construction of the Work.
- d. Notwithstanding the above, pursuant to section 4215 of the Government Code, the Authority has the responsibility to identify, with reasonable accuracy, main or trunkline facilities on the plans and specifications. In the event that main or trunkline facilities are not identified with reasonable accuracy in the plans and specifications made a part of the invitation for Bids, the Authority shall assume the responsibility for their timely removal, relocation, or protection.
- e. Contractor, except in an emergency, shall contact the appropriate regional notification center, Southern California Underground Service Alert at 811 or 1-800-227-2600 or on-line at [www.digalert.org](http://www.digalert.org) at least two working days prior to commencing any excavation if the excavation will be performed in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the Authority, and obtain an inquiry identification number from that notification center. No excavation shall be commenced or carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the Authority has been given the identification number by the Contractor.

## **ARTICLE 5. SUBMITTALS**

- a. Contractor shall furnish to the Engineer 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 Contract Documents. The log shall indicate whether samples will be provided in accordance with other provisions of this Contract.
- b. Contractor will provide samples and submittals, together with catalogs and supporting data required by the Engineer, to the Engineer within a reasonable time period to provide for adequate review and avoid delays in the Work.
- c. These requirements shall not authorize any extension of time for performance of this Contract. Engineer will check and approve such samples, but only for conformance with design concept of the Work and for compliance with information given in the Contract Documents. Work shall be in accordance with approved samples and submittals.

## **ARTICLE 6. MATERIALS**

- a. 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 the Work within specified time.

- b. 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.
- c. 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.
- d. No materials, supplies, or equipment for the Work 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 the Authority free from any claims, liens, or charges.
- e. Materials may be stored on the Project site at the Contractor's risk and in such manner so as not to interfere with any operations of the Authority or any independent contractor.
- f. Before ordering any materials or doing any Work, Contractor shall verify all measurements, dimensions, elevations, and quantities. No extra charge or compensation over and above payment for the actual quantities of the various items of Work at the respective prices, including unit prices, if any, set out in the Bid Form, therefore will be allowed because of differences between actual measurements, dimension, elevations and quantities and those indicated on the Plans and in the Specifications.

## **ARTICLE 7. CONTRACTOR'S SUPERVISION**

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

## **ARTICLE 8. WORKERS**

- a. 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.
- b. Any person in the employ of the Contractor whom the Authority may deem incompetent or unfit shall be dismissed from the Work and shall not be employed on this Project except with the written Approval of the Authority.

## **ARTICLE 9. SUBCONTRACTORS**

- a. 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 the Authority 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 the Authority.

- b. The Authority reserves the right to Approve all subcontractors. The Authority's Approval of any subcontractor under this Contract shall not in any way relieve Contractor of its obligations in the Contract Documents.

## **ARTICLE 10. PERMITS AND LICENSES**

Authority will obtain the necessary encroachment permits for work within the public rights-of-way. Contractor shall obtain all other necessary permits and licenses for the construction of the Project, shall pay all fees required by law and shall comply with all laws, ordinances, rules and regulations relating to the Work and to the preservation of public health and safety. Before acceptance of the Project, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to the Authority.

## **ARTICLE 11. TRENCHES**

- a. Trenches Five Feet or More in Depth. The Contractor shall submit to the Authority, 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, the plan shall be prepared by a California 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.
- b. Excavations Deeper than Four Feet. If the Work involves excavating trenches or other excavations that extend deeper than four feet below the surface, Contractor shall promptly, and before the excavation is further disturbed, notify the Authority in writing of any of the following conditions:
  - 1. 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.
  - 2. Subsurface or latent physical conditions at the site differing from those indicated.
  - 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The Authority 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 the Authority 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.

#### **ARTICLE 12. TRAFFIC CONTROL**

- a. All warning signs and safety devices used by the Contractor to perform the work shall conform to the requirements contained in the State of California, Department of Transportation's current edition of "Manual of Traffic Controls for Construction and Maintenance Work Zones." The Contractor shall also be responsible for all traffic control required by the agency having jurisdiction over the project on the intersecting streets. Contractor must submit a traffic control plan to the agency having jurisdiction over the project for approval prior to starting work.
- b. The Contractor's representative on the site responsible for traffic control shall produce evidence that he/she has completed training acceptable to the California Department of Transportation for safety through construction zones. All of the streets in which the Work will occur shall remain open to traffic and one lane of traffic maintained at all times unless otherwise directed by the agency of jurisdiction. Businesses and residences adjacent to the work shall be notified forty-eight (48) hours in advance of closing of driveways. The Contractor shall make every effort to minimize the amount of public parking temporarily eliminated due to construction in areas fronting businesses. No stockpiles of pipe or other material will be allowed in public right-of-way after working hours unless otherwise approved by the Engineer and shown on the approved traffic control plan.
- c. Steel plates for trench cover are considered part of traffic control and shall conform the requirements of the municipal agency in which the work is performed.

#### **ARTICLE 13. DIVERSION OF RECYCLABLE WASTE MATERIALS**

Contractor shall comply with all applicable local codes and ordinances regarding the diversion of recyclable waste materials. Contractor will be required to submit weight tickets and written proof of any required diversion of recyclable waste materials with its monthly progress payment requests. Contractor shall complete and execute any certification forms required by the Authority 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 which have not been rendered harmless at the Project site, the Contractor shall immediately stop work at the affected Project site and shall report the condition to the Authority in writing. The Authority shall contract for any services required to directly remove and/or abate PCBs and other toxic wastes and hazardous materials, if required by the Project site(s), 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 the Authority 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.

## **ARTICLE 16. COMPLIANCE WITH STATE STORM WATER PERMIT**

- a. Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Work. The Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.
- b. Contractor shall comply with all aspects of the State Water Resources Control Board (State Board) Water Quality Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction Activity, NPDES Permit No. CAS000002 (Construction General Permit) or any amendment, renewal or reissuance thereof, for all projects that involve construction on or disturbance of one acre or more of land or which are part of a larger common area of development.
- c. It shall be Contractor's responsibility to evaluate and include in the Contract amount the cost of procuring coverage under the Construction General Permit, preparing a Storm Water Pollution Prevention Plan (SWPPP) that is acceptable to the Authority, if required, and complying with the SWPPP and any revisions to the SWPPP that become necessary during the course of construction.
- d. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all provisions of applicable ordinances regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority.
- e. The Authority may require Contractor to file the Notice of Intent (NOI) and obtain coverage for the Project under the Construction General Permit on behalf of the Authority. This may include filing all necessary documentation including Permit Registration Documents (PRDs) through the State Board's Stormwater Multiple Applications and Report Tracking System (SMARTS); preparing and implementing a SWPPP for the Project site; implementing all monitoring and reporting requirements required by the Construction General Permit; and providing a Qualified SWPPP Developer ("QSD") and Qualified SWPPP Practitioner ("QSP"), as necessary for all Work site activities, including but not limited to preparation and submittal of all reports, plans, inspections, and monitoring information in compliance with the Construction General Permit; and coordinating all submittals with the Authority's Legally Responsible Person and/or Authorized Signatory as those terms are defined in the Construction General Permit. The Authority retains the right to develop its own SWPPP and/or PRDs for the Project site, and in the alternative may require Contractor to adopt and implement portions of or the entire

Authority-developed SWPPP. Specific requirements for the Project shall be set forth in the Special Conditions. Contractor shall include all costs of compliance with specified requirements in the Contract amount.

- f. Before any NOI, SWPPP, PRDs or other Construction General Permit related document may be submitted to the State Board, Regional Water Quality Control Board, or may be implemented on the Project site, it must first be reviewed and approved by the Authority.
- g. The Authority retains the right to procure and maintain coverage under the Construction General Permit for the Project site if the Contractor fails to draft a satisfactory NOI, SWPPP, or other PRDs or fails to proceed in a manner that is satisfactory to the Authority. Any costs incurred by the Authority in procuring and maintaining coverage under the Construction General Permit, or drafting an NOI or SWPPP in the event that Contractor is unwilling or unable to maintain compliance or draft satisfactory permit related documents, shall be paid by the Contractor.
- h. Contractor shall be responsible for maintaining compliance with all aspects of the Construction General Permit during the course of the Project. Contractor shall provide copies of all reports and monitoring information to the Authority's Representative. If the Contractor has failed or is unable to maintain compliance with the Construction General Permit, the Authority reserves the right to implement its own SWPPP at the Project site and hire additional contractors to maintain compliance. Whether Contractor has adequately maintained compliance with the Construction General Permit shall be the Authority's sole determination. In the event that Contractor has failed or is unable to maintain compliance with the Construction General Permit, any costs incurred by the Authority in drafting and implementing a SWPPP, or otherwise maintaining compliance with the Construction General Permit shall be paid by the Contractor.
- i. In addition to compliance with the Construction General Permit, Contractor shall comply with the lawful requirements of any applicable municipality, the Authority, drainage district, and other local agencies regarding discharges of storm water to the storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.
- j. Failure to comply with the Construction General Permit is a violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless the Authority, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the Authority, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Construction General Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the Authority, its officials, officers, agents, employees or authorized volunteers. The Authority may seek damages from Contractor for delay in completing the Work in accordance with the Contract Documents, caused by Contractor's failure to comply with the Construction General Permit, any laws, regulations and policies described in this Article 23, or any other relevant water quality law, regulation, or policy.
- k. The Authority reserves the right to defend any enforcement action or civil action brought against the Authority for Contractor's failure to comply with any applicable



water quality law, regulation, or policy. Contractor hereby agrees to be bound by, and to reimburse the Authority for the costs associated with, any settlement reached between the Authority and any relevant enforcement entity.

- I. The State Board has adopted Statewide General Permit Order WQ 2014-0194-DWQ, which became effective on January 1, 2016, and covers public drinking water system discharges to Waters of the U.S. The procedure for monitoring and reporting (MRP) requirements established for this permit are provided in Section 18 and Attachment E of Sweetwater Authority's Standard Specifications for the Construction of Water Facilities. The Contractor shall perform all potable water discharges and monitoring in accordance with Sweetwater Authority requirements and General Permit Order WQ 2014-0194-DWQ. Notwithstanding any other notice requirements, the Contractor shall provide a minimum notice of 48 hours to Sweetwater Authority prior to performing any discharges. For each discharge performed, the Contractor shall complete a "Potable Water Discharge Record" form, included as Appendix 4 of Specification 00780, and provide the completed form to Sweetwater Authority within 24 hours of the discharge.

#### **ARTICLE 17. CLEANING UP**

- a. The Contractor shall be responsible for cleaning the site on a regular and daily basis for control of dust, dirt, and debris. The use of water, resulting in mud on streets, will not be permitted as substitute for sweeping or other methods. Dust control may require having a water truck onsite for the duration of the project, and/or use of temporary hoses and pipelines to convey water.
- b. Contractor shall fully clean up the site at the completion of the Work each day. If the Contractor fails to maintain the Work Site or fails to clean up the Work upon request by the Authority, the Authority may do so and all costs associated with such maintenance or clean up shall be charged back to the Contractor. At the Authority's discretion, back-charges may be offset by payments due to the Contractor or by direct payment from Contractor to the Authority.

#### **ARTICLE 18. LAYOUT AND FIELD ENGINEERING**

All field engineering required for laying out the Work and establishing grades for earthwork operations shall be furnished by the Contractor and the cost of which shall be included in the task order, and if not specifically identified in the task order then it shall be considered included in the mark up for overhead on all items charged to the project.

#### **ARTICLE 19. EXCESSIVE NOISE**

- a. The 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.
- b. The 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 20. TESTS AND INSPECTIONS**

- a. If the Contract Documents, the Engineer, or any instructions, laws, ordinances, or public authority require any part of the Work to be tested or Approved, Contractor shall provide the Engineer at least two (2) working days' notice of its readiness for observation or inspection. If inspection is by a public authority other than the Authority, Contractor shall promptly inform the Authority of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for the Authority testing, and the Authority inspection shall be paid by the Authority. Costs of tests for Work found not to be in compliance shall be paid by the Contractor.
- b. If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of the testing at the Contractor's cost in compliance with the Contract Documents.
- c. Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by the Authority, and not by Contractor. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.
- d. In advance of manufacture of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify the Authority so that the Authority may arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into the Work.
- e. If the manufacture of materials to be inspected or tested will occur in a plant or location outside the geographic limits of the Authority, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required per diem.
- f. Reexamination of Work may be ordered by the Authority. If so ordered, Work must be uncovered or deconstructed by Contractor. If Work is found to be in accordance with the Contract Documents, the Authority shall pay the costs of reexamination and reconstruction. If such work is found not to be in accordance with the Contract Documents, Contractor shall pay all associated costs for the work and inspection.

## **ARTICLE 21. PROTECTION OF WORK AND PROPERTY**

- a. The Contractor shall be responsible for all damages to persons or property that occur as a result of 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 the Authority. All Work shall be solely at the Contractor's risk.

Contractor shall adequately protect adjacent property from settlement or loss of lateral support as necessary. 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.

- b. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act to prevent such threatened loss or injury; and Contractor shall so act, without appeal, if so authorized or instructed by the Engineer or the Authority. Any compensation claimed by Contractor on account of emergency work shall be determined by and agreed upon by the Authority and the Contractor.
- c. All traffic detector loops, fences, walls, culverts, property line monuments, or other obstructions (except property line monuments within five (5) feet of the centerline of the mains) which are removed, damaged, or destroyed in the course of the Work, shall be replaced or repaired to original condition and to the satisfaction of the Authority, by and at the expense of the Contractor, whether or not those obstructions have been shown on the Plans, unless otherwise stated herein. It is the Contractor's responsibility to employ at its expense a Licensed Land Surveyor to restore all property line monuments located more than five (5) feet from the centerline of the mains, which are destroyed or obliterated. Property line monuments located within five (5) feet of the centerline of the mains will be replaced by the Authority at no expense to the Contractor, provided the Authority is notified at least 48 hours before the property line monuments are damaged.
- d. 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.
- e. 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:
  - 1. Enclose the working area with a substantial barricade and arrange work to cause minimum amount of inconvenience and danger to the public.
  - 2. Provide substantial barricades around any shrubs or trees indicated to be preserved.
  - 3. Deliver materials to the Project site over a route approved by the Engineer.
  - 4. Provide any and all dust control required and follow the Applicable air quality regulations as appropriate. If the Contractor does not comply, the Authority shall have the immediate authority to provide dust control and deduct the cost from payments to the Contractor.
  - 5. Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of the Engineer. Contractor shall not unreasonably encumber the Project site with its materials.

6. Contractor shall comply with Business and Professions Code §8771 and Greenbook section 2-9 Surveying as to the preservation of survey monuments. Failure to comply may result in criminal prosecution and fines. Contractor shall hold harmless and indemnify the Authority with the duty to defend as required herein for failure to comply with these requirements.
  7. 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 the Authority.
  8. 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.
  9. At the completion of work each day, leave the Project site in a clean, safe condition.
  10. Comply with any stage construction and traffic handling plans. Access to residences and businesses shall be maintained at all times.
- f. 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 items of Work, and there shall be no additional compensation due.
  - g. Should damage to persons or property occur as a result of the Work, Contractor shall be responsible for proper investigation, documentation, including video or photography, to adequately memorialize and make a record of what transpired. the Authority shall be entitled to inspect and copy any such documentation, video, or photographs.

## **ARTICLE 22. CONTRACTOR'S 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 deviate from commonly used industry standards without prior written approval of the Authority.

## **ARTICLE 23. AUTHORIZED REPRESENTATIVES**

The Authority shall designate representatives, who shall have the right to be present at the Project site at all times. The Authority 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 that are not pursuant to an approved written change order, field directive or other applicable written approval. 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 24. 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 the Authority, 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. Work shall be accomplished on a regularly scheduled eight (8) hour per day work shift basis, Monday through Friday, between the hours of 8:00 a.m. and 4:00 p.m. unless restricted by traffic control requirements. Should the Contractor desire to work other than these hours, a written notice shall be submitted to the Engineer for review and Approval at least three (3) business days in advance of requested time change. These hours may be limited or changed by the approved traffic control plan from the governing municipal agency if the stated hours of operation are not an option due to site specific circumstances.
- 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 8:00 a.m. to 4:00 p.m., Monday through Friday, with no Work allowed on the Authority-observed holidays, unless otherwise Approved by the Engineer:
  - 1. Powered Vehicles
  - 2. Construction Equipment
  - 3. Loading and Unloading Vehicles
  - 4. Domestic Power Tools

## **ARTICLE 25. 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 the Authority. 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 DIR.

- d. Unless submitted electronically, 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 the Authority, forfeit One Hundred Dollars (\$100) 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.

## **ARTICLE 26. 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 Contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at [www.dir.ca.gov](http://www.dir.ca.gov). In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages at the Authority. 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 the Authority, 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 the Authority 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.

## **ARTICLE 27. 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.

## **ARTICLE 28. CONTRACTOR AND SUBCONTRACTOR REGISTRATION**

Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its subcontractors must be registered with the Department of Industrial Relations ("DIR") at the time of the bid. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code sections 1725.5 and 1771.1.

## **ARTICLE 29. LABOR COMPLIANCE; STOP ORDERS**

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the DIR against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the Authority. Contractor shall defend, indemnify and hold the Authority, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Contractor or any subcontractor.

## **ARTICLE 30. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY**

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 ensure 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.

## **ARTICLE 31. LABOR/EMPLOYMENT SAFETY**

The Contractor shall maintain emergency first aid treatment for its 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.

## **ARTICLE 32. WORKERS' COMPENSATION INSURANCE**

Coverage for Workers' Compensation shall be at least as broad and/or be endorsed to include the following:

- a. The Contractor shall provide, during the life of this Contract, and for a minimum of twenty-four (24) months following the date of the Project completion, workers' compensation insurance for all of the employees engaged in Work under this Contract, on or at the Project site, and, in case any of sublet Work, the Contractor shall require each subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance.
- b. In case any class of employees engaged in work under this Contract, on or at the Project site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected.
- c. The Contractor is required to secure payment of compensation to his employees in accordance with the provisions of Section 3700 of the Labor Code. The Contractor shall file with the Authority certificates of its insurance protecting workers and shall provide certificates at any time upon request. Company or companies providing insurance coverage shall be acceptable to the Authority, if in the form and coverage as set forth in the Contract Documents.
- d. Contractor shall assume the immediate defense of and indemnify and save harmless the Authority, the Board, and each member of the Board, its officers, employees, agents, and consultants from all claims, loss, damage, injury, and liability of every kind, nature, and description brought by any person employed or used by Contractor, or any subcontractor, to perform the Work under this contract regardless of responsibility or negligence. Each party indemnified and held harmless has the right to select legal counsel to be provided by Contractor. Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in the favor of the Authority for all work performed by the Contractor, its employees, agents and subcontractors.

## **ARTICLE 33. EMPLOYER'S LIABILITY INSURANCE**

Contractor shall provide during the life of this Contract, including the warranty period, Employer's Liability Insurance, including Occupational Disease, in at least the amount listed in ARTICLE 37 below, per person per accident. Contractor shall provide the Authority 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 the Authority.



## ARTICLE 34. COMMERCIAL GENERAL LIABILITY INSURANCE

The Contractor shall provide and maintain the following Commercial General Liability insurance during the performance of all Work under this Contract, including the warranty period, and for a minimum of twenty-four (24) months following the date of the Project completion and acceptance by the Authority, at its sole expense in amounts not less than specified in ARTICLE 37 below, liability insurance in a form and with insurance companies acceptable to the Authority:

- a. Coverage - Coverage for Commercial General Liability insurance shall be at least as broad as the following:
  1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
  2. Insurance Service Office (ISO) Excess Liability (if necessary)
- b. Required Provisions - The Commercial General Liability, and any Excess Liability policies shall comply with all requirement of this Article and are to contain, or be endorsed to contain, the following provisions:
  1. The Authority its Board and each member of the Board, its officers, employees, agents, and the Authority's designated volunteers are to be given insured status at least as broad as ISO endorsement CG 2010 11 85; or both CG 20 10 10 01 and CG 20 37 04 13 (or the CG 20 10 04 13 (or earlier edition date) specifically naming all of the Authority parties required in this Contract, or using language that states "as required by contract").
  2. All Subcontractors hired by Contractor must also have the same forms or coverage at least as broad; as respects (via CG 20 38 04 13): liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Authority its Board and each member of the Board, its officers, employees, agents, and the Authority's designated volunteers.
  3. 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 39); or cross liability for claims or suits against one insured against another.
  4. It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, and the Authority insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory using the ISO endorsement CG 20 01 04 13 or coverage at least as broad.
  5. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Authority its Board and each member of the Board, its officers, employees, agents, and the Authority's designated volunteers.

6. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  7. Policy limits shall not be less than the minimum limits described in ARTICLE 37 below. The limits of insurance required by this Contract may be satisfied by a combination of primary, and umbrella or excess insurance. Each umbrella or excess policy shall follow the same provisions as the primary policy.
  8. Each insurance policy required by this Article shall provide that coverage shall not be canceled, except with notice to the Authority.
  9. Such liability insurance shall indemnify the Contractor and his/her sub-contractors against loss from liability imposed by law upon, or assumed under contract by, the Contractor or his/her sub-contractors for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.
  10. The Commercial General Liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, underground excavation, and removal of lateral support.
  11. All of the insurance required by this Article shall comply with the provisions of the Contract documents be provided on policy forms and through companies satisfactory to the Authority.
- c. Such insurance shall comply with the provisions of ARTICLE 37 below.
  - d. For any claims related to this Project, Contractor's insurance shall be primary insurance as respects the Authority, its directors, officers, employees and representatives. Any insurance, self-insurance, or other coverage maintained by the Authority, its directors, officers, employees, or authorized representatives will not add to it.

## **ARTICLE 35. AUTOMOBILE LIABILITY INSURANCE**

Contractor shall take out and maintain at all times during the term of this Contract, including the warranty period, at its sole expense, Automobile Liability Insurance at least as broad as ISO CA 00 01 (covering Symbol 1—Any Auto) in the amount of not less than the minimum limits described in ARTICLE 37 below. Such insurance shall provide coverage for bodily injury and property damage including coverage with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, non-owned, leased, hired or borrowed by Contractor or for which Contractor is responsible, in a form and with insurance companies acceptable to the Authority. All policies of automobile insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Such insurance shall comply with the provisions of ARTICLE 37 below.

- a. Required Provisions - The Commercial General Liability, and any Excess Liability policies shall comply with all requirements of this Article and are to contain, or be endorsed to contain, the following provisions:
  1. The Authority its Board and each member of the Board, its officers, employees, agents, and the Authority's designated volunteers are to be

given insured status through specifically naming all of the Authority parties required in this Contract or using language that states "as required by contract").

2. It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies and endorsements shall so covenant and shall be construed as primary, and the Authority's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
3. Additionally, it is understood and agreed to by the parties hereto and the insurance company(s) that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Each insurance policy required by this Article shall provide that coverage shall not be canceled, except with notice to the Authority.

#### **ARTICLE 36. MINIMUM POLICY LIMITS REQUIRED**

- a. Contractor shall maintain limits no less than the following:

| <u>Type</u>                  | <u>Combined Single Limit</u>  |
|------------------------------|---|
| Commercial General Liability | \$5,000,000 per occurrence/<br>\$10,000,000 aggregate for bodily<br>injury, personal injury, and property<br>damage |
| Automobile Liability         | \$1,000,000 per accident for bodily<br>injury and property damage   |
| Workers' Compensation        | Statutory Limits  |
| Employer's Liability         | \$1,000,000 per employee  |

- b. If Contractor maintains higher limits than the minimums shown above, the Authority requires and shall be entitled to coverage for the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

#### **ARTICLE 37. 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, and maintain an agent for process within the state, unless waived, in writing, by the Authority Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:-VII.
- b. Insurance deductibles or self-insured retentions must be declared by the Contractor and deductibles and retentions greater than \$10,000 shall have the prior written consent from the Authority. At the election of the Authority 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. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named or additional insureds, co-insurers, and/or insureds other than the First Named Insured.

- c. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or cancelled except with notice given to the Authority; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Authority, its directors, officials, officers, agents, employees, and representatives. In the event any insurer providing coverage required under this Contract shall fail to provide the notice required in this section, Contractor shall be responsible to provide such notice to the Authority. Contractor is responsible to replace any and all policies required under this Contract which are cancelled during the term of this Contract no later than the effective date of cancellation.
- d. Prior to execution of the Contract, Contractor shall cause its insurance carrier(s) to furnish the Authority with a certificate of insurance (Acord Form 25 or equivalent) signed by the insurer's representative evidencing the coverage required by this Contract. Such evidence shall also include the following:
  - 1. Attached additional insured endorsements with primary & non-contributory wording for each Commercial General Liability, Excess, Umbrella and Automobile Liability policy.
  - 2. Either a copy of 1) each endorsement providing coverage and/or 2) the declarations or endorsement page listing all policy endorsements confirming that coverage includes or has been modified to include all required provisions. The Authority reserves the right to obtain complete, certified copies of all required insurance policies, at any time.
  - 3. Workers' Compensation waiver of subrogation.
- e. In the event of a material modification or cancellation of coverage, the Authority may terminate or Stop Work pursuant to the Contract Documents, unless the Authority 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 coverages set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Project site, or commence operations under this Contract until the Authority has been furnished original Certificate(s) of Insurance and original copies of Endorsements or policies of insurance including all Endorsements and any and all other attachments as required in this section. Electronic documents sent directly from the insurance provider or their authorized representative may be considered by the Authority as original documents.
- f. If any of the required coverages expire during the term of this contract, the Contractor shall deliver the renewal certificate(s) including endorsements and evidence of waiver of rights of subrogation against the Authority to the Authority at least ten (10) days prior to the expiration date.

- g. Authority reserves the right to adjust the monetary limits of insurance coverages during the term of this Contract including any extension thereof if, in the Authority's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.
- h. Contractor shall pass down the insurance obligations contained herein to all tiers of sub-contractors working under this Contract. It shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above. The Contractor shall, upon demand of the Authority, deliver to the Authority copies such policy or policies of insurance and the receipts for payment of premiums thereon.

#### **ARTICLE 38. BONDS**

The Contractor shall furnish the Authority with Payment and Performance Bonds with penal sums in an amount not less than Two Hundred Fifty Thousand Dollars (\$250,000), and increase bond capacities as required, to cover the work performed by Contractor pursuant to the Contract. If Task Orders have been issued, cumulatively, in an amount in excess of the foregoing, notwithstanding any other provision herein, Contractor shall not commence Work on a Task Order unless a minimum payment bond is in place, at all times, covering each Task Order in excess of twenty-five thousand dollars (\$25,000), or in such higher amount as may be required by the Authority.

#### **ARTICLE 39. BASIS FOR PAYMENT**

The Task Order prices shall include all necessary labor, equipment, materials, tools, services, transportation, permits, utilities and all other items necessary to complete all Work associated with the Task Order. Measurement and basis for payment for the various contract pay items will be as follows:

The Authority shall specify the scope of Work, including locations and estimated dimensions, for all services to be provided by Contractor on an as-needed basis. The Contractor shall submit a proposal to the Authority for the Work including the necessary rates for the time and materials to complete the Work. The executed Task Order authorizing the Contractor to perform the Work shall be used as the basis for payment to the Contractor.

#### **ARTICLE 40. PAYMENTS**

- a. The Authority shall make monthly progress payments following receipt of undisputed and properly submitted payment requests. 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 demonstrate to Engineer, as part of its monthly progress payment submittal with proof satisfactory to the Engineer, that Record Drawings are being maintained in an up-to-date condition. Failure to demonstrate that Record Drawings are in an up-to-date condition shall result in a payment request being deemed incomplete.
- c. The 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.

- d. Unless otherwise required by law, the final payment of five percent (5%) of the value of the, if unencumbered, shall be paid no later than sixty (60) Days after the date of recordation of the Notice of Completion.
- e. Contractor shall submit request for final payment within 10 working days of the cessation of work in the field and completion of all work and punch list items as identified by the Authority. Failure on Contractor's part to timely submit a request for final payment authorizes the Authority to quantify the total amount due as final payment and unilaterally issue the final amounts due to Contractor in writing. Contractor has 5 working days to dispute in writing to the Authority's representative the Authority's accounting of the final amount due. Failure of Contractor to comply or exercise their options in this section shall constitute a waiver of claims against the Agency or to dispute the final accounting.
- f. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against the Authority arising from this Contract.
- g. 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.
- h. The Contractor shall submit with each payment request the Contractor's conditional waiver of lien for the entire amount covered by such payment request, as well as a valid unconditional waiver of lien from the Contractor and all subcontractors and materialmen for all work and materials included in any prior invoices. Waivers of lien shall be in the forms prescribed by California Civil Code section 8132. Prior to final payment by the Authority, the Contractor shall submit a final waiver of lien for the Contractor's work, together with releases of lien from any subcontractor or materialmen.
- i. Payment will not be made for materials wasted or disposed of in a manner not called for under the Contract Documents. This includes rejected material not unloaded from vehicles, material rejected after it has been placed, and material placed outside of the project limits. No compensation will be allowed for disposing of rejected or excess material.

#### **ARTICLE 41. PAYMENTS WITHHELD AND BACKCHARGES**

- a. In addition to amounts which the Authority may retain under other provisions of the Contract Documents the Authority 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 Work 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 the Authority for claims against Contractor.

7. Site clean-up.
  8. Failure of the Contractor to comply with requirements of the Contract Documents.
  9. Legally permitted penalties.
- b. Upon completion of the Contract, the Authority will reduce the final Contract amount to reflect costs charged to the Contractor, backcharges or payments withheld pursuant to the Contract Documents.

## **ARTICLE 42. OCCUPANCY**

The Authority reserves the right to occupy or utilize any portion of the Work at any time before completion, and such occupancy or use shall not constitute Acceptance of any part of Work covered by this Contract. This use shall not relieve the Contractor of its responsibilities under the Contract.

## **ARTICLE 43. INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall immediately defend (with counsel of the Authority's choosing), indemnify and hold harmless the Authority, its directors, officials, officers, agents, employees, consultants, volunteers, and representatives, and each of them, and the State, and its officers, employees, agents and representatives, from and against:

- a. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind or nature whatsoever for, but not limited to, injury to or death including wrongful death of any person including the Contractor and/or, Authority its Board and each member of the Board, officers, employees, or authorized/designated volunteers of the Authority or Contractor, and damages to or destruction of property of any person, including but not limited to, the Authority and/or Contractor or their directors, officers, employees, authorized/designated volunteers, consultants and representatives arising out of or in any manner directly or indirectly connected with the Work to be performed under this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses, however caused, regardless of whether the allegations are false, fraudulent, or groundless, and regardless of any negligence of the Authority or its Board and each member of the Board, officers, employees, or authorized/designated volunteers (including passive negligence), consultants and representatives except the sole negligence or willful misconduct or active negligence of the Authority or its Board and each member of the Board, its officers, employees, authorized/designated volunteers, consultants, and volunteers. Contractor shall immediately defend upon the Authority's tender, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the Authority its Board and each member of the Board, its officials, officers, agents, employees and representatives, notwithstanding whether Contractor's liability is or can be established; Contractor's obligation to indemnify shall survive the termination or completion of this Contract for the full period of time allowed by law and shall not be restricted by the insurance requirements of this Contract or to insurance proceeds, if any received by the Authority, its Board and each member

of the Board, officers, employees, authorized/designated volunteers, consultants and representatives.

- b. Contractor's defense and indemnity obligation herein includes, but is not limited to damages, fines, penalties, attorney's fees and costs arising from claims under the Americans with Disabilities Act (ADA) or other federal or state disability access or discrimination laws arising from Contractor's Work during the course of construction of the improvements or after the Work is complete, as the result of defects or negligence in Contractor's construction of the improvements.
- c. Any and all actions, proceedings, damages, costs, expenses, fines, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor;
- d. Any and all losses, expenses, damages (including damages to the work itself), attorney's fees, and other costs, including all costs of defense which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the work and all of Contractor's obligations under the Contract. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party. Each party indemnified and held harmless has the right to select their own legal counsel to be provided by the indemnifier.

Contractor shall immediately defend, at Contractor's own cost, expense and risk, with the Authority's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the Authority, its officials, officers, agents, employees, volunteers, consultants and representatives. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Authority, its officials, officers, employees, agents, employees, volunteers, consultants and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse the Authority, its officials, officers, agents, employees, volunteers, consultants 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 44. RESOLUTION OF CONSTRUCTION CLAIMS**

- a. Contractor shall timely comply with all notices and requests for additional compensation and extensions of time, including but not limited to all requirements of Article 49, as a prerequisite to filing any claim governed by this Article. The failure to timely submit a notice of delay or notice of change, or to timely submit a change to the Contract Price or Contract Time, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under the Contract or at law.
- b. **Intent.** Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Article is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Article shall be construed to be consistent with said statutes.



- c. **Claims:** For purposes of this Article, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with Article 49 has been denied by the Authority, for (1) a time extension, (2) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (3) an amount the payment of which is disputed by the Authority. A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract Documents.
- d. **Filing Claims.** Claims governed by this Article may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the procedures contained in Article 49, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Article must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. Any claim must be submitted in writing to the Authority and shall include on its first page the following in 16-point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.
- e. **Supporting Documentation.** The Contractor shall submit all Claims in the following format:
1. Summary of claim merit and price, and Contract clause pursuant to which the claim is made.
  2. List of documents relating to claim
    - (a) Specifications
    - (b) Drawings
    - (c) Clarifications (Requests for Information)
    - (d) Schedules
    - (e) Other
  3. Chronology of events and correspondence
  4. Narrative analysis of claim merit
  5. Analysis of claim cost, including calculations and supporting documents
  6. Analysis of time impact analysis in CPM format if a time extension is requested
  7. Cover letter and certification of validity of the claim
- f. **Authority Response to Claim.** Upon receipt of a Claim pursuant to this Article, the Authority shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days of receipt of the claim, or as extended by mutual agreement, shall provide a written statement identifying what portion of the Claim is disputed

and what portion is undisputed. Any payment due on an undisputed portion of the Claim will be processed and made within 60 days after the Authority issues its written response.

If the Authority needs approval from its governing board to provide Contractor a written statement as set forth above, and the governing board does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Claim, the Authority shall have up to three (3) days following the next publicly noticed meeting of governing board after the 45-day period, or extension, expires to provide Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim.

The Authority may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the Authority may have. If additional information is needed thereafter, it shall be provided upon mutual agreement of the Authority and the claimant. The Authority's written response shall be submitted 30 days (15 days if the Claim is less than \$50,000) after receiving the additional documentation, or within the same period of time taken by the claimant to produce the additional information, whichever is greater.

- g. **Meet and Confer Conference.** If the Contractor disputes the Authority's response, or if the Authority fails to respond within the statutory time period(s), the Contractor may so notify the Authority 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 of those portions of the Claim that remain in dispute. Upon such demand, the Authority shall schedule a meet and confer conference within 30 Days.
- h. **Mediation.** Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion thereof remains in dispute, the Authority shall provide the Contractor with a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 Days after the Authority issues its written statement. Any portion of the claim that remains in dispute shall be submitted to nonbinding mediation and the Authority and the Contractor shall equally share the associated mediator fees. The Authority and Contractor shall mutually agree to a mediator within 10 business Days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.
  - 1. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.
  - 2. For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

3. Unless otherwise agreed to by the public entity and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
  4. The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.
- i. **Procedures After Mediation.** If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.
- j. **Civil Actions.** The following procedures are established for all civil actions filed to resolve Claims of \$375,000 or less:
1. Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Contract. The mediation process shall provide for the selection within 15 Days by both parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
  2. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.
- k. **Government Code Claim.**
1. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, construction claims and/or changed conditions, the Contractor must

comply with the claim procedures set forth in Government Code section 900 *et seq.* prior to filing any lawsuit against the Authority.

2. 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 the Authority.
3. **A Government Code claim must be filed no earlier than the date the Work is completed or the date the Contractor last performs Work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims known to Contractor or that should reasonably be known to Contractor excepting only new unrelated Claims that arise after the Government Code claim is submitted.**

- I. **Non-Waiver.** The Authority's failure to respond to a claim from the Contractor within the time periods described in this Article or to otherwise meet the time requirements of this Article shall result in the claim being deemed rejected in its entirety.

#### **ARTICLE 45. AUTHORITY'S RIGHT TO TERMINATE CONTRACT**

- a. **Termination for Cause:** The Authority may, without prejudice to any other right or remedy, serve written notice upon Contractor of its intention to terminate this Contract or any Task Order 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 a bankrupt; (iv) should make a general assignment for the benefit of its creditors; (v) should have a receiver appointed; (vi) should refuse or fail to supply enough properly skilled workers or proper materials to complete the work; (vii) should fail to make prompt payment to subcontractors or for material or labor; (viii) disregard laws, ordinances, other requirements or instructions of the Authority; or (ix) should violate any of the provisions of the Contract Documents.

The notice of intent to terminate shall contain the reasons for such intention to terminate. Unless within ten (10) Days after the service of such notice, such condition shall cease or satisfactory arrangements (acceptable to the Authority) for the required correction are made, this Contract shall be terminated. In such case, Contractor shall not be entitled to receive any further payment until the Project has been finished. The Authority may take over and complete the Work by any method it may deem appropriate. Contractor and its surety shall be liable to the Authority for any excess costs or other damages incurred by the Authority to complete the Project. If the Authority takes over the Work, the Authority 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.

- b. **Termination For Convenience:** The Authority may terminate performance of the Work in whole or, in part, if the Authority determines that a termination is in the Authority's interest.

The Contractor shall terminate all or any part of the Work upon delivery to the Contractor of a Notice of Termination specifying that the termination is for the convenience of the Authority, the extent of termination, and the effective date of such termination.

After receipt of Notice of Termination, and except as directed by the Authority, 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:

1. Stop Work as specified in the Notice of Termination.
2. 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.
3. 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.
4. Terminate all subcontracts to the extent that they relate to the portions of the Work terminated.
5. Place no further subcontracts or orders, except as necessary to complete the remaining portion of the Work.
6. Submit to the Authority, 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 the Authority'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 the Authority 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 the Authority's Termination for Convenience."

These provisions are in addition to and not in limitation of any other rights or remedies available to the Authority.

- c. Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the Authority may immediately order Contractor to cease Work on the Project until such safety or liability issues are addressed to the satisfaction of the Authority or the Contract is terminated.
- d. If the Contract is terminated by the Authority for cause and it is later determined that the termination was wrongful, such default termination automatically shall 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.

#### **ARTICLE 46. WARRANTY AND GUARANTEE**

- a. Contractor warrants that all materials and equipment furnished under this Contract shall be new unless otherwise specified in the Contract Documents; and that all Work conforms to the Contract Document requirements and is free of any defect and fit for the purpose intended whether performed by the Contractor or any subcontractor or supplier.
- b. Unless otherwise stated, all warranty periods shall begin upon the filing of the Notice of Completion. Unless otherwise stated, the warranty period shall be for one year.
- c. The Contractor shall remedy at its expense any damage to Authority-owned or controlled real or personal property.
- d. Contractor shall furnish the Authority with all warranty and guarantee documents prior to final Acceptance of the Project by the Authority.
- e. The Authority shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) Days after being notified commence and perform with due diligence all necessary Work. If the Contractor fails to promptly remedy any defect, or damage; the Authority shall have the right to replace, repair, or otherwise remedy the defect, or damage at the Contractor's expense.
- f. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, the Authority may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.
- g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for Work performed and Materials furnished under this Contract, the Contractor shall:
  - 1. Obtain for the Authority all warranties that would be given in normal commercial practice; and
  - 2. Require all warranties to be executed, in writing, for the benefit of the Authority; and
  - 3. Enforce all warranties for the benefit of the Authority, unless otherwise directed in writing by the Authority.

This Article shall not limit the Authority's rights under this Contract or with respect to latent defects, gross mistakes, or fraud. The Authority specifically reserves all rights related to defective work, including but not limited to the defect claims pursuant to California Code of Civil Procedure section 337.15.

#### **ARTICLE 47. DOCUMENT RETENTION & EXAMINATION**

- a. In accordance with Government Code section 8546.7, records of both the Authority 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.
- b. Contractor shall make available to the Authority any of the Contractor's other documents related to the Project immediately upon request of the Authority.
- c. In addition to the State Auditor rights above, the Authority shall have the right to examine and audit all books, estimates, records, contracts, documents, Bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the Authority, for a period of four (4) years after final payment.

#### **ARTICLE 48. SEPARATE CONTRACTS**

- a. The Authority reserves the right to let other contracts in connection with this Work or on the Project site. Contractor shall 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.
- b. To ensure proper execution of its subsequent Work, Contractor shall immediately inspect work already in place and shall at once report to the Engineer any problems with the work in place or discrepancies with the Contract Documents.
- c. 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 the Authority 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, the Engineer 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. The Authority 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 49. 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 the Authority shall be addressed to the Authority as designated in the Notice Inviting Bids unless the Authority 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 50. NOTICE OF THIRD-PARTY CLAIMS**

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

#### **ARTICLE 51. 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 52. INTEGRATION**

- a. Oral Modifications Ineffective. 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.
- b. Contract Documents Represent Entire Contract. The Contract Documents including, but not limited to, Task Orders entered into pursuant to the terms hereof represent the entire agreement of the Authority and Contractor.

#### **ARTICLE 53. ASSIGNMENT**

Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof including any claims, without prior written consent of the Authority. Any assignment without the written consent of the Authority shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or Material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such Materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code.

#### **ARTICLE 54. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY**

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the Authority in order that proper steps may be taken to have the change reflected on the Contract.

#### **ARTICLE 55. 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 the Authority 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 the Authority makes final payment to the Contractor, without further acknowledgment by the parties.

#### **ARTICLE 56. PROHIBITED INTERESTS**

No Authority official or representative who is authorized in such capacity and on behalf of the Authority 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 57. LAWS AND REGULATIONS**

- a. Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, he shall promptly notify the Engineer 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 the Engineer, he shall bear all costs arising therefrom.
- b. 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 regulations.

#### **ARTICLE 58. PATENT FEES OR ROYALTIES**

The Contractor shall include in its Bid amount the patent fees or royalties on any patented article or process furnished or used in the Work. Contractor shall assume all liability and responsibility arising from the use of any patented, or allegedly patented, materials, equipment, devices or processes used in or incorporated with the Work, and shall defend, indemnify and hold harmless the Authority, its officials, officers, agents, employees and representatives from and against any and all liabilities, demands, claims, damages, losses, costs and expenses, of whatsoever kind or nature, arising from such use.

#### **ARTICLE 59. OWNERSHIP OF CONTRACT DOCUMENTS**

All Contract Documents furnished by the Authority are Authority 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 the Authority on request at completion of the Work.

#### **ARTICLE 60. 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**

**ATTACHMENT "A"**

**SWEETWATER AUTHORITY  
ON-CALL CONTRACT  
TASK ORDER NO. \_\_\_\_**

This Task Order No. \_\_\_\_ ("Task Order") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Sweetwater Authority ("Authority") and \_\_\_\_\_ ("Contractor").

**RECITALS**

A. On or about \_\_\_\_\_, 2020 the Authority and Contractor executed that certain On-Call Contract for General Construction Services ("Contract").

B. The Contract provides that the Parties may enter into Task Orders to authorize certain Work set forth in the Scope of Work. The purpose of this Task Order is to authorize Work on the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto hereby agree:

1. Contractor shall perform all Work necessary to complete those services described in the Scope of Services attached hereto as Exhibit "1" and by this reference incorporated herein.

2. Contractor shall be paid by the Authority on the basis of time and materials as more particularly set forth in the Proposal attached hereto as Exhibit "2." In no event shall the total amount paid exceed the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for this Task Order without written authorization from the Authority.

3. This Task Order is a part of the Contract Documents and shall be performed in accordance therewith. Capitalized terms used in this Task Order and not otherwise defined herein shall have the meanings as set forth in the General Conditions.

4. Except as amended or supplemented herein or in previous Task Orders, the terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Authority and Contractor have caused this Task Order No. \_\_\_\_ to be executed as of the day and year first above written.

"CONTRACTOR"

\_\_\_\_\_

By:

\_\_\_\_\_

Name:

\_\_\_\_\_

Its:

\_\_\_\_\_

"AUTHORITY"

SWEETWATER AUTHORITY, a public  
agency

By:

\_\_\_\_\_

Name:

\_\_\_\_\_

Its:

\_\_\_\_\_

**ATTACHMENT “A”**  
**EXHIBIT “1”**  
**TO**  
**TASK ORDER NO. \_\_\_\_**

**[INSERT SCOPE OF SERVICES]**

**ATTACHMENT “A”**  
**EXHIBIT “2”**  
**TO**  
**TASK ORDER NO. \_\_\_\_**

**[INSERT CONTRACTOR’S PROPOSAL]**

## **CONTRACTOR SAFETY**

The Authority has established a screening process so that they hire and use only contractors who accomplish the desired job tasks without compromising the safety and health of any employees at any of their facilities. For applicable contractors, the Authority will ensure that Contractor has the appropriate job skills, knowledge, and certifications required, and that his/her work methods and experience is properly evaluated by experienced Authority personnel. In addition, the Authority may obtain information on injury and illness rates of the contractor. Applicable contractors include all contractors performing construction, maintenance or repair, renovation, or specialty work. It does not apply to other supply services.

Contractor employees must perform their work safely. Considering that contractors often perform very specialized and potentially hazardous tasks, their work must be controlled while they are working for the Authority. A permit system (work authorization) for some activities with elevated potential for injury/illness and/or property damage is in place. (See forms at the end of this section). The use of the authorization system keeps the Authority informed of contract employee's activities.

### **AUTHORITY RESPONSIBILITIES**

The specific responsibilities of the Authority are delineated below:

1. When selecting a contractor, the Authority will take into account the safety record and the management commitment to safety of a contract employer. The Authority's Project Manager will obtain and evaluate information regarding the contract employer's safety performance and programs prior to allowing them to work onsite.
2. Prior to allowing the contractor on site, the Authority's Project Manager will inform the contract employer of any known potential fire, explosion, or atmospheric hazards related to the contractor's work. A contractor information packet is provided to each Contractor. Specific forms requiring the Contractor's signature stating that he/she has received the information and will make it available to each of his/her employees prior to their entering the Authority facility must be completed before any onsite Work can begin.
3. The Authority's Project Manager or designee will provide and explain the Authority's emergency action plan as applicable to the contractor's employees prior to their admittance into a facility. A specific form requiring the contractor's signature stating that he/she has received the information and will make it available to each of his/her employees prior to their entering the facility is required before any onsite work can begin.
4. The Authority has implemented safe work practices consistent with their operating procedures. The Authority will define the applicable procedures to all Contractor employees and assure that they are followed on all Work within the facility. If Authority personnel observe an unsafe condition that is in violation of applicable federal and state Construction Safety Orders, laws and regulations, a Notice of Unsafe Condition Form (see attached) will be given to the contractor.
5. Authority personnel will meet and evaluate the performance of Contract employees in meeting their responsibilities. The meetings will take place following any specific outside

Contract Work that involves a one-time work effort, or within fourteen (14) days of job initiation and at least quarterly thereafter for Contractors involved in on-going programs.

6. The Authority's Project Manager will take appropriate steps to see that any deficiencies found in step 4 and/or 5 above, are immediately corrected or that the Contractor is replaced.
7. The Authority's Project Manager will maintain a log of Contract employees injuries and illness related to the Contractor's Work in the process areas.

### **CONTRACT EMPLOYER RESPONSIBILITIES**

The Contractor has the primary responsibility to assure that its employees are trained in work practices necessary to safely perform their jobs. Subcontractors have the same responsibilities as the Contractor. The Authority has the responsibility to assure that the Contractor's practices include the following specific areas of responsibility:

1. The Contractor must assure that each contract employee is instructed in the known potential hazards (e.g. fire, explosion, atmospheric, or chemical exposure) related to his or her job and the process, and in the applicable provisions of the emergency response plan as provided by the Authority.
2. The Contractor must document that each of its contract employees have received and understood the training given to them. The record must include the identity of the Contractor employee, the date of training, and the means used to verify that the employee understood the training.
3. The Contractor must assure that each contract employee follows applicable safety regulations regarding Confined Spaces, Hazard Communication, Lock out/Tag out, etc., (See *Federal OSHA, California OSHA standards*).
4. The Contractor must advise the Authority's Project Manager of any unique hazards presented by the Contractor's Work, or of hazards found by the contract employer's Work.

## **SUMMARY OF FACILITY AND CONTRACTOR RESPONSIBILITIES**

| <b>RESPONSIBILITIES</b>   | <b>FACILITY</b> | <b>CONTRACTOR</b> |
|---|-----------------|-------------------|
| Review contractor safety record   | X               | X                 |
| Provide information on hazards:   |                 |                   |
| To contractor   | X               | X                 |
| To contractor employees   |                 |                   |
| Explain emergency action plan:  |                 |                   |
| To contractor   | X               |                   |
| To contractor employees   |                 | X                 |
| Safe work practices:  |                 |                   |
| Implement   |                 | X                 |
| Assure adherence  | X               | X                 |
| Control entrance, presence, and exit of contractor and contract employees | X               |                   |
| Evaluate contractor performance   | X               |                   |
| Maintain contract employee injury, illness log                            |                 | X                 |
| Assure/document contract employee training                                |                 | X                 |
| Review injury, illness log and contract employee training records         | X               |                   |
| Advise Authority of unique hazards  |                 | X                 |

### **OUTSIDE CONTRACTOR HAZARD COMMUNICATION FORM**

The following is a list of hazardous chemicals at the Authority which the Contractor, its employees and subcontractors could be exposed to while performing Work in the facility.

|     | <u>Chemical</u> | <u>Hazard</u> |
|-----|-----------------|---------------|
| 1.  | _____           | _____         |
| 2.  | _____           | _____         |
| 3.  | _____           | _____         |
| 4.  | _____           | _____         |
| 5.  | _____           | _____         |
| 6.  | _____           | _____         |
| 7.  | _____           | _____         |
| 8.  | _____           | _____         |
| 9.  | _____           | _____         |
| 10. | _____           | _____         |

The Authority's programs and operations are not intended, nor should they be construed, as an undertaking to meet whatever obligations may be imposed upon you or your company under an Occupational Safety & Health Act or any other statute establishing building or operational safety or health standards. Further, no representation is hereby made, or intended, that by compliance with the statement listed on the attached page two of this Outside Contractor Hazard Communication Form, you will be in full compliance with the standard of any such state or federal law.

(Page 1 of 2)



**OUTSIDE CONTRACTOR HAZARD COMMUNICATION FORM (Continued)**

\_\_\_\_\_, representing \_\_\_\_\_ (company)  
has been instructed on the hazardous chemicals he/she or his/her employees could be exposed to while working at the Authority facility. The Contractor has been instructed on the location of the nearest eyewash, shower station, and MSDS binder.

Contractor has reviewed the Authority Evacuation Plan and accepts full responsibility for implementing an evacuation plan for all employees under his/her direction to safely evacuate their work area while working at the Authority's facilities. Contractor has informed all of its employees of all hazardous chemicals they could be exposed to and which measures should be taken to lessen the exposure of these chemicals while working at the Authority's facilities.

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

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

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

**-THIS SECTION TO BE COMPLETED BY SWEETWATER AUTHORITY-**

This form was presented to \_\_\_\_\_

Representing \_\_\_\_\_ on \_\_\_\_\_

By \_\_\_\_\_  
Sweetwater Authority

(Page 2 of 2)

## **OUTSIDE CONTRACTOR LOCK OUT/TAG OUT FORM**

To comply with state and federal regulations and the Authority's Lock Out/Tag Out Program, this form must be completed by any contractor performing work at Authority facilities in which Lock Out/Tag Out procedures pertain.

The Authority's programs and operations are not intended, nor should they be construed, as an undertaking to meet whatever obligations may be imposed upon you or your company under any Occupational Safety & Health Act or any other statute establishing building or operational safety or health standards. Further, no representation is hereby made, or intended, that by compliance with this form or statement listed above, you will be in full compliance with the standards of any such state and federal law.

CONTRACTOR AGREES TO FULFILL ALL ITS OBLIGATIONS AND RESPONSIBILITIES PERTAINING TO THE LOCK OUT/TAG OUT REGULATIONS AND LAWS AS STATED IN THE CAL OSHA AND FED OSHA STANDARDS.

CONTRACTOR HAS INSTRUCTED AND TRAINED ALL OF ITS EMPLOYEES IN ITS OWN LOCK OUT/TAG OUT PROGRAM. CONTRACTOR WILL PROVIDE AUTHORITY WITH A COPY OF ITS LOCK OUT/TAG OUT PROGRAM BEFORE ANY WORK BEGINS. THE OUTSIDE CONTRACTOR AGREES TO FOLLOW AND ABIDE BY AUTHORITY'S LOCK OUT/TAG OUT PROGRAM.

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

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

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

### **-THIS SECTION TO BE COMPLETED BY SWEETWATER AUTHORITY-**

I have given a copy of the Authority Lock Out/Tag Out Program to

\_\_\_\_\_  
representing \_\_\_\_\_

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

Signed: \_\_\_\_\_  
Sweetwater Authority

To Be Completed Prior to Work Initiation

**CONTRACTOR SAFETY FORM**

1. Contractor \_\_\_\_\_

2. Job Description \_\_\_\_\_

3. Contractor Safety Plans Available to Authority

|                                       | Acceptable | Unacceptable |
|---------------------------------------|------------|--------------|
| Injury and Illness Prevention Program |            |              |
| Safe Work Practices                   |            |              |
| Contractor Work Hazards               |            |              |
| Training Plans/Program                |            |              |
| Training Certificates for Employees   |            |              |
| Emergency Response Training           |            |              |

4. Contractor Employee Training Program

Union Certifications

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Mandatory Training Program

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Authority's Evaluation Comments

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

Sweetwater Authority

**EMERGENCY RESPONSE PLAN INFORMATION RECEIPT**

I, \_\_\_\_\_, representing \_\_\_\_\_ have received and been instructed in Authority's Emergency Response Plan. As a selected Authority contractor, I have been instructed to provide this information to all contractor employees prior their working on the Authority facility, and to ensure that each employee understands the applicable required procedures.

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

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

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

**-THIS SECTION TO BE COMPLETED BY SWEETWATER AUTHORITY-**

This form was presented to \_\_\_\_\_ representing \_\_\_\_\_  
on \_\_\_\_\_ and returned to \_\_\_\_\_.

Signed: \_\_\_\_\_  
Sweetwater Authority

**CONTRACTOR EMPLOYEE INJURY/ILLNESS LOG**

Contractor \_\_\_\_\_

|    | Contractor Employee | Description of Injury/Illness | Disposition | Date |
|----|---------------------|-------------------------------|-------------|------|
| 1. |                     |                               |             |      |
| 2. |                     |                               |             |      |
| 3. |                     |                               |             |      |

## Notice of Unsafe Condition

CONTRACTOR: \_\_\_\_\_

SWEETWATER AUTHORITY PROJECT: \_\_\_\_\_

BUDGET PROJECT #: \_\_\_\_\_

As set forth in the Sweetwater Authority (Authority) contract section 00780, Authority standards require compliance with all applicable laws, ordinances and regulations, including orders pertaining to safety.

Your attention is directed to the unsafe condition prevailing at the following described site and your responsibility to utilize procedures in accordance with the applicable federal and state Construction Safety Orders, laws and regulations.

### Site and/or condition:

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

- ☐ **You are again directed to comply with all safety orders by making an immediate and proper response or correction.**
- ☐ **You are directed to immediately cease operations related to the unsafe condition, measure, procedure, equipment or device(s). Furthermore, you shall not expose employees to associated hazards until a solution to these safety issues has been agreed upon.**

Issued by: \_\_\_\_\_  
Name and Title

Date/Time: \_\_\_\_\_

Issued to: \_\_\_\_\_  
Name and Title

Date/Time: \_\_\_\_\_

cc: Sweetwater Authority:  
Engineering  
Project Manager  
Safety office

## **SAFE WORK PRACTICES**

## SAFETY WORK PERMIT/WORK ORDER

NUMBER: \_\_\_\_\_

DATE: \_\_/\_\_/\_\_

LOCATION: \_\_\_\_\_

EQUIPMENT: \_\_\_\_\_

WORK/TASK: \_\_\_\_\_

| CHECK IF APPLICABLE   | DATE     | INITIAL |
|---|----------|---------|
| <input type="checkbox"/> <b>CONFINED SPACE ENTRY INVOLVED</b><br>Confined Spaces Permit required.         | __/__/__ | _____   |
| <input type="checkbox"/> <b>LOCK OUT/TAG OUT NEEDED</b><br>List Lock out Devices and where they are used. | __/__/__ | _____   |
| <input type="checkbox"/> <b>BURNING/WELDING/HOT WORK</b>  | __/__/__ | _____   |
| <input type="checkbox"/> <b>ELECTRICAL – HOT WORK</b>   | __/__/__ | _____   |
| <input type="checkbox"/> <b>OTHER/SPECIFY</b>   | __/__/__ | _____   |

SUPERVISORY APPROVAL TO PROCEED:

SUPERVISOR: \_\_\_\_\_

DATE: \_\_/\_\_/\_\_

TIME: \_\_\_\_\_

| PURPOSE CODE | LO/TO DEVICE | LOCATION | DATE – OFF | DATE - ON |
|--------------|--------------|----------|------------|-----------|
|              |              |          |            |           |
|              |              |          |            |           |
|              |              |          |            |           |
|              |              |          |            |           |
|              |              |          |            |           |
|              |              |          |            |           |
|              |              |          |            |           |
|              |              |          |            |           |

PURPOSE CODES: CV-CLOSED VALVES, OV-OPEN VALVE, LB-LOCK BREAKER, TS-TAG SWITCH, DL-DISCONNECT LINE, BD-BLOCKING DEVICE, ED-ELECTRICAL DISCONNECT

PROCEDURE/DIAGRAMS AVAILABLE (Y/N): \_\_\_\_

EMPLOYEE AND AFFECTED EMPLOYEES:

NAME \_\_\_\_\_ DATE: \_\_/\_\_/\_\_

NAME \_\_\_\_\_ DATE: \_\_/\_\_/\_\_

SUPERVISORY APPROVAL – WORK COMPLETED:

SUPERVISOR: \_\_\_\_\_ DATE: \_\_/\_\_/\_\_ TIME: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

—



**APPENDIX 1  
CONFINED SPACE ENTRY PERMIT**

This permit is valid for twenty-four (24) hours only. If work is not completed within twenty-four (24) hours, a new permit is required. If the jobsite is left unattended for one (1) hour or more, or if additional hazards are discovered, a new permit is required. This permit must be available for inspection at the jobsite for the duration of the confined space work.

Location: \_\_\_\_\_

Date/time: \_\_\_\_\_ Work to be performed: \_\_\_\_\_

|   |   |
|---|---|
| Est. time of entry _____ am<br>_____ pm<br>Names of authorized Entrants:<br>_____<br>_____<br>_____ | Est. time of completion _____ am<br>_____ pm<br>Names of Standby Attendants:<br>_____<br>_____<br>_____ |
|---|---|

Authorization: I authorize the above employees to begin preparations to enter the confined space at this specified location on the date indicated.

Field Supervisor \_\_\_\_\_ Date \_\_\_\_\_

Hazards to be controlled/eliminated in the confined space (check if apply):

|  |                                  |
|--|----------------------------------|
| _____ Oxygen less than 19.5%   | _____ Toxic gases/vapors present |
| _____ Combustible gases/vapors present   | _____ Means of entry/exit        |
| _____ Other: specify (permanent ladder unsafe, excess water, electrical hazard, etc.): _____ |                                  |

Equipment required for entry and work. A checklist may be attached. Indicate N/A if an item is not applicable:

- |  |                 |
|--|-----------------|
| 1) Has a gas detector been provided?<br>_____ N _____  | Y               |
| I.D. No. _____ Date calibrated _____   |                 |
| 2) Has a blower been provided for adequate ventilation?<br>_____ N _____   | Y               |
| 3) Is rescue equipment available including a safety harness, manlift, lifeline and SCBA in case of emergency?              | Y _____ N _____ |
| 4) Are material hoist lines and containers available for lowering/raising tools, equipment, and supplies?<br>_____ N _____ | Y               |

### CONFINED SPACE ENTRY PERMIT (continued)

- 5) Has lighting been provided? Y\_\_\_\_N\_\_\_\_  
6) Has ground fault protection been provided for damp/wet conditions? Y\_\_\_\_N\_\_\_\_  
7) Is all personal protective equipment available including respirators, clothing, boots, gloves, hats, etc.? Y\_\_\_\_N\_\_\_\_  
8) Are disinfection materials available? Y\_\_\_\_N\_\_\_\_

Preparation for entry. Initial as completed

Initials

- 1) Local fire department notified to be on standby. \_\_\_\_\_

Fire Dept. \_\_\_\_\_ Contact: \_\_\_\_\_

- 2) Space purged with blower for a minimum of five (5) minutes to

provide fresh air.

- 3) Atmosphere tested for oxygen deficiency, combustibles, and toxics (results to be recorded). \_\_\_\_\_  
4) Precautions taken to prevent fires/explosions; that is, no sparks, no smoking, use of explosion-proof equipment, etc. \_\_\_\_\_  
5) All energy sources locked out/tagged out, disconnected, or restrained. \_\_\_\_\_

- 6) Space isolated to prevent entry of hazardous materials, hazardous temperatures/pressures; valves closed and secured. \_\_\_\_\_

- 7) Calculations for ventilation completed (record below). \_\_\_\_\_

Formula:  $\frac{\text{cu. ft. space}}{\text{cu. ft./min. blower}} = \text{_____ minutes for one air exchange}$

$\frac{60 \text{ min./hr.}}{\text{min. for one exch.}} = \text{_____ air exchanges per hour}$

*NOTE: Blower capacity based on maximum of two 90-degree bends. Maintain minimum of 20 air exchanges per hour.*

Hot Work Permit: Complete the following if hot work (any work that produces arcs, sparks, flames, heat, or other sources of ignition) is to be performed in the confined space:

Hot work to be performed: \_\_\_\_\_

Who will do the work: \_\_\_\_\_ Est. duration of work \_\_\_\_\_

Atmosphere checked for zero percent combustibles:

Y\_\_\_\_N\_\_\_\_

*NOTE: Hot work cannot proceed unless combustibles are zero percent.*

Confined space checked for solvents, flammable coatings, residues and/or any other flammable sources.

Y\_\_\_\_N\_\_\_\_

## APPENDIX 1

### CONFINED SPACE ENTRY PERMIT (CONTINUED)

Equipment required: \_\_\_\_\_

Precautions to be followed: \_\_\_\_\_

Certification: I certify that all required precautions have been taken and the necessary equipment is provided for safe entry and work in this confined space.

Entry Supervisor (signature): \_\_\_\_\_ Date: \_\_\_\_\_ Time \_\_\_\_\_ am/pm

Atmospheric Testing conducted by: \_\_\_\_\_

| <u>OXYGEN</u><br>19.5-23.5%                          | <u>COMBUSTIBLES</u><br>max. 10% LEL                  | <u>HYD. SULFIDE</u><br>max. 10 ppm                   | <u>HEAT</u><br>degrees F.                            |
|--|--|--|--|
| Reading/Time<br>_____ / _____ am<br>_____ / _____ pm | Reading/Time<br>_____ / _____ am<br>_____ / _____ pm | Reading/Time<br>_____ / _____ am<br>_____ / _____ pm | Reading/Time<br>_____ / _____ am<br>_____ / _____ pm |
| _____ / _____ am<br>_____ / _____ pm                 | _____ / _____ am<br>_____ / _____ pm                 | _____ / _____ am<br>_____ / _____ pm                 | _____ / _____ am<br>_____ / _____ pm                 |
| _____ / _____ am<br>_____ / _____ pm                 | _____ / _____ am<br>_____ / _____ pm                 | _____ / _____ am<br>_____ / _____ pm                 | _____ / _____ am<br>_____ / _____ pm                 |

*(If more space is needed, use Atmospheric Testing Log Sheet.)*

Work in confined space began at \_\_\_\_\_ am  
\_\_\_\_\_ pm on \_\_\_\_\_ (date)

Work was completed at \_\_\_\_\_ am  
\_\_\_\_\_ pm on \_\_\_\_\_ (date)

Entry Supervisor (Signature): \_\_\_\_\_ Date \_\_\_\_\_

Give completed permit to your Supervisor. Supervisor to forward a copy to the Safety Office.

## APPENDIX 2

### CONFINED SPACE MATERIALS AND EQUIPMENT LIST

The following items are suggested for use when work will be performed in a confined space. Use this list to help pre-plan your job and to account for items taken into and out of a confined space.

| MATERIAL/EQUIPMENT NEEDED |  | NEEDED<br>YES/NO | TAKEN IN | TAKEN OUT |
|---------------------------|--|------------------|----------|-----------|
| 1                         | Gas detector                                     |                  |          |           |
| 2                         | Air blower (electric or gas)                     |                  |          |           |
| 3                         | Air ducting                                      |                  |          |           |
| 4                         | Respirator (cartridge type or SCBA)              |                  |          |           |
| 5                         | Safety harness                                   |                  |          |           |
| 6                         | Safety lanyard                                   |                  |          |           |
| 7                         | Safety climb/belt                                |                  |          |           |
| 8                         | Manlift (tripod)                                 |                  |          |           |
| 9                         | Light for manlift                                |                  |          |           |
| 10                        | Safety rope (for personnel)                      |                  |          |           |
| 11                        | Rope for hoisting<br>materials/equipment         |                  |          |           |
| 12                        | Flashlights                                      |                  |          |           |
| 13                        | Extension cord(s)                                |                  |          |           |
| 14                        | No-fault breaker                                 |                  |          |           |
| 15                        | Extra batteries for gas detector,<br>flashlights |                  |          |           |
| 16                        | White paper (Tyvek) suits                        |                  |          |           |
| 17                        | Rubber boots                                     |                  |          |           |
| 18                        | Plastic tub (for disinfecting boots)             |                  |          |           |
| 19                        | Chlorine (for disinfecting)                      |                  |          |           |
| 20                        |  |                  |          |           |

## APPENDIX 3

### ATMOSPHERE TESTING PROCEDURE FOR CONFINED SPACES

Prior to entry in a confined space, test the atmosphere as follows:

- A. Turn on the gas detector in fresh air.
- B. Open the confined space just enough to allow testing of the atmosphere inside. Be careful to minimize the chance of creating sparks.
- C. Insert the probe or sensor into the space and take the reading for oxygen first, then take the readings for combustibles and hydrogen sulfide.
- D. If an alarm sounds, handle as follows:
  - 1) **Oxygen Deficiency:** Ventilate for at least five (5) minutes, then recheck. If still deficient, ventilate an additional five (5) minutes. If the alarm still does not clear, contact your Supervisor (or designated individual) or the Safety Coordinator to determine how/if the work is to proceed.
  - 2) **Combustibles:** If 0.2 to 0.8, monitor for five (5) minutes. If the reading is constant or falls, remove the cover and ventilate according to the pre-entry procedure.

If the reading is above 0.8, or if it rises, contact your Supervisor (or designated individual) or the Safety Coordinator to determine how/if the work is to proceed.

A reading of 1.0 (100%) indicates that an explosion is imminent. Stop all traffic. Keep all personnel, pedestrians, and sources of ignition well away from the gas concentration.
  - 3) **Hydrogen Sulfide:** If 10 ppm to 30 ppm, monitor for five (5) minutes. If the reading remains constant or falls, remove the cover and ventilate per the pre-entry procedure.

If the reading is above 30 ppm or if it rises, contact your Supervisor (or designated individual) or Safety Coordinator to determine how/if the work is to proceed.
- E. If all three (3) tests are within acceptable limits, open the access cover and proceed with pre-entry under the Confined Spaces Safe Work Procedure.

**NOTE:** Upon entry, **CHECK AIR POCKETS AT MULTIPLE LEVELS & DISTANCES** in the confined space to ensure no hazardous contaminants are present which were not detected during the pre-entry testing.

Record preliminary readings on a Confined Space Entry Permit or on an Atmospheric Testing Log sheet. Subsequent test readings shall be logged at no more than thirty (30)-minute intervals during the course of the confined space work. Submit all confined space documents to your Supervisor for record keeping.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**



## APPENDIX 4

### Potable Water Discharge Record and Checklist

**Reason for Discharge:** Check discharge event below and refer to the *Best Management Practices Potable Water Discharge Manual* (OPS blue binder) for BMP.

| <u><b>SBMP section I</b></u><br><b>Dewatering mains</b>     | <u><b>SBMP section II</b></u><br><b>Dewatering Reservoirs or<br/>Water Storage Facilities</b> | <u><b>SBMP section III</b></u><br><b>Unscheduled Water<br/>Discharge Events</b> |
|---|---|---|
| <input type="checkbox"/> Main maintenance                   | <input type="checkbox"/> Tank Spill   | <input type="checkbox"/> Curb Stop Leak   |
| <input type="checkbox"/> Main construction Activities       | <input type="checkbox"/> Tank Release   | <input type="checkbox"/> Service leak   |
| <input type="checkbox"/> WQ flushing                        | <input type="checkbox"/> Ground Water Testing   | <input type="checkbox"/> Damage by contractor                                   |
| <input type="checkbox"/> Flow test                          | <input type="checkbox"/> Perdue Water Treatment   | <input type="checkbox"/> Vehicular-damaged fire hydrant                         |
| <input type="checkbox"/> New pipeline flushing & testing    | <input type="checkbox"/> Super- Chlorinated Discharges  | <input type="checkbox"/> Backflow device vandalism                              |
| <input type="checkbox"/> FH Maint/Flushing                  | <input type="checkbox"/> Well drilling  | <input type="checkbox"/> Fire Hydrant Leak                                      |
| <input type="checkbox"/> Valve Maint/Flushing               | <input type="checkbox"/> Annual Rep. Monitoring   | <input type="checkbox"/> Leak   |
| <input type="checkbox"/> Flushing Program 1 2 3             |   |   |
| <input type="checkbox"/> Quarterly/Annual Repor. Monitoring |   |   |
| <input type="checkbox"/> Super-Chlorinated Discharges       |   |   |

**Location:** \_\_\_\_\_

RO # / Service # / WO# / F/H # \_\_\_\_\_

**Potential Danger or Impact:** \_\_\_\_\_

**Point of Discharge:** \_\_\_\_\_

PSI<sup>2</sup> \_\_\_\_\_ ¼ section \_\_\_\_\_ Start time \_\_\_\_\_ Finish time \_\_\_\_\_

Size of outlet \_\_\_\_\_ Type of outlet \_\_\_\_\_ Estimated gallons of discharge \_\_\_\_\_

**Nearest Storm Drain Location:** \_\_\_\_\_

**Type of De-chlorination:**

|  |   |
|--|---|
| <input type="checkbox"/> Diffuser De-chlorinator | <input type="checkbox"/> Injection          |
| <input type="checkbox"/> Sodium Sulfite          | <input type="checkbox"/> Sodium Thiosulfate |
| <input type="checkbox"/> Sodium Metabisulfite    | <input type="checkbox"/> Ascorbic Acid      |

**Best Management Practices Utilized:** \_\_\_\_\_

**Amount of time to setup/take down BMP's including clean up:** \_\_\_\_\_

#### Discharge Event Monitoring Data

| <sup>1</sup> Sample # | <sup>2</sup> Cl <sub>2</sub> (ppm) | <sup>3</sup> Turbidity (NTU) | <sup>4</sup> pH (units) | Sampler/Analyst | Date/Time |
|-----------------------|------------------------------------|------------------------------|-------------------------|-----------------|-----------|
| 1                     |                                    |                              |                         |                 |           |
| 2                     |                                    |                              |                         |                 |           |
| 3                     |                                    |                              |                         |                 |           |

<sup>1</sup>If discharge <20 min, take one sample during first 10 min; if 20 - 60 min, take a second sample within the next 50 min (i.e. within last 10 min of discharge); if >60 min, take a third sample within the last 10 min.

<sup>2</sup>Not required for non-chlorinated discharges.

<sup>3</sup>Turbidity grab sample required; if measured value is > turbidity action level of 100 NTU, additional BMPs must be implemented.

<sup>4</sup>pH only required for superchlorinated discharges.

<sup>5</sup>Potable water discharge exceeding 325,850 gallons (discharge) requires early notification to SWRCB

## APPENDIX 5

### CONFINED SPACE ATMOSPHERIC TESTING LOG

Atmospheric testing conducted by: \_\_\_\_\_ Date: \_\_\_\_\_

Location: \_\_\_\_\_

Detector Serial No. \_\_\_\_\_ Calibration date: \_\_\_\_\_

| <u>OXYGEN</u><br>19.5-23.5% | <u>COMBUSTIBLES</u><br>max. 10% LEL | <u>HYD. SULFIDE</u><br>max. 10 ppm | Other (specify):<br>_____ |
|-----------------------------|-------------------------------------|------------------------------------|---------------------------|
| Reading/Time                | Reading/Time                        | Reading/Time                       | Reading/Time              |
| _____ am                    | _____ am                            | _____ am                           | _____ am                  |
| _____ / _____ pm            | _____ / _____ pm                    | _____ / _____ pm                   | _____ / _____ pm          |
| _____ am                    | _____ am                            | _____ am                           | _____ am                  |
| _____ / _____ pm            | _____ / _____ pm                    | _____ / _____ pm                   | _____ / _____ pm          |
| _____ am                    | _____ am                            | _____ am                           | _____ am                  |
| _____ / _____ pm            | _____ / _____ pm                    | _____ / _____ pm                   | _____ / _____ pm          |
| _____ am                    | _____ am                            | _____ am                           | _____ am                  |
| _____ / _____ pm            | _____ / _____ pm                    | _____ / _____ pm                   | _____ / _____ pm          |
| _____ am                    | _____ am                            | _____ am                           | _____ am                  |
| _____ / _____ pm            | _____ / _____ pm                    | _____ / _____ pm                   | _____ / _____ pm          |
| _____ am                    | _____ am                            | _____ am                           | _____ am                  |
| _____ / _____ pm            | _____ / _____ pm                    | _____ / _____ pm                   | _____ / _____ pm          |
| _____ am                    | _____ am                            | _____ am                           | _____ am                  |
| _____ / _____ pm            | _____ / _____ pm                    | _____ / _____ pm                   | _____ / _____ pm          |
| _____ am                    | _____ am                            | _____ am                           | _____ am                  |
| _____ / _____ pm            | _____ / _____ pm                    | _____ / _____ pm                   | _____ / _____ pm          |
| _____ am                    | _____ am                            | _____ am                           | _____ am                  |
| _____ / _____ pm            | _____ / _____ pm                    | _____ / _____ pm                   | _____ / _____ pm          |
| _____ am                    | _____ am                            | _____ am                           | _____ am                  |
| _____ / _____ pm            | _____ / _____ pm                    | _____ / _____ pm                   | _____ / _____ pm          |

COMMENTS/OBSERVATIONS:

Readings are to be taken and recorded at least once every thirty (30) minutes while the confined space is occupied. Return completed log sheets to your Supervisor for recordkeeping.

**END OF CONTRACTOR SAFETY FOR SWEETWATER AUTHORITY**