

# Construction Fill Material and Trucking Services s2025-04

## Bid Detail

Project Title	Construction Fill Material and Trucking Services
Invitation #	S2025-04
Bid Posting Date	02/14/2025 1:03 PM (PDT)
Project Stage	Closed
Bid Due Date	03/04/2025 2:30 PM (PDT)
Response Format	Electronic
Project Type	RFQ (Request for Quote)
Response Types	Line Items Bidder's Responce Form (required) Statement of Qualifications (required)
Type of Award	Lump Sum
Categories	423320 - Brick, Stone, and Related Construction Material Merchant Wholesalers 423330 - Roofing, Siding, and Insulation Material Merchant Wholesalers 423390 - Other Construction Material Merchant Wholesalers 423930 - Recyclable Material Merchant Wholesalers 424590 - Other Farm Product Raw Material Merchant Wholesalers 424610 - Plastics Materials and Basic Forms and Shapes Merchant Wholesalers 444190 - Other Building Material Dealers 541870 - Advertising Material Distribution Services 562920 - Materials Recovery Facilities
License Requirements	
Department	Engineering and Operations
Address	505 Garrett Avenue Chula Vista, California 91910
County	San Diego
Bid Valid	
Liquidated Damages	
Estimated Bid Value	
Start/Delivery Date	
Project Duration	

## Pre-Bid Meeting Information

Pre-Bid Meeting    No

# Online Q&A

Online Q&A    Yes  
Q&A Deadline    02/21/2025 2:00 PM (PDT)

# Contact Information

Contact Info    Purchasing  
                         Purchasing@sweetwater.org  
Bids to    Sweetwater Authority  
Owner's Agent

# Description

**Scope of Services**    This Request for Quotation is issued to cover the cost to Authority for the purchase of construction fill material and trucking services as specified hereunder. Provide all labor, supervision, tools, equipment, materials, and incidentals necessary to provide and deliver construction fill materials to Authority's Operations Yard and job sites and to provide truck and drivers for the removal of spoil from the Operations Yard and job sites when necessary to designated landfills. The Authority will pay all landfill fees directly and will typically order twenty-five (25) or more tons per delivery. Truck and pup configurations are used to haul spoil from the yard and job sites.

Delivery  
The majority of material deliveries will be to Authority's Operations Yard (744 F Street, Chula Vista, CA 91910); however, requests will also be made for deliveries to job sites within the Authority's service area (Bonita, National City and the western and central portions of Chula Vista). The quoted delivery amount should include this entire delivery location. When material is requested to be delivered to a job site outside of the Authority's service area, the delivery charge can vary according to the job site location.

Job site deliveries and hauling is typically scheduled at least 48-hours in advance but there will be times when jobs are scheduled on short notice (e.g., 24-hours or less). There shall be no additional charges for jobs scheduled on short notice. The Authority will typically request material to be delivered in the morning with a delivery time of 8:30 or 9:30 A.M. for Authority's Operations Yard or job site locations; however, more specific timeframes may vary pending project requirements. Contractor may be required to assign more than one truck to our job sites to ensure the material is delivered as required.

A daily work ticket or delivery slip is required at the time of delivery or at the end of the drivers shift. The daily work ticket should include the job location, purchase order number, driver name, and hours worked. The delivery slip should include the job location, purchase order number, commodity, and net weight of material delivered.

#### Material Specifications

Decomposed granite shall be in accordance with the provisions of Section 15-01 and 15-02 of the Authority's Standard Specifications for Construction of Water Facilities.

Crushed aggregate base shall be in accordance with the provisions of Section 200-2.2 of the Standard Specifications for Public Works Constructions. (The "Greenbook").

#### Estimated Usage and Hours

The estimated usage and billable hours stated on the Bidder's Response Form are provided for the sole purpose of comparing offers. Estimated usage and hours may be increased or decreased to meet the actual requirements during the period of performance. A minimum quantity is not guaranteed.

#### Eight-Hour-Law:

Pursuant to the provisions of the California Labor Code, Eight (8) hours labor shall constitute a legal day's hours per day, and forty (40) hours during any one (1) week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1- 1/2) times the basic rate of pay. The Contractor shall forfeit as a penalty to the Authority twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker employed in the execution of this Contract by Contractor or by any subcontractor under Contractor, for each calendar day during which such worker is required, or permitted to work more than eight (8) hours in any one (1) day or forty (40) hours in any one (1) calendar week in violation of the provisions of said Labor Code.

#### Other Details

Prevailing Wages - Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. Compliance with the prevailing rates of wages and apprenticeship employment standards established by the State Director of Industrial Relations will be required. Copies of prevailing wage rates are on file and are available for inspection in the office of the Sweetwater Authority Engineering Department, 505 Garrett Ave, Chula Vista, CA 91910 or online at <http://www.dir.ca.gov/dlsr>. The successful quote shall post a copy thereof at each job site. The Authority hereby places the Contractor and any subcontractors on notice of the penalty provisions of Labor Code Section 1775 for failure to comply with prevailing wage laws. Pursuant to Labor Code Section 1771, prevailing wages do not apply to jobs under \$1,000.

#### Notes

Right to Waive or Reject - The Authority reserves the right to reject any or all proposals/quotes or to waive any minor irregularities in any proposal/quote or in the bidding process. The Authority reserves the right to cancel, in whole or in part, this RFQ. This RFQ does not commit the Authority to award a contract, to defray any costs incurred in the preparation of a Quotation, or to

procure or contract for work. This inquiry implies no obligation to buy. The right is reserved to accept all or part, or decline the whole. Do not quote on goods or services that you cannot supply or provide. When substitutes are allowed and offered, attach complete specifications. The Authority's standard purchase order terms and conditions, copy attached hereto, will apply to any order(s) resulting from this quotation.

#### Special Notices

#### Local Programs & Policies

# Bidder's Response Form

**RFQ: S2025-04 – Construction Fill Material and Trucking Services**

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

Name of Company: \_\_\_\_\_

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

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

Name (please print) \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

## Ordering Information:

Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

E: Mail: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Emergency number for after hours: \_\_\_\_\_

Fax Number: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Are services available 24-hours a day, seven days a week? \_\_\_\_\_

Emergency response capabilities: \_\_\_\_\_

## Billing Information:

Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Fax Number: \_\_\_\_\_

## Renewal Options:

Escalation Caps for Renewal Option 1: \_\_\_\_\_%

Escalation Caps for Renewal Option 2: \_\_\_\_\_%

Escalation Caps for Renewal Option 3: \_\_\_\_\_%

Escalation Caps for Renewal Option 4: \_\_\_\_\_%

**Name of Company:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## SECTION A

Prices are firm and fixed for one year from the date of award.

Material	Plant Price/Ton	Delivery Price/Ton	Est. Usage	Delivered Ext. Price
DG, Pre-moistened**	\$ _____	\$ _____	2000 Tons	\$ _____
Crushed Aggregate Base (CAB)	\$ _____	\$ _____	1,000 Tons	\$ _____
1in Minus Rock (pre-washed)	\$ _____	\$ _____	75 Tons	\$ _____
Sand, SE30 for Sand Bags	\$ _____	\$ _____	75 Tons	\$ _____
Cold Mix*	\$ _____	\$ _____	200 Tons	\$ _____

\* A MSDS or SDS sheet must be included with your bid. Failure to provide an MSDS or SDS sheet may result in the rejection of your bid.

\*\*Pre-moistened to optimum moisture-based proctor density test results of 9.0%.

## SECTION B

Billing shall not start until the trucks arrive at the Operations Yard or jobsite location. Authority has accounts with landfills and dumpsites that are located in South and East County and will be billed directly by the landfills for disposal and recycling of spoil from job sites.

Prices are firm and fixed for one year from the date of award.

Minimum hours billed per service call: \_\_\_\_\_

Description	Hourly Rate	Est. Number of Billable Hours	Total
Hauling of spoil from Operations' yard and job site locations to dump sites located in South and East County.	\$ _____	75	\$ _____

## STATEMENT OF BIDDER'S QUALIFICATIONS

The following statements, as to the experience and qualifications for the submitted Quote, as a part thereof. The truthfulness and accuracy of the information is guaranteed by the submitter.

1. Company Name: \_\_\_\_\_
2. The Company has been engaged in the business, under the present business name for \_\_\_\_\_ years. Experience in work of a nature similar to that covered in the Scope of Work extends over a period of \_\_\_\_\_ years.
3. The Company has successfully completed the following contracts in the last three years, which are similar to the magnitude and difficulty of this project.

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

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

Contact e-mail: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Service Provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project Amount: \_\_\_\_\_ Project Start Date: \_\_\_\_\_

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

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

Contact e-mail: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Service Provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project Amount: \_\_\_\_\_ Project Start Date: \_\_\_\_\_

4. Have you ever failed to complete any work awarded to you, or defaulted on a contract?

If so, please explain where and why? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. Additional information: Any other relevant information that supports the proposal:

\_\_\_\_\_

\_\_\_\_\_

### SUBCONTRACTOR (if applicable)

Bidder shall set forth the name and address of the place of business of each subcontractor who will perform work, or labor, or render service to the bidder on said contract, and each subcontractor licensed by the State of California who, under subcontract to the bidder, specially fabricates and installs a portion of the work according to the plan and specifications, in an amount of excess of one-half (1/2) of one percent (1%) of the total quote, and that portion of the work to be done by such Authority will not permit prime contractors to submit required subcontractor information up to 24 hours after the deadline for submission of quotes.

Name of Subcontractor,  
License Number, and  
Classification

Address of Place  
of Business

Work to be done  
by Subcontractor

\_\_\_\_\_

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## **PREVAILING WAGE**

Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. Compliance with the prevailing rates of wages and apprenticeship employment standards established by the State Director of Industrial Relations will be required. Copies of prevailing wage rates are on file and are available for inspection in the office of the Sweetwater Authority Engineering Department, 505 Garrett Ave, Chula Vista, CA 91910 or online at <http://www.dir.ca.gov/dlsr>. The successful bidder shall post a copy thereof at each job site. The Authority hereby places the Contractor and any subcontractors on notice of the penalty provisions of Labor Code Section 1775 for failure to comply with prevailing wage laws. Pursuant to Labor Code Section 1771, prevailing wages do not apply to jobs under \$1,000.

## **PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**

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



## Terms and Conditions and Insurance Requirements

1. **Purchase Order:** These terms and conditions govern the implementation of the purchase order to which they are attached ("Purchase Order"). In the case of any conflict between the Purchase Order, these terms and conditions, and any attachments incorporated herein by reference, these terms and conditions shall govern. The Purchase Order, these terms and conditions and any attachments incorporated herein are sometimes referred to herein as the "Contract".
2. **Definitions:** As used herein, "Goods" shall mean and refer to all articles, items, parts, materials, goods, supplies, or products, and any associated labor or services, furnished by Supplier. As used herein, "Services" shall mean all work or services furnished by Supplier.
3. **Acceptance/Inspection:** Goods or Services shall be exactly as specified in the Purchase Order, free from all defects in design, workmanship and materials and are subject to inspection and testing by Authority or its authorized representative. Delivery does not constitute acceptance. Authority may reject nonconforming Goods or Services, or exercise any other right specified herein related to nonconforming Goods or Services.
4. **Prices:** Unless expressly provided otherwise, all prices and fees specified in the Purchase Order are firm and shall not be subject to change without the written approval of Authority. No extra charges of any kind will be allowed unless specifically agreed to in writing by Authority's authorized representative. Unless otherwise specified herein, the total price shall include (i) all federal, state and local sales, use, excise, privilege, payroll, occupational and other taxes applicable to the Goods or Services furnished to Authority hereunder; and (ii) all charges for packing, freight and transportation to destination.
5. **Payment:** The time period allowed for payment as indicated on the Purchase Order shall commence upon receipt of Supplier's invoice or upon receipt of the Goods or performance of the Services, whichever is later, and approval by Authority of the invoice. All shipping documents and invoices must reference Authority Purchase Order number in order to be processed. Orders delivered directly to job sites may require proof of delivery prior to payment. Acceptable proof is a signed packing slip acknowledging delivery. Payments otherwise due may be withheld by Authority on account of defective Goods or Services not remedied, liens or other claims filed, reasonable evidence indicating probable filing of liens or other claims, failure of Supplier to make payments properly to its subcontractors or for material or labor, the failure of Supplier to perform any of its other obligations under the Contract, or to protect Authority against any liability arising out of Supplier's failure to pay or discharge taxes or other obligations. If the causes for which payment is withheld are removed, the withheld payments will be made promptly. If the said causes are not removed within a reasonable period after written notice, Authority may remove them at Supplier's expense.
6. **Schedule; Liquidated Damages:** The time of Supplier's performance is of the essence for this Contract. The Goods or Services shall be delivered in accordance with any schedule set forth in the Purchase Order. Supplier must immediately notify Authority in writing any time delivery is behind schedule or may not be completed on schedule. If delivery does not occur on schedule it is understood that Authority will suffer damage. It being impractical and infeasible to determine the amount of actual damage, it is agreed that Supplier shall pay to Authority, as liquidated damages not as a penalty, the sum of one hundred (\$100.00) dollars per day for each and every calendar day delay in finishing the Contract and/or failing to deliver the Goods or completing the Services.
7. **Packaging:** Packaging must be of sufficient quality and strength to adequately protect the Goods against jolting, rough handling, accidents, and all other dangers inherent in the movement, handling, transportation, and storage of the Goods.
8. **All Shipments are F.O.B. Delivered:** Supplier assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all Goods under the Contract.
9. **Title:** Supplier warrants that all Goods and Services are free and clear of all liens and encumbrances whatsoever, and that Supplier has a good and marketable title to same, and Supplier agrees to hold Authority free and harmless against any and all claimants to the Goods. Title to the Goods purchased hereunder shall pass to the Authority at the F.O.B. point designated on the Purchase Order, subject to the right of Authority to reject upon inspection.
10. **Material Safety Data Sheets (MSDS):** Supplier shall provide a MSDS for any and all Goods that contain hazardous substances as defined by Cal OSHA. Supplier shall indemnify and hold harmless Authority from and against all losses costs, fees, liabilities and damages that Authority may suffer as a result of Supplier's failure to comply with the above requirement.
11. **AWWA Standards and Approved Materials List:** As applicable, Goods must meet or exceed AWWA specifications and be listed in Sweetwater Authority's Approved Materials List - revised November 2008 ("Approved List") which is incorporated herein and made a part hereof by this reference. The Approved List can be obtained by calling the Authority Engineering at 619-420-1413 or Purchasing at 619-409-6872.
12. **Markings on Fittings:** All ductile-iron fittings shall have distinctly cast on the outside of the body the identity of the standard; the pressure rating; nominal diameter of the openings; manufacturer's identification; the country where cast; the letters DI or word "Ductile"; and the number of degrees or fraction of the circle on all bends.
13. **Assembly Bill 1953:** All bronze components in contact with potable water shall be low lead in accordance with Assembly Bill 1953 (AB1953), excluding service saddles, backflow preventers for non-potable service, such as irrigation and industrial, and water distribution main gate valves that are greater than two inches.
14. **Artwork, Designs, Etc.:** If the Goods or Services are to be produced by Supplier in accordance with designs, drawings or blueprints furnished by Authority, Supplier shall return same to Authority upon completion or cancellation of this Contract. Any materials, equipment, tools, artwork, designs or other properties furnished by Authority or specifically paid for by Authority shall be Authority's property.
15. **Warranty and Quality Inspection:** Supplier warrants that all Goods furnished shall be new, unused, and free from defects and of a good quality for a period of one year, or such longer period as provided by a manufacturer's warranty. Goods shall conform to drawings and/or specifications and shall be merchantable quality and fit for the purpose for which purchased, and shall be at all times subject to Authority's inspection; but neither Authority's inspection nor failure to inspect shall relieve Supplier of any obligation hereunder. Supplier further warrants that any Services provided hereunder will be performed in a professional and workmanlike manner and in accordance with the highest industry standards. If, in Authority's opinion, any Goods or Services fail to conform to specifications or are otherwise defective, Supplier shall, immediately after receiving notice from Authority, at the option of Authority, and at Supplier's own expense and without cost to Authority: (i) repair the defective Goods or Services; (ii) replace the defective Goods or Services with conforming Goods or Services, F.O.B. Authority's plant, office or other location of Authority where the Goods or Services were originally performed or delivered; or (iii) repay to Authority the purchase price of the defective Goods or Services. If Authority selects repair or replacement, any defects will be remedied without cost to Authority, including but not limited to, the costs of removal, repair and replacement of the defective Goods or Services, and reinstallation of new Goods or Services. All such defective Goods or Services that are so remedied will be similarly warranted as stated above. In addition, Supplier will repair or replace other items of the Goods or Services which may have been damaged by such defects or the repairing of the same, all at its own expense and without cost to Authority. No acceptance or payment by Authority shall constitute a waiver of the foregoing, and nothing herein shall exclude or limit any warranties implied by law.
16. **Site Maintenance.** The site of any installation work related to Goods or where Services are performed shall be kept clean and free of hazards at all times during use thereof by Supplier. After any installation of Goods or completion of Services, as applicable, Supplier shall clean the surrounding area to its prior condition.

17. **Changes:** Authority may make changes, at any time, to the Goods or Services, including but not limited to, Authority's requirements and specifications, by giving written notification to Supplier. If such changes affect the cost of or the time to deliver or perform under this Contract, an equitable adjustment in price, delivery, or both will be made. No changes by Supplier shall be recognized unless agreed to in writing by an authorized agent of Authority. Any claims of Supplier for an adjustment in price, delivery, or both must be made in writing within fifteen (15) calendar days from the date of notification by Authority, or shall be waived. Under no circumstance should Supplier stop performance of this Contract as changed. Any change in the price necessitated by such change will be agreed upon between Authority and Supplier and such change will be authorized by a change order document signed by Authority and accepted by Supplier.
18. **Termination:**
- A. **Convenience:** With written notice stating the extent and effective date, Authority may terminate this Contract, in whole or in part, for convenience at any time without any further cost to Authority except for Goods or Services provided prior to the effective date of termination.
- B. **Default:** If Supplier is in default of or willfully violates any of the conditions or covenants of this Contract, including refusal or failure to prosecute its obligations or any separable part thereof with diligence and in accordance with the schedule specified by the Purchase Order, or if Supplier should be adjudged a bankrupt, or if Supplier should make a general assignment for the benefit of Supplier's creditors, or if a receiver should be appointed on account of Supplier's insolvency, or Supplier or any of Supplier's subcontractors should violate any of the provisions of this Contract, Authority may serve written notice upon Supplier of Authority's intention to terminate this Contract. This notice of intent to terminate shall contain the reasons for such intention to terminate this Contract, and a statement to the effect that Supplier's right to perform this Contract shall cease and terminate upon the expiration of ten (10) days unless such violations have ceased and arrangements satisfactory to Authority have been made for correction of said violations. In such an event, Authority may:
1. Require immediate delivery of conforming Goods or require Supplier to repair nonconforming Goods or re-perform nonconforming Services at Supplier's own expense to bring nonconforming Goods or Services into conformance;
  2. Rework the nonconforming Goods or Services with Authority's staff or authorized representatives, including other contractors, to bring the Goods or Services into conformance and reduce the price paid to Supplier by Authority's cost;
  3. Seek reimbursement or deduct from any payments due for any additional cost incurred including staff time to locate conforming Goods or Services, or otherwise related to Supplier's default.
- In addition to the above remedies, Authority may seek any other legal remedies available to it.
19. **Patent Indemnity:** Supplier agrees to indemnify Authority, its officers, board members, employees, and authorized volunteers against liability of any kind including the costs and expenses incurred for the use of any invention or discovery and for the infringement of any patent occurring in the performance of this Contract or arising by reason of the use or disposal by or for the account of Authority of Goods manufactured or supplied under this Contract, except items manufactured to detailed specifications supplied by Authority.
20. **Assignment/Subcontracting/Independent Contractor Status:** No performance of this Contract or any portion thereof may be assigned or sub-contracted by the Supplier without the express written consent of Authority, which may be withheld for any reason. Any attempt by Supplier to assign or sub-contract any performance of this Contract without the express written consent of Authority shall be invalid and shall constitute a breach of this Contract. Supplier is retained as an independent contractor and is not an employee of Authority. No employee or agent of Supplier shall be considered an employee of Authority. Authority shall not be obligated in any way to pay any wage claims or other claims made against Supplier by any such employees, agents, or any other person resulting from performance of this Contract.
21. **Safety:** All Goods and Services shall comply with all Federal, State and local safety rules and regulations including OSHA.
22. **Prevailing Wages:** Pursuant to prevailing wage, Supplier shall pay Supplier's employees and subcontractors the prevailing wage for any and all "public works" and "maintenance projects" as defined in Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., performed in connection with this Contract. Supplier shall indemnify, defend, hold harmless Authority, its officers, agents, employees and volunteers from all fines, suits, procedures, claims and actions of every kind, and all costs associated therewith arising out of or in any way connected with Supplier's failure to pay prevailing wage. Prevailing wage shall be as determined by the Director of the Department of Industrial relations in accordance with the standards set forth in Section 1770 et SEQ. of the Labor Code. Pursuant to labor code Section 1771, prevailing wages do not apply to jobs under \$1,000.
23. **Compliance with Law:** Supplier warrants that it will comply with all federal, state, and local laws, ordinances, rules and regulations applicable to its performance under this Contract and procure all permits and licenses, pay all charges and fees.
24. **Indemnification:** Supplier shall defend, indemnify and hold the Authority, its elected officials, officers, employees, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Supplier, its officials, officers, employees, agents, and subcontractors arising out of or in connection with the Goods or Services or the performance of this Contract, including without limitation the payment of all attorneys' fees and other related costs and expenses except such loss or damage which was caused by the sole negligence or willful misconduct of the Authority. Supplier's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Authority, its elected officials, officers, employees or agents.
25. **Taxes:** Unless otherwise provided herein or required by law, Supplier, except out-of-state\*, assumes exclusive liability for, and shall pay before delinquency, all sales, use, excise and other taxes, charges or contributions of any kind now or hereafter imposed on or with respect to, or measured by the or work furnished hereunder on the wages, salaries or other remuneration's paid to persons employed in connection with the performance of this Contract; and Supplier shall indemnify and hold harmless Authority from any liability and expense by reason of Supplier's failure to pay such taxes or contributions.
26. **Insurance:** Supplier shall take out and maintain, during the performance of all work under this Contract, Commercial General, Automobile and Worker's Compensation Liability Insurance at policy limits and with insurance companies acceptable to Authority, as further detailed below. Evidence of insurance shall be provided to Authority before work commences.
27. **Waiver:** Any action or inaction by Authority shall not constitute a waiver of any rights or remedy available herein or by law. The failure of Authority to enforce at any time any of the provisions of this Contract or to exercise any option provided herein, or to require at the any time performance of any of the provisions hereof, shall in no way be construed to be a present or future waiver of such provisions, nor in any way to affect the validity of this Contract or any part thereof, or the right thereafter to enforce each and every provision.
28. **Force Majeure:** Neither Authority or Supplier shall be liable for failure to perform its obligations under this Contract where such failure is a result from any act of God or other cause beyond its reasonable control.
29. **Successors and Assigns:** This Contract shall be binding on the successors and assigns of the parties.
30. **Governing Law:** This Contract and all orders shall be deemed to be made in the County of San Diego, State of California and shall in all respects be construed and governed by the laws of California. Venue shall be in the County of San Diego.
31. **Entire Agreement:** All orders may be accepted only on the terms and conditions set forth in this Contract. Terms in Supplier's acceptance in addition to or not identical with such terms will not become a part of this Contract. This Contract represents the entire agreement between the parties hereto related to the Goods or Services.
32. **Amendment:** No modification or amendment of this Agreement shall be binding unless executed in writing and signed by the parties hereto.
33. **Severability:** The unenforceability, invalidity or illegality of any provision of these terms and conditions shall not render the other provisions unenforceable, invalid or illegal.

\*Out-of-state Suppliers without a California Sales and Use Tax Permit should not include sales tax on their invoice. Authority will pay the use tax directly to the California State Board of Equalization.

**Commercial General Liability and Automobile Liability Insurance** - Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

**Coverage** - Coverage for commercial general liability and automobile 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 Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)

**Limits** - Contractor shall maintain limits no less than the following:

1. General Liability - One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the Sweetwater Authority) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

**Required Provisions** - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. ***"The Sweetwater Authority, its directors, officers, employees, and authorized volunteers"*** are to be given insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; and automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to Authority, its directors, officers, employees, or authorized volunteers.
2. For any claims related to this project, ***Contractor's insurance shall be primary insurance*** as respects Authority, its directors, officers, employees, or authorized volunteers. Any insurance, self-insurance, or other coverage maintained by Authority, its directors, officers, employees, or authorized volunteers shall not contribute to it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to Authority, its directors, officers, employees, or authorized volunteers.
4. 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.
5. Each insurance policy required by this agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or Contractor, except after thirty (30) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to Authority.

Such liability insurance shall indemnify Contractor and his/her sub-contractors against loss from liability imposed by law upon, or assumed under contract by, 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.

The 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.

The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

All of the insurance shall be provided on policy forms and through companies satisfactory to Authority.

#### **Deductibles and Self-Insured Retentions**

Any deductible or self-insured retention must be declared to and approved by Authority. At the option of Authority, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

#### **Acceptability of Insurers**

Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-: VII or equivalent or as otherwise approved by the Sweetwater Authority.

#### **Workers' Compensation and Employer's Liability Insurance**

Contractor and all sub-contractors shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Contractor shall provide employer's liability insurance with limits of no less than \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

**Pollution Liability Insurance.** If Supplier is transporting hazardous materials, Supplier shall provide pollution liability insurance of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.

**Product Liability and/or Errors and Omissions Insurance.** If Supplier is also the manufacturer of the Goods, Supplier shall carry Product Liability and/or Errors and Omissions Insurance which covers the Goods with limits of not less than \$1,000,000.

**Freight.** Supplier shall ensure that third party shippers contracted by Supplier have adequate insurance coverage for the shipped Goods.