



moulton niguel water district

**TECHNICAL COMMITTEE MEETING
MOULTON NIGUEL WATER DISTRICT
BOARD OF DIRECTORS**

26880 Aliso Viejo Pkwy, Suite 150, Aliso Viejo

June 29, 2020

7:30 AM

Approximate Meeting Time: 1 Hour

IN AN EFFORT TO PREVENT THE SPREAD OF COVID-19 (CORONAVIRUS), AND IN ACCORDANCE WITH THE GOVERNOR'S EXECUTIVE ORDER N-29-20, THERE WILL BE NO PUBLIC LOCATION FOR THE PUBLIC TO ATTEND THIS BOARD MEETING IN PERSON. MEMBERS OF THE PUBLIC MAY LISTEN AND PROVIDE PUBLIC COMMENT TELEPHONICALLY BY CALLING THE FOLLOWING NUMBER:

DIAL: 1-669-900-9128

MEETING ID: 820 9381 8132#

1. CALL MEETING TO ORDER
2. APPROVE THE MINUTES OF THE JUNE 1, 2020 TECHNICAL COMMITTEE MEETING
3. PUBLIC COMMENTS
As permitted under the Brown Act, and in order to provide an equal opportunity for members of the public to provide comment without everyone talking over one another, the Board of Directors will receive all public comments, on items on or off the agenda, during the Public Comment portion of this meeting. Comments are limited to five minutes unless further time is granted by the Presiding Officer.

DISCUSSION ITEMS

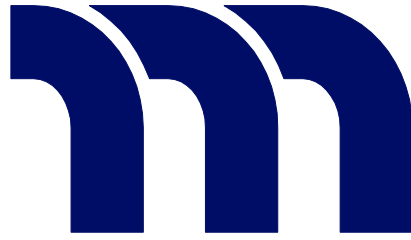
4. Construction Management and Inspection Services for Regional Lift Station Force Main Replacement
5. Construction Contract Amendment for Recycled Water Distribution System Improvements
6. On-Call Construction Support Services

ADJOURNMENT

The Board of Directors' Meeting Room is wheelchair accessible. If you require any special disability related accommodations (i.e., access to an amplified sound system, etc.), please contact the Moulton Niguel Water District Secretary's office at (949) 831-2500 at least forty-eight (48) hours prior to the

scheduled meeting. This agenda can be obtained in alternate format upon written request to the Moulton Niguel Water District Secretary at least forty-eight (48) hours prior to the scheduled meeting.

Agenda exhibits and other writings that are disclosable public records distributed to all, or a majority of, the members of the Moulton Niguel Water District Board of Directors in connection with a matter subject to discussion or consideration at an open meeting of the Board of Directors are available for public inspection at the District Office, 26880 Aliso Viejo Parkway, Suite 150, Aliso Viejo, CA (“District Office”). If such writings are distributed to members of the Board less than seventy-two (72) hours prior to the meeting, they will be available in the reception area of the District Office at the same time as they are distributed except that, if such writings are distributed immediately prior to, or during the meeting, they will be available in the Board meeting room and on the District website at www.mnwd.com.



moulton niguel water district

DRAFT
MINUTES OF THE TECHNICAL COMMITTEE MEETING
MOULTON NIGUEL WATER DISTRICT
BOARD OF DIRECTORS

June 1, 2020

A Regular Meeting of the Technical Committee of the Moulton Niguel Water District was held telephonically at 7:30 AM on June 1, 2020. There were present and participating:

DIRECTORS

Duane Cave	Vice President/Chair
Donald Froelich	Vice President
Bill Moorhead	Director

Also present and participating were:

STAFF MEMBERS, LEGAL COUNSEL, AND MEMBERS OF THE PUBLIC

Joone Lopez	General Manager
Matt Collings	Assistant General Manager
Rod Woods	Director of Engineering
Drew Atwater	Director of Finance & Water Resources
Gina Hillary	Director of Human Resources
Todd Novacek	Director of Operations
Jose Solorio	Government Affairs Officer
Jeff Ferre	Best, Best, & Krieger (General Counsel)
Paige Gulck	Board Secretary
Tim Bonita	Recording Secretary
Matt Brown	MNWD
Johnathan Cruz	MNWD
Todd Dmytryshyn	MNWD
Jesus Garibay Jr.	MNWD
Bryan Hong	MNWD
David Larsen	MNWD
Steve Merk	MNWD
Medha Patel	MNWD
Adrian Tasso	MNWD

Alex Thomas

MNWD

1. CALL MEETING TO ORDER

The meeting was called to order by Chairman Cave at 7:30 a.m. Chairman Cave stated that the meeting was being conducted by teleconference pursuant to the Brown Act waivers provided for under the Governor's Executive Orders in response to the COVID-19 State of Emergency. As stated on the agenda, there was no public location for attending the meeting in person. The agenda also stated that the public could listen and provide comment telephonically by calling the number listed on the agenda.

2. APPROVE THE MINUTES OF THE MAY 4, 2020 TECHNICAL COMMITTEE MEETING

MOTION DULY MADE BY BILL MOORHEAD AND SECONDED BY DONALD FROELICH, MINUTES OF THE MAY 4, 2020 TECHNICAL COMMITTEE MEETING WERE APPROVED AS PRESENTED. A ROLL CALL VOTE WAS TAKEN, AND THE VOTE WAS UNANIMOUS WITH DIRECTORS DUANE CAVE, DONALD FROELICH AND BILL MOORHEAD ALL VOTING 'AYE'.

3. PUBLIC COMMENTS

Chairman Cave stated that as permitted under the Brown Act, and in order to provide an equal opportunity for members of the public to provide comment without everyone talking over one another, public comments, on items on or off the agenda, would be taken during the Public Comment portion of the meeting. Chairman Cave then asked if there was anyone on the phone who would like to provide comment. Hearing none, the Public Comment portion of the meeting was closed.

DISCUSSION ITEMS**4. Professional Services Agreement for 1050-Zone Secondary Feed Pump Station and Transmission Main**

Alex Thomas provided information on the item. Discussion ensued regarding the project. The Committee recommended sending this item to the Board for approval.

5. Spoils Removal Service Agreement

Adrian Tasso provided details on the item. Discussion ensued regarding the services. The Committee recommended sending this item to the Board for approval.

6. Fiscal Year 2020-21 Proposed Budget

Matt Collings provided information on the item.

INFORMATION ITEMS

7. Plant 3A Solids Handling Facilities Project Update

David Larsen provided an update on the plant 3A solids handling facilities project.

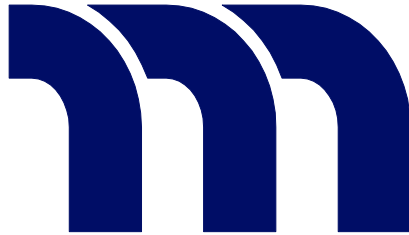
ADJOURNMENT

The meeting was adjourned at 7:58 a.m.

Respectfully submitted,

Tim Bonita
Recording Secretary

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moulton niguel water district

STAFF REPORT

TO: Board of Directors **MEETING DATE:** June 29, 2020

FROM: Rod Woods, Director of Engineering
Todd Dmytryshyn, Engineering Manager

SUBJECT: Construction Management and Inspection Services for Regional Lift Station Force Main Replacement

SUMMARY:

Issue: Board action is required to execute a Professional Services Agreement (PSA) for construction management and inspection (CM&I) services for the Regional Lift Station Force Main Replacement, Project No. 2013.004.

Recommendation: It is recommended that the Board of Directors approve the Professional Services Agreement with Black & Veatch in the amount of \$2,112,331; authorize the General Manager or Assistant General Manager to execute the agreement; and to approve amendments up to 10% of the contract value.

Fiscal Impact: Project No. 2013.004 is budgeted in Fund 7, Replacement and Rehabilitation, with a current project budget of \$13,700,000. The proposed project budget is \$14,340,564. The project is anticipated to be constructed over the next two fiscal years. Sufficient funds are available in Fund 7 for Fiscal Year 2020-21; the overall Fiscal Year 2020-21 CIP budget for Fund 7 is \$41,393,593.

Reviewed by Legal: Yes

BACKGROUND:

The Regional Lift Station is located along Alicia Parkway in Laguna Niguel and pumps wastewater to the Regional Treatment Plant (RTP) through parallel 20-inch and 24-inch force mains that are each approximately 7,400 feet long. The existing force mains are in service roads within the Laguna Niguel Regional Park. The force mains were constructed in 1980 using Techite pipe, which is a composite material made of glass and polyester resin. The existing force mains are due for replacement.

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Construction Management and Inspection Services for Regional Lift Station Force Main Replacement

June 29, 2020

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In July 2017, the District executed an agreement with Tetra Tech, Inc. to provide engineering consulting services associated with the design of the Regional Lift Station Force Main Replacement. In August 2019, the Board of Directors approved the resolution for adopting the Mitigated Negative Declaration and the Mitigation, Monitoring, and Reporting Program (MMRP). Staff intends to issue a notice inviting bids for the construction of the project later this year.

Considering the scope, complexity, duration, and importance of the project, in addition to current workloads, staff recommends the use of an outside firm for construction management and inspection support. The construction management and inspection services will include: pre-bid constructability and construction sequencing review; contractor pre-qualification support; bid phase support; construction inspection and specialty inspection; construction management and contract administration; environmental monitoring during construction; geotechnical services during construction; document control as directed by the District, including all project submittals, requests for information, change orders, progress payments, field reports, and correspondence; maintenance of as-built drawings; and project closeout including final inspection, punch list development and management, and project documentation.

DISCUSSION:

On April 28, 2020, staff issued a Request for Proposals (RFP) for construction management and inspection services to six qualified firms. Six proposals were received, and the fee estimates are summarized below:

Firm	Fee Estimate
Dudek	\$1,707,234
MWH Constructors	\$1,971,445
Black & Veatch	\$2,112,331
Wallace & Associates	\$2,583,682
Butier Engineering	\$2,915,157
TRC	\$2,915,394

Staff carefully evaluated the proposals based on various factors to identify the best candidates for further consideration in an interview. The factors that went into the initial screening of the proposals included: key personnel and overall team, specific project understanding and approach, proposal quality, project specific experience, and fee estimate. Staff concluded that Black & Veatch, MWH Constructors, and Wallace & Associates met the above qualifications for further consideration.

On June 16, 2020, Staff conducted interviews with each of these three firms. Each firm answered a series of questions, followed by a brief presentation of the firm's qualifications as it relates to the scope of services for this project.

Construction Management and Inspection Services for Regional Lift Station Force Main Replacement
June 29, 2020
Page 3 of 3

Based on the firm’s performance in the interviews and their submitted proposal, staff recommends that Black & Veatch be awarded the professional services agreement.

All services will be performed on a time and materials not to exceed basis.

The increase in budget associated with the CM&I services is primarily due to environmental compliance requirements for the project. These requirements were defined during the preparation of the Mitigated Negative Declaration, MMRP, and subsequent permitting process. The requirements resulted in a longer estimated construction duration and increased level of effort for environmental monitoring than was anticipated when the CM&I services budget was originally developed. The CM&I services also include additional pre-bid services which are expected to help expedite the construction schedule and reduce unforeseen costs during construction. There are sufficient funds available in the approved Fund 7 CIP budget to support the increased project budget; an amendment to the overall CIP budget is not required.

SUMMARY OF PROJECT BUDGET:

	Project Budget*	Proposed / Approved Contract	Proposed / Authorized Contingency	Total Proposed / Authorized Amount
Project Items				
Engineering	\$920,000	\$834,000	\$83,000	\$917,000
Construction Contract	\$11,000,000	\$11,000,000	\$0	\$11,000,000
CM and Inspection	\$1,680,000	\$2,112,331	\$211,233	\$2,323,564
Legal, Easements, Permits, District Labor	\$100,000	\$100,000	\$0	\$100,000
Totals	\$13,700,000	\$14,046,331	\$294,233	\$14,340,564

*\$806,119.01 has been expended to date.

 Currently Proposed Amount

Attachments:

1. Exhibit A – Location Map
2. Exhibit B – PSA for CM&I Services for Regional Lift Station Force Main Replacement
3. Exhibit C – Vendor Contact List



- Study Area
- Existing Force Mains
- Construction Access
- Boring Pit/Receiving Pit
- Dual Force Main Alignment**
 - Open-cut Trenching
 - Trenchless Construction



0 700 Feet

Exhibit "A" Location Map
Regional Lift Station
Force Main Replacement
Contract No. 2013.004

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
MOULTON NIGUEL WATER DISTRICT AND
BLACK & VEATCH CORPORATION
MNWD PROJECT: CM&I SERVICES FOR REGIONAL LIFT STATION
FORCE MAIN REPLACEMENT
CONTRACT NO. 2013.004b**

This Agreement (the "Agreement") is made and entered into on _____ ("Effective Date") by and between the Moulton Niguel WATER DISTRICT ("MNWD") and Black & Veatch Corporation, a corporation with its principal place of business at 800 Wilshire Blvd., Suite 600, Los Angeles, CA 90017 ("Consultant"). MNWD and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

SECTION I – PURPOSE

Consultant shall provide certain professional services required by MNWD on the terms and conditions set forth in this Agreement. Consultant represents that it has the qualifications, experience, licenses, and facilities necessary to properly perform construction management and inspection services in a competent and professional manner.

SECTION II – TERM

The term of this Agreement shall be from the Effective Date to **December 31, 2023**, unless earlier terminated as provided herein.

SECTION III – SCOPE OF SERVICES

Section 3.1. Scope of Services. The scope of services to be provided by Consultant is set forth on Exhibit "A" attached hereto and by this reference incorporated herein ("Services"). Consultant warrants that it will perform the Services as set forth herein in a competent, professional and satisfactory manner. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

Section 3.2. Schedule of Services. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines, including any schedule of services set forth in Exhibit "A."

Section 3.3. Permits, Licenses, Fees and Other Charges. Consultant shall, in accordance with applicable laws and ordinances, obtain at his/her/its expense all permits and licenses necessary to accomplish the Services. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

SECTION IV – COMPENSATION

Section 4.1. Payment for Services Rendered. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Two Million One Hundred Twelve Thousand Three Hundred Thirty-One Dollars (\$2,112,331)** without written approval by MNWD. Extra Work may be

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authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

Section 4.2. Invoices. Consultant shall submit to MNWD a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. MNWD shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

- A. Payment shall not constitute acceptance of any work completed by Consultant.
- B. The making of final payment shall not constitute a waiver of any claims by MNWD for any reason whatsoever.

Section 4.3. Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by MNWD.

Section 4.4. Extra Work. At any time during the term of this Agreement, MNWD may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by MNWD to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization by MNWD.

SECTION V – REPRESENTATIVES OF THE PARTIES

Section 5.1. MNWD's Representative. MNWD hereby designates its Director of Engineering, or his or her designee, to act as its representative for the performance of this Agreement ("MNWD's Representative"). Consultant shall not accept direction or orders from any person other than MNWD's Representative or his or her designee.

Section 5.2. Consultant's Representative. Consultant hereby designates Jeff Neemann, or his designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

SECTION VI – RESPONSIBILITIES OF CONSULTANT

Section 6.1. Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. MNWD retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of MNWD and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this

Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

Section 6.2. Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from MNWD, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein.

Section 6.3. Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of MNWD.

Section 6.4. Substitution of Key Personnel. Consultant has represented to MNWD that certain key personnel will perform and coordinate the Services under this Agreement. The key personnel for performance of this Agreement are as follows: Jeff Neemann, Derek Kurtti, Eric Sturtz, Mike Hall, Romeo Soto, Mike McCure. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of MNWD. In the event that MNWD and Consultant cannot agree as to the substitution of key personnel, MNWD shall be entitled to terminate this Agreement for cause. Furthermore, any personnel who fail or refuse to perform the Services in a manner acceptable to MNWD, or who are determined by MNWD to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services or a threat to the safety of persons or property, shall be promptly removed from performing Services by the Consultant at the request of MNWD.

Section 6.5. Coordination of Services. Consultant agrees to work closely with MNWD staff in the performance of Services and shall be available to MNWD's staff, consultants and other staff at all reasonable times.

Section 6.6. Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold MNWD, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

SECTION VII – LABOR CODE PROVISIONS

Section 7.1. Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 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 “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. A copy of these prevailing wage rates are on file with the Department of Industrial Relations and can be found online with the State of California at <http://www.dir.ca.gov/dlsr/pwd>. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold MNWD, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

Section 7.2. Registration and Labor Compliance. If the services are being performed as part of an applicable “public works” or “maintenance” project, then, in addition to the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations (“DIR”). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

Section 7.3. Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

SECTION VIII – INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall immediately indemnify, defend, and hold MNWD, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant’s Services or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys’ fees and other related costs and expenses. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against MNWD or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse MNWD for the cost of any settlement paid by MNWD or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement

shall include payment for MNWD's attorneys' fees and costs, including expert witness fees. Consultant shall reimburse MNWD and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by MNWD, its directors, officials, officers, employees, agents, or volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

SECTION IX – INSURANCE

Section 9.1. Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to MNWD that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to MNWD that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for MNWD to terminate this Agreement for cause.

Section 9.2. Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

A. Commercial General Liability. Coverage for commercial general liability insurance shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001). Consultant shall maintain limits no less than \$1,000,000 per occurrence, or the full per occurrence limits of the policies available, whichever is greater, for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit or product-completed operations aggregate limit is used, including but not limited to form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit. The general liability policy shall include or be endorsed (amended) to state that: (1) MNWD, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work using as broad a form as CG 20 10 11 85 or the latest versions of both CG 20 10 and CG 20 37; and (2) the insurance coverage shall be primary insurance as respects MNWD, its directors, officials, officers, employees, agents, and volunteers using as broad a form as CG 20 01 04 13, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by MNWD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

B. Automobile Liability. Coverage shall be at least as broad as the latest version of the Insurance Services Office Business Auto Coverage form number CA 0001, code 1

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(any auto). Consultant shall maintain limits no less than \$1,000,000 per accident for bodily injury and property damage. The automobile liability policy shall include or be endorsed (amended) to state that: (1) MNWD, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects MNWD, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by MNWD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

C. Workers' Compensation and Employer's Liability Insurance. Consultant shall maintain Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance in an amount no less than \$1,000,000 per accident for bodily injury or disease. The insurer shall agree to waive all rights of subrogation against MNWD, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

D. Professional Liability. Consultant shall procure and maintain, and require its subconsultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession covering Consultant's wrongful acts, negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this agreement. Consultant shall purchase a one-year extended reporting period: i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. Such insurance shall be in an amount not less than \$2,000,000 per claim.

E. Excess Liability (if necessary). The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess coverage shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of MNWD (if agreed to in a written contract or agreement) before MNWD's own primary or self-insurance shall be called upon to protect it as a named insured. The policy shall be endorsed to state that MNWD, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured at least as broad a form as CG 20 10 11 85 or the latest versions of both CG 20 10 and CG 20 37. The coverage shall contain no special limitations on the scope of protection afforded to MNWD, its directors, officials, officers, employees, agents, and volunteers.

Section 9.3. All Coverages. The Consultant is required by this Agreement to state that: (i) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to MNWD; If any of the required coverages expire or cancel during the term of this agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to MNWD at least ten (10) days prior to the cancellation or expiration date; and (ii) any failure to comply with

reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to MNWD, its directors, officials, officers, employees, agents, and volunteers.

Section 9.4. Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to MNWD, its directors, officials, officers, employees, agents, and volunteers.

Section 9.5. Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by MNWD. Consultant shall guarantee that, at the option of MNWD, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects MNWD, its directors, officials, officers, employees, agents, and volunteers; and insurer shall provide or be endorsed to provide that the deductibles or SIR may be satisfied by either the named or additional insureds, co-insurers, and/or insureds other than the First Named Insured or (ii) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

Section 9.6. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A-:VII or equivalent, or as otherwise approved by MNWD.

Section 9.7. Verification of Coverage. Consultant shall furnish MNWD with certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to MNWD. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by MNWD if requested. All certificates and endorsements must be received and approved by MNWD before work commences. MNWD reserves the right to require complete, certified copies of all required insurance policies, at any time. In the event that the Consultant employs other consultants (sub-consultants) as part of the services covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

Section 9.8. Reporting of Claims. Consultant shall report to MNWD, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

SECTION X – TERMINATION

Section 10.1. Grounds for Termination. MNWD may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to MNWD, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

Section 10.2. Effect of Termination. If this Agreement is terminated as provided herein, MNWD may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

Section 10.3. Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, MNWD may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

SECTION XI – OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

Section 11.1. Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for MNWD to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). All Documents & Data shall be and remain the property of MNWD, and shall not be used in whole or in substantial part by Consultant on other projects without MNWD’s express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to MNWD reproducible copies of all Documents & Data, in a form and amount required by MNWD. MNWD reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by MNWD at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to MNWD upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to MNWD any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to MNWD upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify MNWD and provide MNWD with the opportunity to obtain the documents.

Section 11.2. Subconsultants. Consultant shall require all subconsultants to agree in writing that MNWD is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by MNWD.

Section 11.3. Right to Use. MNWD shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at MNWD’s sole risk. If MNWD uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant’s seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to MNWD upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a

party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

Section 11.4. Intellectual Property Indemnification. Consultant shall defend, indemnify and hold MNWD, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by MNWD of the Documents & Data, including any method, process, product, or concept specified or depicted.

Section 11.5. Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of MNWD, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use MNWD's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of MNWD.

SECTION XII – ACCOUNTING, INSPECTION AND AUDIT

Section 12.1. Records. Consultant shall keep and shall preserve for four (4) years after final completion of the services, accurate and detailed records of all ledgers, books of account, invoices, vouchers, cancelled checks, and other documents or records evidencing or relating to the work, services and disbursements charged to MNWD under this Agreement (collectively, "Books and Records"). Any and all Books and Records must be maintained in accordance with generally accepted accounting principles and must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. During such four (4) year period, Consultant shall give MNWD and its agents, during normal business hours, access to such Books and Records. MNWD and its agents shall have the right to make copies of any of the said Books and Records.

Section 12.2. Custody. Where MNWD has reason to believe that any of the Books and Records required to be maintained by this Article may be lost or discarded due to dissolution or termination of Consultant's business, MNWD may, by written request, require that custody of such Books and Records be given to a person or entity mutually agreed upon and such Books and Records thereafter shall be maintained by such person or entity at Consultant's expense. Access to the Books and Records shall be granted to MNWD and its Representatives.

SECTION XIII – GENERAL PROVISIONS

Section 13.1. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

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MNWD:

Moulton Niguel Water District
P.O. Box 30203
Laguna Niguel, CA 92607
Attn: Director of Engineering

CONSULTANT:

Black & Veatch Corporation
5 Peters Canyon Rd., Suite 300
Irvine, CA 92606
Attn: Jeff Neemann

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

Section 13.2. Subcontracting/Subconsulting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of MNWD. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

Section 13.3. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of MNWD's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

Section 13.4. Time of Essence. Time is of the essence for each and every provision of this Agreement.

Section 13.5. MNWD's Right to Employ Other Consultants. MNWD reserves right to employ other consultants in connection with this Project.

Section 13.6. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

Section 13.7. Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of MNWD. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

Section 13.8. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to MNWD include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

Section 13.9. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

Section 13.10. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

Section 13.11. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

Section 13.12. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

Section 13.13. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with MNWD's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, MNWD shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of MNWD, during the term of his or her service with MNWD, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

Section 13.14. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

Section 13.15. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

Section 13.16. Government Code Claim Compliance. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against MNWD. 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, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against MNWD.

Section 13.17. Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

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Section 13.18. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

Section 13.19. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

Section 13.20. Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a written amendment signed by both parties.

MOULTON NIGUEL WATER DISTRICT:

BLACK & VEATCH CORPORATION:

By: _____

By: _____

(Authorized Representative of
Consultant)

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

A. Scope

UNDERSTANDING AND APPROACH

Project Understanding

The Moulton Niguel Water District (District) is moving forward with the construction phase of the Regional Lift Station Force Main Replacement Project, which would include the replacement of the two (20-inch and 24-inch) existing force mains that carry pumped wastewater from the District's Regional Lift Station to the South Orange County Wastewater Authority's (SOCWA) Joint Regional Treatment Plant. The existing 24-inch force main will be repurposed to convey secondary effluent from the Regional Treatment Plant to an existing 39-inch ETM within Alicia Parkway. The new dual 24-inch PVC force mains will be installed utilizing open-cut trenching, and trenchless installation methods. The total approximate length of the force mains is 8,400 feet each. The trenchless portions (5 locations) accounts for approximately 1100 linear feet of the overall length of each pipeline. Trenchless installation methods may include microtunneling or jack and bore construction. The open-cut trenching and trenchless installation methods are expected to occur in parallel for a portion (12 months) of the overall construction.

As the project is located within the Laguna Niguel Regional Park with potentially sensitive animal species, sensitive riparian habitat, jurisdictional waters, and potential impacts to unknown paleontological throughout the work, the construction will need to be carefully planned, phased, and executed timely to avoid environmental and public impacts.

The District has requested a scope of services to include pre-bid phase support services, bid phase, and construction phase with construction management and inspection professionals. A 24-month construction window is anticipated commencing in March 2021. Full-time construction inspection has been requested for the 24-month construction duration, along with construction management, specialty inspection, and environmental monitoring support as-needed throughout the work.

Approach

Our Construction Manager **Eric Sturtz** has a collaborative leadership style but an un-wavering focus on measurable results. Eric will manage/distribute all construction documentation including submittals, RFIs, change orders, all written correspondence, inspection Reports/ Photographs, meeting agenda/minutes, and contractor progress payment requests on behalf of the District and load onto the District's project dedicated ShareFile

site. Eric will also manage all Construction contract issues, lead progress meetings, coordinate as-needed with project stakeholders, and ensure our team has the right staff at the right time. **Romeo Soto** will serve as the full time onsite Construction Inspector and handle all construction quality related activities. All inspection support and other B&V onsite personnel will coordinate with Romeo. Romeo will be responsible to schedule and coordinate all onsite construction inspection and other specialty discipline inspections. **Vik Sehdev** will be brought on as the inspector during the trenchless construction scheduled over a period of 12 months. Pipeline and trenchless construction subject matter experts **Mike Hall** and **Mike McCure** will be brought on remotely to support the constructability and cost estimate review efforts.



Romeo has successfully served as construction inspector for the Brackish Water Desalinization project and the Central Water Integration Project. Both involve water treatment plants, tanks, pump stations and 55,000 feet of pipelines.

Our Project Manager **Derek Kurtti** will serve the District by not only overseeing the budget and schedule, but also through strength in construction support to Eric and Romeo. Prior to pursuing a career in design engineering and construction management, Derek worked as a general contractor/construction engineer and manager and has the skills and experience necessary to handle all construction issues. He has the added experience of recently working for the Design Engineer - Tetra Tech and has maintained strong relationships with those team members allowing free and open collaboration. Derek will closely monitor all aspects of the work progression and communicate frequently with the District's Project Manager with a focus on early identification of deviations from the anticipated schedule as environmental and other restrictions are worked through.

Our construction management and project staffing approach is based on a commitment to provide the District with local project management, construction inspectors, and specialty construction professionals - with relevant water facilities and water conveyance

#4. Expertise. Black & Veatch's construction management group has extensive experience staffing construction projects for Water & Wastewater municipalities. Our approach will detail our anticipated activities throughout the project lifecycle of each assigned task.

Managing Risk and Change

Underground construction carries inherent risk of encountering unforeseen conditions. In addition to early constructability reviews, a key aspect to managing risk is proactive change management. The CM/CI team will be the District's advocate and defender by working closely with the designer, Tetra Tech and the District management and operations to control nonessential changes, negotiate fair costs and hold the Contractor accountable to deliver a quality product consistent with the bid documents. The experience of our CM&I professionals enables us to look ahead and anticipate many potential changes or conflicts before they become issues. Routine status meetings and consistent focus on the construction progress will allow the team to forecast the need for any contemplated changes, identify and evaluate alternatives to the change and negotiation strategies.

The successful completion of the planned project, on time and within budget, requires carrying out a well-developed plan. We firmly believe in using the schedule as a tool to measure, track and justify progress. Effective schedule management is also a strong cost management tool. If the project is delayed, costs are incurred, funding of downstream projects can be compromised. Our schedule management approach benefits the District as we monitor deviations from planned progress and ensure that integrate the important MOPO, start up, training and commissioning services.

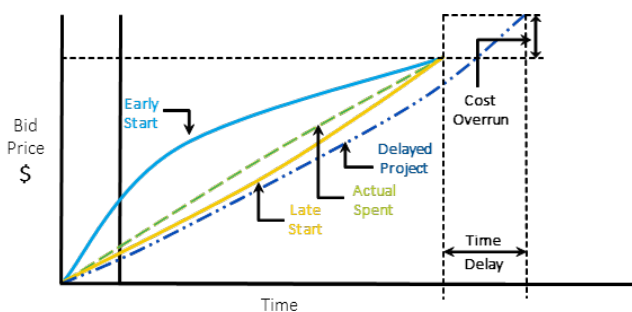


Figure 1. Schedule Control = Cost Control

Pipeline Installation work is a repetitive process. As such, the rate of production is the best indicator of overall progress. Based upon prior experience, we anticipate a brief initial learning curve for the contractor and then linear production rates with the understanding that there will be some deviation for unique complexities of crossings required at individual sites.

As a Designer Construction manager and an at-risk Constructor, Black & Veatch is uniquely positioned

to see this construction project from all angles. Our commitment to proactive change management carries through project closeout. Claims never get better with time, so we will be aggressive in striving for swift resolution of any issues in the best interest of the District and project goals.

RECOMMENDED ENHANCEMENTS

Recommended Enhancements - additional tasks that we would include under our construction services, requiring no additional budget

Schedule Constraints Workshop – The biggest driver to ensuring the project is completed on time with zero environmental impacts is a thorough understanding by all parties of major schedule constraints including environmental/biological, bird nesting seasons, Orange County Parks, and Orange County Flood Control District. Immediately following Contractor NTP, the District, Tetra Tech, and Black & Veatch team should conduct a meeting with the Contractor to outline these schedule constraints. This will aid in the Contractor's development of a Construction Sequencing Plan, per the requirements of Specification 01011, Section 1.07, build trust, collaboration, and start the project right. Additional planning and coordination will be required for the connection to the Regional Lift Station, currently under construction.

Maintenance of Plant Operations (MOPO) – Interruption of sewer flows from the Regional Lift Station to the SOCWA Regional Treatment Plant must be avoided. Temporary dual force main highlines will be required at both facilities to enable the connection of the new force mains. Black & Veatch will lead the coordination and management of this work with the Contractor, with involvement from the District Operations Staff and Tetra Tech. Discussions and MOPO meetings will begin well in advance of any planned shutdown. These meetings will be used to inform the Contractor of the requirements to aid in the development of the Contractor's temporary bypass plan for submission. Frequent planning meetings will be conducted prior to and leading up to the planned outage timeframes. All parties will be involved and aware of the planned work. Lines of communication will be developed with contingencies in place.

Stakeholder Coordination – As Orange County Parks, Orange County Flood Control District, and Regulators (USACE, RWQCB, and CDFW) will be involved in this project, a stakeholder kickoff meeting is recommended. This meeting would be an opportunity for the stakeholders to ask the project team any questions or raise any concerns to be considered prior to the Contractor bid-phase. Helix Environmental, our environmental subconsultant would be present to provide all the project background and mitigation measures proposed.

SCOPE OF WORK

Pre-bid Phase Support Services

Task 1.1 Constructability and Construction Sequencing Review

A focused upfront planning effort starts with constructability and biddability reviews. Constructability reviews are an integral part of Black & Veatch's overall Program quality control system. In this task, Black & Veatch will perform a comprehensive constructability review of the contract documents, a review and development of the proposed construction sequencing for the project and perform a review of the Engineer's estimate of probable construction costs. This will culminate in a constructability review workshop conducted by Black & Veatch with the District and Engineer in attendance. For best returns on our effort, and minimal impact to design refinements, we envision this task to begin immediately upon NTP and is scheduled to be completed within the first six weeks of the CM&I contract period.

Black & Veatch is not only an Engineering firm- we are also a constructor and we perform constructability reviews from the standpoint of a constructor having to bid and build the project. As such, Black & Veatch's constructability review is not a drawing review. It is a detailed analysis of problems and issues that could surface during construction. From coordination of disciplines, site access, laydown areas, interface points with the public, to looking for ambiguities in contract documents, we will identify common areas where contractors exploit for change orders. We review the project from the standpoint of Time, Cost, Quality, Risk and Safety in a facilitated workshop forum so that experts in each discipline can communicate and coordinate freely with each other in the same room. Our approach to constructability reviews begins with utilizing our lead inspectors and leveraging our National practice leads to bring to the District first in class constructability expertise. This approach has several primary advantages:

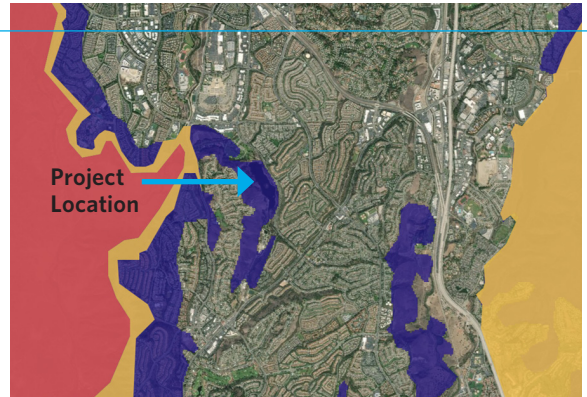
- Combines local knowledge with industry experts from our staff
- Brings a broad range of necessary skillsets familiar with both design and construction elements
- Facilitates seamless transition between the design and construction professionals
- Engages professionals with a vested interest in the project - from the start

For the constructability review, Black & Veatch will utilize experienced CM professionals, and subject matter experts in tunneling and pipeline projects, to review the contract documents and leverage their lessons learned from their extensive experience in trenchless construction and pipeline installations. Eric Sturtz will manage this effort with technical support from Mike

McCure and Mike Hall. With Mike McCure's 29+ year of experience in the planning, design, and construction of pipeline projects across a wide variety of conditions along with Mike Hall's 17+ years of trenchless construction experience, our team will hit the ground running to provide a thorough and beneficial constructability review.

Our approach to thorough constructability reviews will provide several advantages, including:

- **Coordination of Front End Documents** - We will lower your risk by cleaning up front end requirements, including Special and General Provisions, and make sure they are consistent with greenbook and other contract documents.



This project is within the CPUC Fire Map hazard area and close to the elevated and extreme areas. During our constructibility review we will evaluate potential contract requirements for the contractor to develop a fire safety plan. B&V does work for PG&E and one mitigation is all vehicles should have a shovel and fire extinguisher

- **Claims Avoidance** - Identification of potential claim areas and solutions to remedy the situation.
 - One aspect of the work, environmental compliance, will have a large impact on the project schedule and construction sequencing. We will add language to protect the District to ensure the Contractor has planned multiple mobilization/demobilizations throughout the pipeline construction. This will enable the contractor to create flexibility with multiple headings and continue with the work while avoiding sensitive habitat or other restrictions.
- **Lowering Costs** - Suggested design revisions that will lower the project costs with minimal impacts to the design.
- **Well-coordinated Specifications** - Specifications that match up properly with the drawings to eliminate ambiguity.

The internal Black & Veatch review team will generate constructability comments to the contract drawings

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and receive input from our subconsultants as needed. A worksheet will be developed to track the constructability review comments and provided to the District and Engineer prior to the Constructability Workshop.

The screenshot shows a detailed spreadsheet with approximately 15 columns and 15 rows of data. The columns include Item ID, Description, Category, Status, and Comments. The rows contain specific technical observations and responses related to the project's constructability.

Page 1 of 5

The Black & Veatch team (including Eric Sturtz) recently completed the constructability review of the Pure Water Project in San Diego, consisting of multiple treatment facility projects containing numerous pipelines for a total anticipated construction value over \$750M. From our multi-disciplined team, over 2000 comments were generated of which over 75% were incorporated into the updated bid set. Although the District Force Main Replacement Project is much smaller in overall scale, the approach to constructability review is the same with a focus on quality, ground conditions, sequencing, shut-downs, and schedule restrictions.

For the **construction sequencing review**, Black & Veatch will review the documents already prepared for the project to determine which items will have schedule constraints on the work. Tetra Tech has already drafted a TM on the conceptual construction sequencing. The Tetra Tech sequence requires six mobilization/ demobilization activities by the pipeline installer. One early suggestion we will make is to look at alternative sequences that would reduce the number mobs/demobs required. This will enable the Contractor to have multiple options, more practical work windows to complete the work, and keep pipe installation and trenchless crossings continuing during all seasons.

A key contributor to the construction sequencing will be Helix Environmental. As Helix is the author of the environmental documents for this project including: Final Initial Study/Mitigated Negative Declaration, Regulatory Permitting Application Package, and Regulatory Permit conditions Matrix, Black & Veatch will collaborate with their engineers and biologists immediately upon NTP to identify the restrictions and determine the best sequence and possible work-arounds should biological surveys confirm the presence of nesting birds or wildlife. Also, the Helix team will be consulted throughout the project to identify opportunities to maximize the construction efficiency by continuing into a previously cleared environmentally sensitive area or move to a different construction location along the alignment to reduce project delay and avoid nesting habitat.

Keeping the work going, increasing construction efficiency, achieving schedule milestones, minimal disruption to the public activities within the park, and complying with all regulatory requirements is the goal of Black & Veatch for this project.

For the **review of the Engineer’s estimate of probable construction cost**, Black & Veatch will leverage its trenchless and pipeline construction experts, with detailed knowledge of current contracting and material rates, to confirm the Engineer’s cost estimate. As the Engineer has already performed a detailed cost estimate with 10% contingency, Black & Veatch will validate the unit rates by contacting pipeline and mechanical suppliers as well as local trenchless construction contractors familiar with this area and the work. Mike Hall will perform this work. His recent experience, and detailed knowledge of trenchless construction contractors, will provide the District with a reliable estimate leading into the Bid Phase.

Bid Phase Support Services

Task 2.1 Contractor Prequalification Process – **OPTIONAL TASK**

If the District elects to use Black & Veatch for this optional task, our team will follow the guidance document published by the California Department of Industrial Relations for the prequalification of contractors seeking to bid public works projects. With Black & Veatch’s extensive construction experience, specifically in trenchless and pipeline work, throughout Southern California, our team would quickly develop a list of qualified contractors and reach out to each one at the commencement of this work to gauge their interest and availability.

The Black & Veatch team would then develop a Prequalification Questionnaire and Package, tailored to this project, to solicit qualified contractors interested in this work. Questions would be categorized into the following sections: 1. Essential requirements for qualification; 2) Organization, history, organizational performance, compliance with civil and criminal laws; 3) Compliance with OSHA laws and other labor legislation safety; 4) Technical approach to the work; and 5) Relevant construction projects completed.

The questionnaire package would be reviewed by Black & Veatch ensuring that the minimum qualifications are met, references checked from at least two projects, and scoring assigned to each package. After consultation with the Engineer and the District about the preliminary rankings, the top contractors (5 or 6) would be issued the RFP for the construction contract.

Task 2.2 Bid Phase Support

Following the Prequalification Process for Prospective Bidders, the Black & Veatch team will provide the District with bid phase support services. Our proposed Construction Manager, Eric Sturtz will perform the bulk of these services ensuring continuity and consistency throughout the bid phase. This work includes:

1. **Attending the pre-bid meeting (conducted by the Engineer).** Eric Sturtz will attend and actively participate in this meeting with the team and prospective contractors.
2. **Assist with following up with bidders to confirm that they will be bidding and that they understand the bidding requirements.** Having already developed a rapport with prospective bidders during the Prequalification Process, Eric Sturtz will contact each of the bidders to ensure the listed requirements are understood and that their proposals will be submitted by the due date with all the necessary information for a complete bid.
3. **Support the Engineer with preparation of addenda.** Eric Sturtz will assist the Engineer and the District on preparing any required addenda arising from contractor questions or modification/clarifications to the bid documents. We will provide information for field related issues in support of the Engineer's technical clarifications. It is assumed that two addenda will be required during the bid process.
4. **Assist with evaluation of bids received and notify the District of any significant issues with responsiveness, discrepancies in bid item costs, subcontractors, etc.** Having developed a scoring matrix and conducting numerous bid evaluations, Eric Sturtz will lead this effort reviewing each of the bids, checking the bid costs against the Engineers/CM Team's estimate looking for any anomalies that may exist (>20% above/below average for any one bid item), checking licenses, bid bonds, and contacting references. At the completion of the review Black & Veatch will provide the District with a Recommendation of Contract Award letter for the selected firm.

Construction Phase Support Services

Task 3.1 Preconstruction Meeting

Eric Sturtz will coordinate and lead the preconstruction meeting where all contractual requirements will be outlined for the Construction Contractor, with special attention given to the Environmental Restrictions, Permits, and other items listed Special Provisions. The Contractor's baseline construction schedule is due within 10 days after execution of the contract. This schedule will be presented by the Contractor and discussed during the meeting. Black & Veatch will prepare an agenda for review and comment by the Engineer and the District one week prior to the meeting. Comments and questions discussed during the meeting will be incorporated into

the final meeting minutes for record purposes and distributed to the project team and attendees.

Task 3.2 Contract Administration and Management

Construction Inspector Romeo Soto will report directly to Eric, with Eric reporting to the District to ensure the construction management/ inspection team stays focused on the key issues, keeps staff informed of progress, and minimizes projects risks. Our interface with the District staff will be similar to our internal reporting responsibilities. Eric will coordinate regularly with the the District Project Manager on all contractual matters both in terms of Black & Veatch's contract with the District and the Contractor's contract with the District. Romeo will coordinate all day to day field construction related activities with the Construction Manager, Eric - who will proactively communicate status updates with the District project management.

Construction Administration and Management will consist of the following at a minimum:

1. **Daily Inspection Reports** – Eric, Romeo and our team of subconsultants will prepare daily inspection reports and upload to the District ShareFile system no less than weekly. Daily inspection reporting will include digital photographic documentation of critical work items as well as act as a tool to describe non-compliant or disputed work.
2. **Compliance with Contract Documents** – Our CM&I staff will rigorously enforce the contract documents. Our inspection and specialty inspection staff has the experience to identify deficiencies early such that they can be resolved at the field level immediately. A copy of the contract documents will be on the inspector's tablet at all times.
3. **Safety** – Black & Veatch has a proactive safety culture, with the intention of keeping everyone safe and avoiding preventable accidents. Our team will ensure the Contractor's compliance with their safety plan and OSHA requirements.
4. **Equipment and Materials** – The Black & Veatch team will inspect all material and equipment deliveries for conformance with the specifications and approved submittals and shop drawings.
5. **Contract Inquiries** – As with every one of our projects, our CM&I staff will work to know the contract documents better than the Contractor. Should the Contractor have any questions regarding any requirements or potential ambiguities in the contract documents, not related to the engineered design, our team will provide the correct interpretation and consult with the Engineer if necessary.
6. **Schedule** – The Contractor's as-built, and updated schedule, will be reviewed monthly with each partial payment request. The Contractor's 3-week look-ahead schedule will be reviewed and discussed at



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each bi-weekly progress meeting. The CM will review the schedules consistently to ensure the project remains on track and avoids any impacts to current or upcoming construction windows determined by any environmental or public constraint. Any change order submitted by the contractor will be thoroughly assessed against the baseline schedule and the progress of the work therefore schedule reviews must be accurate.

7. **Photos** – The Black & Veatch CM&I team will take daily construction photos, label with relevant titles for easier reference at a later date, and upload to the ShareFile site at least weekly, or immediately upon the request of the District.
8. **Stakeholder Communication** – The Black & Veatch team has familiarity and experience working with all stakeholders on this project. Our CM&I staff will provide communication as needed to all parties throughout the project.
9. **RFIs and Submittals** – The CM will process all incoming submittals and RFIs and submit to the appropriate reviewers with feedback requested in a timely manner per contract. RFI and Submittals logs will be kept up-to-date and presented at each biweekly progress meeting for discussion. Any contractor-identified priority submittals will be given immediate attention. RFIs related to design clarification or intent will be routed to Tetra Tech for response. Any background information needed by the Engineer will be provided by the Black & Veatch team in photographs, descriptions, or other relevant details to facilitate an accurate response. All other RFI will be reviewed and responded to by the CM team.
10. **Resolve Conflicts** – As with the case in every project, our team is committed to resolving issues at the field level accurately and as efficiently as possible through a complete understanding of the contract documents and proactive communication.
11. **Change Order Reviews** – For issues that can't be resolved at the field level, and result in potential change orders, the Black & Veatch team will review and provide the District with a position/recommendation for response.

Task 3.3 Biweekly Jobsite Meetings

Romeo will conduct and lead weekly progress meetings with the Project Manager and the District Operations Staff, the Contractor, and identified operations staff to coordinate any plant operational interruptions and overall site coordination. The Contractor's three week lookahead schedule will be reviewed in detail and any open action items will be discussed. This process has worked successfully on Black & Veatch's other construction projects and will ensure the District staff are kept in the loop and all aspects are thoroughly coordinated. With proper planning, unexpected surprises are kept to a minimum. In the event of an emergency the established project Communication Plan will outline the lines of communication to address encountered challenges in the most efficient manner. Black & Veatch will prepare agendas and meeting minutes for all jobsite meetings. Minutes will be distributed to the project team for comments before finalization.

Task 3.4 Partial Payment Requests

The Black & Veatch team will work with the contractor to establish a schedule of values that protects the District from paying ahead of progress. Special attention will be placed on values recommended for Mobilization, demobilization and Closeout activities. The CM and/or inspector will review the Contractor's partial payment requests on a monthly basis. The payment processing procedure will be established at the preconstruction meeting and the CM team will promptly review the Contractor's draft payment request for consistency with the approved schedule of values, for claimed progress vs. actual progress and installed quantities. Black & Veatch will recommend reviewing payment applications for labor law and prevailing wage requirements as well as recommend that monthly update of redlines and substantiation of subcontractor payment (ex. lien waivers) are requirements of the monthly payment review process.



Our approach to communications will be focused on "keeping the inspectors in the field."

We use many electronic tools that free our Construction Inspectors from being forced to carry rolls of drawings and stacks of paper with them into the field. We will utilize a combination of rugged devices and mobile access to our Cloud based PMIS system to give our field staff access to current versions and revisions to documents (e.g., submittals, RFIs, etc.) – so that everyone is working with current information.

Task 3.5 Document Control

The Black & Veatch CM will be the clearing house for all project documentation outgoing or incoming. We will upload project documentation and maintain the District's dedicated ShareFile site.

EFFECTIVE DOCUMENT CONTROL WITH THE DISTRICT'S SHAREFILE SITE.

Black & Veatch will maintain a project archive accessible by any project team member and updated in real time. The ShareFile system will include at minimum, but not limited to the following items:

- Submittals and Submittal Logs
- RFIs and RFI Logs
- Proposed/Executed Change Orders and Change Order Logs
- All written correspondence (letters, e-mails, etc.)
- Baseline schedule and monthly updates
- Non-Conforming work log
- Inspection reports and photographs
- Meeting agendas and minutes
- Progress payments and backup information
- Potential issues and disputed work log

Task 3.6 Construction Inspection and Specialty Inspection:

The Black & Veatch CM team affirms that our cost estimate includes sufficient time and budget to fully administer all aspects of the requested scope, including daily construction inspection, required specialty inspections, requested Environmental and required cultural monitoring and also accounts for specialized trenchless construction inspection services. The field Inspection team will be responsible for ensuring contractor compliance with plans and specification, facilitating clarification of design intent, facilitating resolution of potential delaying circumstances and proactive communication of construction issues to the project team. A dedicated inspector will be provided for the entire 24 month duration of the project. A second inspector will be brought on during the trenchless installation work and provide oversight of the operator in the operations trailer at all times while tunneling work is in progress.

Specialty Inspection: Black & Veatch will provide specialty inspection services via our subconsultants Ninyo & Moore and Helix Environmental, respectively for necessary compliance with civil, geotechnical, environmental and cultural resource requirements. We affirm that our level effort reflected in our cost estimate satisfies the requested services in the RFP, local building code and applicable regulatory requirements.

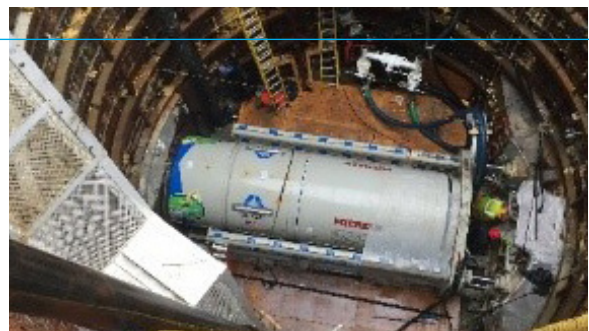
Civil & Geotechnical Specialty inspection: Black & Veatch will provide qualified continuous inspection of critical civil and geotechnical aspects of the force main construction including but limited to: Jacking and Receiving Pit Shaft Excavations, trenchless construction activities, grouting & ground improvements, grout and concrete placement (including compressive strength testing) and all paving and roadway restoration.

Special attention will be paid to compaction and bedding material along the pipe alignment. Our inspectors have the experience to describe installation conditions and know that over compaction will result in the pipe becoming oval, under compaction will result in the pipe having vertical deflection problems. Quality installation

of the force main is highly dependent on compaction/ placement of material in the pipe zone (under pipe haunches and around the sides of the pipe). Just as important to achieving a long lasting product, is inspection of material upon delivery, care and handling of the pipe on site and our inspectors will empowered to reject substandard and damaged materials. Finally, we will be prepared to inspect the finished product before backfilling.

Trenchless Specialty Inspection: Our trenchless inspector Vik Sehdev is a former pipeline contractor with over 16 years experience and hands-on knowledge of trenchless techniques, regulations, and successful implementation. Having recently completed the SEJPA land outfall project, we will leverage the evaluations for technologies, and project developments to provide you recent and relevant technical advice from constructability through construction.

In addition to the trenchless expertise Vik brings to the project, our proposed Inspector **Romeo Soto recently completed installing 55,000 linear feet of water supply piping for the San Antonio Water System which was designed by the same Tetra Tech group in Irvine who performed the RLS force main design.**



Vik Sehdev will draw on over 16 years of hands-on experience as a pipeline contractor to provide the right oversight and management during construction of the sensitive trenchless stream crossings.

The scope of that project included numerous trenchless solutions including jack & bore, MTBM and HDD. Romeo and our team will review and comment on

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workplans prior to trenchless construction activities. As construction progresses, we will record and archive; logs, inspection reports, equipment calibration records, trenchless production data, monitor noise, settlement and vibration instrumentation, survey data and as-builts. Our team is prepared to provide continuous oversight of all trenchless construction operations.

Key differentiator: Black & Veatch brings pipeline & trenchless experience to ensure the success of this project.

Black & Veatch's trenchless experience encompasses planning, design, construction, rehabilitation and maintenance solutions with a strong focus on life-cycle efficiency and economy. Our experience includes a variety of trenchless techniques including microtunneling (MT), pilot tube microtunneling (PTMT), horizontal directional drilling (HDD), horizontal auger boring (HAB), and pipe bursting. As engineers and constructors, Black & Veatch understands that designing and executing construction of trenchless solutions need to address reliability, security, schedule, safety, life cycle, and economic goals.

We have been reviewing available information to understand the complexities of the project and will work hand in hand with you during the constructability review to deliver a solution that meets short- and long-term goals while coordinating with the overarching master plan. Through our review of the Geotechnical baseline report (GBR) and 90% design documents we assume that a technology preference to complete the 5 crossings had not been finalized at the time of RFP publication and note references to micro-tunneling, direction drilling and bore and jack methods.

Based on review of the GBR soils on the alignment appear to be consistently lean and silty clay at the elevation we would anticipate the pipeline to be placed. These soil types typically have low to no permeability which suggest that there is not connectivity between surface water found in the streams and the ground water table. More importantly this apparent lack of connectivity make all the considered trenchless options viable. However, the GBR also states that groundwater is present in a sand layer at approximately 20 feet - which could be very close to the bottom of a tunneled crossing and worth further investigation. We'd recommend a probe test of stream bottoms ahead of mining to verify bottom depth in order to maintain the specified 6' of cover from top of tunnel to river bottom. Technology selected and included in bid documents will be very important to protect the District and health of the streams in Laguna Niguel Regional Park.

While jack and bore can a more economical solution for short trenchless drives, if forced to proceed with another option due to unfavorable ground conditions or concerns over encountering the water table, our team would bring considerable value to a constructability and biddability analysis. Our goal for this exercise would be to compliment the design done by Tetra Tech and to give the District the confidence to proceed with construction without worrying about the potential for Surface settlement, heaving and/or chemical release into the streams.

Task 3.7 Environmental Services

The District is obligated to comply with the Mitigation Monitoring and Reporting Program outlined in Appendix C of the Initial Study/Mitigated Negative Declaration document. Because the project was authorized to proceed under Operation of Law by CDFW, the commitments made in the 1602 application are the requirements for compliance. A regulatory permit condition matrix was also prepared by Helix Environmental Planning for the biological mitigation requirements of the project, consistent with the application documents.

We anticipate surveys will need to occur multiple times throughout the construction as work areas shift and intend to comply with the Mitigation Monitoring and Reporting Program, along with the Conceptual Construction Sequencing Technical Memorandum prepared by the Engineer and the phasing plans shown in the 100% Plans. The requirements generally include (but are not necessarily limited to) the following:

- Clearance Survey for Southwestern Pond Turtle and Two-Striped Garter Snake
- Focused Surveys for the following:
 - Nesting Birds (before construction and during nesting season January 15 through August 31)
 - Tri-colored Blackbird (before construction and during nesting season March 15 through July 31)
 - Least Bell's Vireo (before and throughout construction)
- Take Avoidance Survey for Burrowing Owl
- Noise Monitoring
- Develop and Conduct Worker Environmental Awareness Program
- Cultural Resources Monitoring
- Paleontological Resources Monitoring
- Coordination with Regulatory Agencies

Task 3.8 Geotechnical Services

Black & Veatch has teamed with Ninyo & Moore to provide comprehensive geotechnical testing services during this project. The scope of services includes jacking and receiving pit shaft excavation and backfill/compaction observations, trenchless construction observations as needed, sampling and testing during concrete and grout placement, including checking slump and temperature, and casting of concrete cylinders. Also, sampling and testing during trench backfill, pit excavation backfill, and during pavement replacement operations has been included. Field density tests will be performed to help evaluate the Contractor's compaction efforts. Laboratory services include proctor density, sieve analysis, sand equivalent, maximum density of AC and concrete compressive strength testing.

Task 3.9 Maintenance of As-Built Drawings

The CM&I team will maintain a comprehensive and accurate set of as-built drawings throughout the project. This set will be compared against the Contractor's as-builts at construction completion, compiled/reconciled, and turned over to the Engineer in a single complete set. After the Engineer has drafted the changes, our team will back-check to ensure the record drawings are complete before finalization.

WE WILL HOLD THE CONTRACTOR ACCOUNTABLE TO UPDATE REDLINES ON A MONTHLY BASIS.

In addition to requiring monthly as-built updates as a requirement for partial payment recommendation, we will mark-up and maintain a file of the construction contract drawings during the performance of the construction contract. The CM redline file will note approved deviations with respect to the Work from the construction contract documents. The CM will submit final record drawings, which include as-built drawings, shop drawings, and various other work products, to the District at final completion.

Task 3.10 Project Closeout



The closeout process can often be the biggest challenge faced by a project team. While closeout of the overall project is an important measurement of success, the Black & Veatch team recognizes that the key to successfully completing an assignment of this size and complexity is to tackle each component as a unique project requiring closure and final acceptance. Starting with end in mind requires a Construction manager to clearly articulate expectations for the Project team (including the Contractor) for each Contract. Close out won't be left as a phase at the end of a project when almost everyone has moved on.

Through systematic compliance with the District contract closeout requirements, and requiring our CM team to initiate closeout activities on day one of construction for each contract, the Contractor will be asked to acknowledge that close out starts at Notice to Proceed. **The project execution plan will require CM team members to create close out folders and start accumulating the required documents when construction begins.** Upon reconciliation of redlines, punch lists, claims, change order and time extensions, the District can expect a final recommendation of acceptance which will include a construction summary report, comparison of pre and post construction videos, and full project record in paper and digital copies; downloaded from the PMIS system.

By performing close out activities as the project progresses, we can minimize time spent agreeing to punch list status, move right to final inspection and close out projects a few months after substantial completion. On a pipeline like this project, restoration of the right of way, "getting the grass to grow" and keeping dust under control during construction are ways to keep land owners and neighbors happy and avoid conflicts that can derail projects.

Closeout activities while the Contractor is still onsite will include a comprehensive final inspection with the District, preparation of a punchlist, verification of the contractor's completion of that punchlist, hand-over of all spare parts, and verification that final testing, clean-up, restoration, and demobilization are complete. The B&V team will also provide assistance to the District with any outstanding project issues, develop a before-and-after photo log for regulatory use to closeout permits, and prepare and submit a final project documentation report to include information from all inspection tasks, photographs, test results, change orders, and other pertinent information.

B. Team

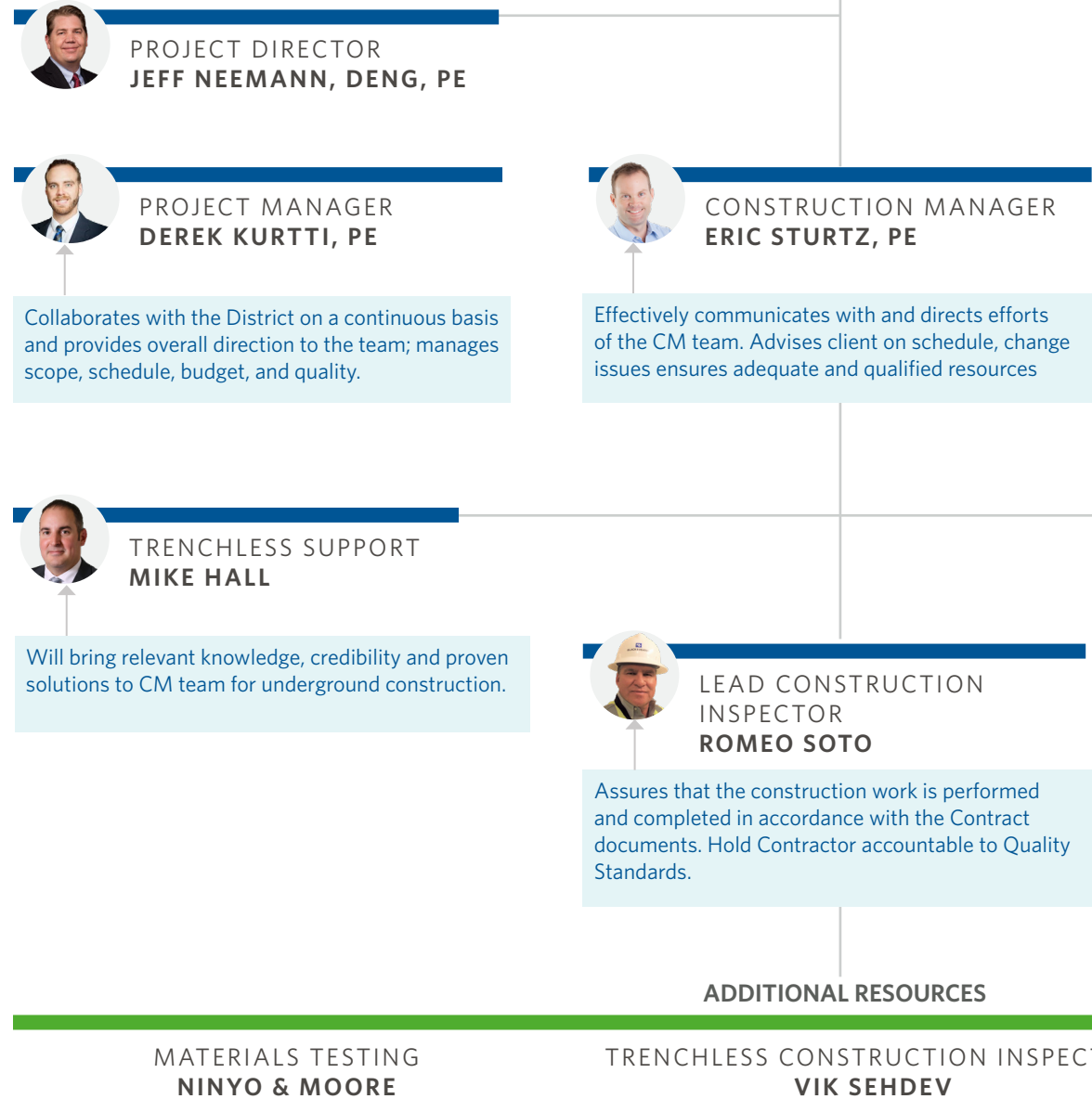
Black & Veatch has assembled a project team tailored specifically to the goals and objectives of your Project. Our unmatched experience in pipeline construction align us perfectly to execute this work. We have assembled a talented local field team that will be backed by engineering depth who have executed wet well bypassing and rehabilitation projects similar to yours. The team brings practical project experience to place the right people in the right roles. As shown in the organizational chart below, Black & Veatch has pulled together a team that will drive this project and always look out for the District's best interest.



OUR TEAM HAS A PROVEN TRACK RECORD OF DELIVERING.

B&V provided CM&I services and was teamed with Helix Environmental to provide environmental monitoring and compliance and Ninyo & Moore provided specialty materials testing. The B&V team coordinated with Helix daily during construction to provide the necessary pre-construction surveys, verify construction was occurring in compliance with all environmental requirements, perform paleo and cultural surveys during excavation, and produce the necessary reports to meet all permit requirements. The project was a great success on all fronts. All mitigation measures, there were no construction delays resulting from environmental and biological matters, and environmental requirements were met for the conditions imposed by the California Coastal Commission, City of Encinitas, North County Transit District, California Parks, CDFW, San Diego RWQCB, and the Army Corps of Engineers. By working closely with Helix and Ninyo & Moore yet again, we will ensure the same successful result for the District.

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HIGHLIGHTS

We have assembled a team with specific key personnel who will deliver critical aspects of your project. Our core management team of Eric Sturtz, Romeo Soto and Derek Kurtti will drive the project execution and leverage our support team as needed. Our key personnel and why we selected them for this project are described in more detail below:



CONSTRUCTION MANAGER ERIC STURTZ, PE

Construction Manager Eric Sturtz has a collaborative leadership style but an unwavering focus on measurable results. Eric will hold our team members accountable - including construction contractors.



LEAD CONSTRUCTION INSPECTOR ROMEO SOTO

Romeo Soto has over 32 years of diverse construction experience that includes construction inspections, quality assurance, and field engineering of major pipelines.



PROJECT MANAGER DEREK KURTTI, PE

He has had extensive interaction with project owners, design engineers, city officials, and stakeholders and has development highly adept organizational skills and follow through necessary to deliver projects on schedule.



TRENCHLESS CONSTRUCTION INSPECTOR VIK SEHDEV

Vik Sehdev has more than 16 years of heavy civil, pipeline and tunnel construction experience. As a former contractor Vik brings both commercial awareness and the practical experience from being "on the tools."



TRENCHLESS SUPPORT MIKE HALL

Mike has built his career on managing complex underground construction projects featuring soft ground and rock geology, microtunnels, deep shafts containing drop structures, and near-surface relief diversion structures.



CONSTRUCTABILITY MIKE MCCURE, PE

Mike's trademark on projects is reflected in efficient designs and the application of proven engineering concepts that shows during the construction phase of his projects. His understanding of risks during the installation of pipelines, from the selection of compaction techniques and embedment materials, to welding techniques of joints and tie-ins, makes Mike the ideal constructability partner



Eric Sturtz, PE

CONSTRUCTION MANAGER

Eric has over 17 years of heavy civil, pipeline, and facility experience as a design engineer, inspector, resident engineer, and construction manager. Eric brings to this team the experience needed to manage a complex pipeline and trenchless construction project through environmental constraints and public and regulatory restrictions, while at the same time enforcing quality standards and protecting the District from frivolous changes and schedule delays. Also, his pre-bid and bid-phase experience and knowledge will ensure an efficient and successful pre-construction period.

KEY PROJECTS

- Land Outfall Replacement & Preliminary Treatment Upgrades Project, San Elijo Joint Powers Authority (SEJPA)
- San Vicente Dam Raise, San Diego County Water Authority
- Encinitas Ranch Recycled Water Pipeline Project, SEJPA

VALUE ADDED

- Pre-Bid and Bid Phase support experience on large complex pipeline projects.
- Trenchless construction experience including pipe-jacking, microtunneling, and HDD.
- Thorough understanding and experience navigating environmental, regulatory, and public constraints. Experience working alongside Helix Environmental.



Romeo Soto

LEAD CONSTRUCTION INSPECTOR

Romeo has over 30 years of diverse construction experience that includes engineering, surveying, quality assurance, field construction technician, and construction management. His experience includes water treatment plants, storm water channels, pipelines, street work, industrial, and commercial projects.

KEY PROJECTS

- Central Water Integration Pipeline Project | San Antonio Water system
- Water Resource centralization Project | Parker Water & Sanitation District
- Collection System Capacity Additions | Clark County WRD

VALUE ADDED

- Extensive Pipeline construction experience, as an at risk contractor and 3rd party Construction manager
- Proactive site presence with ability to manage and resolve issues in the field.
- Quality Focused, ACI certified.



Derek Kurtti, PE

PROJECT MANAGER

Derek has over 13 year of professional experience in water, wastewater, and reclaimed water construction management, engineering, and general contracting. Before joining the B&V team, he worked for Tetra Tech, the Engineer of Record for this project, and has strong relationships with the design team. Along with his heavy construction experience gained while at Archer Western and Kiewit, he has overseen construction of pipelines and will bring lessons learned to this project.

KEY PROJECTS

- Reservoir Management System, MNWD
- Beachwood Sparks Force Main and Pump Station, City of Burbank
- Regional Treatment Plant Interstage Pump Station, SOCWA

VALUE ADDED

- Experience working with the District, including planning for the RLS project while at Tetra Tech.
- Excellent relationships with Engineer of Record
- Understands the District culture, and approach to drawings and specifications.



MOULTON NIGUEL WATER DISTRICT
 CONSTRUCTION MANAGEMENT AND INSPECTION FOR
 REGIONAL LIFT STATION FORCE MAIN REPLACEMENT - PROJECT NO. 2013.004



PREPARED BY BLACK & VEATCH

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STAFF TITLE	Derek Kurtti, PM	Eric Sturtz, Construction Manager	Romeo Soto, Construction Inspector	Vik Sehdev, Construction Inspector (Trenchless)	Mike Hall, Trenchless Support	Mike McCure, Constructability	Stephany McGreevy, Proj. Cont. & Admin	Helix Environmental	Ninyo & Moore	Total Labor	Notes
TASK/DESCRIPTION											
TASK 0 - PROJECT MANAGEMENT & ADMINISTRATION - Subtotal	146	0	0	0	0	0	552			698	
Task 0.1 Project Management and Administration	146						552			698	
TASK 1 - PRE-BID PHASE SUPPORT SERVICES- Subtotal	16	96	24	0	24	36	0			196	
Task 1.1 Constructability and Construction Sequencing Review	16	96	24		24	36				196	
TASK 2 - BID PHASE SUPPORT SERVICES - Subtotal	8	80	0	0	0	0	0			88	
Task 2.1 - Contractor Prequalification Process - Optional (See below)										0	
Task 2.2 - Bid Phase Support	8	80								88	
TASK 3 - CONSTRUCTION PHASE SUPPORT SERVICES - Subtotal	0	1,020	4,160	832	0	0	0			6,012	
Tasks 3.1 - 3.6; 3.9 - 3.10 - Construction Phase Support Services		1,020	4,160	832						6,012	
Task 3.7 - Environmental Services										XXXX	
Task 3.8 - Geotechnical Services										XXXX	
Total Hours	170	1,196	4,184	832	24	36	552			6,994	Does not include optional services
Optional Services											
Task 2.1 - Contractor Prequalification Process	8	96					24			128	Developing Questionnaire, Reviewing, etc.
Task 3.7a - As-Needed Environmental Support During Construction											If needed
Task 3.7b - Additional Biological Construction Monitor											If needed

HELIX Environmental Planning, Inc.
7578 El Cajon Boulevard
La Mesa, CA 91942
619.462.1515 tel
619.462.0552 fax
www.helixepi.com



ENVIRONMENTAL APPROACH

HELIX Environmental Planning Inc. (HELIX), with an Irvine office conveniently located 15 minutes from the project site, is uniquely qualified to deliver the requested environmental services given our direct experience working on previous phases of the project, and our experience conducting these environmental services for similar projects. Our approach in implementing the environmental scope is based on our intimate knowledge of the potential constraints. HELIX has completed over 25 field surveys at the project site since 2017, has assisted with the development of the project design and construction sequencing, and has been involved with the resource agency negotiations and preparation of the required environmental mitigation measures and permit conditions. HELIX's strategic vision and relationships with the Wildlife Agencies directly resulted in this project avoiding over a year in regulatory permitting delays, by avoiding the need for a U.S. Fish & Wildlife Service (USFWS) Incidental Take Permit (ITP) for potential impacts to the federal and State-listed least Bell's vireo (*Vireo bellii pusillus*; LBV). Helix's involvement with the Potable, Recycled, and Sewer Pipeline Replacements at I-5 and Oso Creek Project also yielded a project implemented on schedule through avoidance of an ITP. However, the lack of an ITP with the known presence of LBV brings a unique set of risks and challenges that HELIX is well positioned to lead. Like our biological staff, HELIX's cultural staff brings a breadth of project experience collected over the last two years building on relationships with local Native American Tribes. Its these experiences that give us a unique understanding of exactly where, and when, we might encounter resources that could trigger certain environmental requirements. It's a combination of HELIX's intimate knowledge of the site and project conditions, our agency and tribal relationships, our robust experience in water/sewer construction monitoring, and our commitment to every project, that make us the ideal environmental solution for this project.

HELIX has reviewed the conceptual construction sequencing technical memorandum prepared by Tetra Tech and has considered alternative sequencing options in developing our approach. Our scope of services includes the required tasks and assumptions to accommodate a range of construction approaches to be carried out by the contractor. Depending on the ultimate sequence of activities, certain tasks may have a reduced level of effort, such as a reduced number of surveys or less-frequent monitoring, for example. Conversely, if a resource is found in an area where construction must proceed, certain tasks may have a heightened level of effort, such as increased survey time and full-time monitoring. HELIX's scope of services accounts for those situations where a resource could be found that requires a heightened level of effort to the greatest feasible extent.

Once a Notice to Proceed is provided by the District, HELIX will develop a compliance matrix and tracking tool that will allow the team to effectively identify and track progress in completing all of the necessary environmental requirements from project inception, to completion. We have developed a trademark matrix format that is easy to maintain, as well as real-time updates available to all team members throughout the duration of construction. In addition, HELIX will be preparing the

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environmental Worker's Education and Awareness Program (WEAP) materials that will assist the District in implementing required environmental trainings for the contractor and their subcontractors. HELIX will present a power-point presentation at the pre-construction meeting and will produce materials that will be kept at the trailer on site for personnel to access and see compliance documentation throughout construction.

Once the matrix and training materials are developed, there are several critical path compliance items needed during the pre-construction phase. HELIX will attend and help facilitate pre-construction meetings with the project team, including the biological, archaeological, Native American, and paleontological monitors. This includes implementation of the WEAP training, environmental contact information, communication protocols, and the schedule of environmental compliance items, among other things. In addition, before and/or after the pre-construction meetings, there are several required pre-construction surveys (e.g., southwestern pond turtle, two-striped garter snake, general nesting birds, least Bell's vireo, tri-colored blackbird, etc.) that HELIX will complete for the District depending on the timing and location of construction activities. As each survey is completed for various work areas and resources are confirmed to be absent, the goal will be to immediately deploy BMPs and other site protections, followed closely by initiation of project activities to reduce/deter the possibility of a resource moving back into an area. This will require close communication between the HELIX biologist, CM team, and contractor to coordinate the effort effectively. If resources are found to be present, HELIX will help develop solutions focused on moving construction forward and on schedule. Potential solutions may include temporary avoidance buffers, buffer reductions, heightened biological monitoring, noise attenuation support and monitoring, and other practicable measures that allow for construction to proceed in compliance with environmental requirements. HELIX has accounted for these potential needs in our environmental scope of services.

As construction begins and progresses, various environmental monitors will need to be present during certain activities. In general, biologists will need to be present when working nearby sensitive biological resources, archaeological and Native American monitors will need to be present during excavation and earthwork activities, and paleontological monitors will need to be present when excavation activities reach depths of potential sensitive formations that could support paleontological resources. Our environmental lead and operations manager will ensure the appropriate resources are deployed and coordinated in a manner that maximizes efficiencies and does not unnecessarily place monitors in the field. HELIX has included representatives from our management team to be directly involved in this project so that the appropriate staff and other resources can be allocated and assigned at a moment's notice. Most importantly, our environmental monitors are trained to be knowledgeable of the regulations, flexible and solutions-oriented, and aligned with the team toward one unified goal of completing the project on time, and in compliance.

Assuming a construction start date of spring 2021, we've developed a front-loaded approach that includes a site inspection by a lead biologist familiar with the site in late summer 2020 well before the start of construction, to obtain an updated account of areas birds are using in relation to the project alignment. Since least Bell's vireo presence could have a significant impact on construction activities, HELIX is conducting focused surveys for these species in summer 2020 before they migrate for the winter. Helix will conduct pre-construction surveys in spring 2021 as the birds begin to migrate have back into the region prior to construction. The Laguna Niguel Regional Park has been observed by HELIX

over the last couple of years, to support an abundance of nesting birds, which could also pose major delays to construction. Presence or absence of nesting birds may drive the construction sequencing ultimately carried out by the contractor, so we have identified these site inspections as critical path items in our scope of services.

SCOPE OF SERVICES

Biological Resources Compliance Tasks

- Task 1 Worker's Education Awareness Program Brochure and Training. HELIX will prepare a Worker's Education Awareness Program (WEAP) brochure that will be provided to project personnel during the pre-construction meeting. The WEAP brochure will contain biological information and photographs of the sensitive biological resources found on the project site. It will also contain a brief summary of the general restrictions during construction, requirements prior to commencing and after work finishes each day, and contact information for biological, cultural, paleontological monitors, as well as the Designated Biologist. HELIX will assemble a PowerPoint presentation of the WEAP.
- Task 2 Biological Construction Monitoring. In accordance with required mitigation measures and conditions, HELIX's biologist will provide construction monitoring to help ensure that activities occur within the approved project limits. Included in this construction monitoring are the following tasks to be carried out by HELIX:
- a) Attend up to two pre-construction meetings;
 - b) Prepare and send any required agency pre-construction notifications;
 - c) Assist with demarcation of the location of any environmentally sensitive areas in proximity to planned work areas;
 - d) Supervise the placement of temporary construction fencing along the approved work area limits where they interface with sensitive biological resources requiring avoidance;
 - e) Help ensure that construction activities and staging areas are restricted to the approved work limits;
 - f) Monitor construction activities (as needed) to help ensure that construction does not inadvertently encroach into sensitive areas beyond the approved work areas;
 - g) Provide weekly least Bell's vireo (*Vireo belii pusillus*; LBVI) monitoring during the LBVI nesting season (February 15 to August 31) and weekly TCBB monitoring within the TCBB nesting season (March 15 to July 31);
 - h) Obtain representative photo documentation during monitoring, as needed;
 - i) Verify that the avoidance areas outside the work area limits remains free of trash, parking, or other construction-related activities; and
 - j) Prepare brief monitoring memoranda in e-mail format or letter report if required for an agency submittal.

For cost estimate purposes, an approximately 13-month biological monitoring schedule and up to 140 site visits (1,320 monitoring hours total) for ongoing biological construction monitoring.

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Task 3 Southwestern Pond Turtle and Two-Striped Garter Snake Surveys: In accordance with required mitigation measures and conditions, HELIX will conduct a clearance survey for southwestern pond turtle (*Emys marmorata pallida*) and two-striped garter snake (*Thamnophis hammondi*) within the proposed work areas no more than 14 days prior to construction activities (i.e., earthwork, clearing, grubbing, pipeline installation, etc.). If southwestern pond turtles and/or two-striped garter snakes are present within the work areas during the clearance survey, no construction shall occur until HELIX determines that the pond turtles and/or garter snakes have moved out of the work areas on their own accord. Once the qualified biologist determines that there are no southwestern pond turtles or two-striped garter snakes within the work areas, an exclusionary fence shall be placed by the contractor between suitable habitat and the work areas, in coordination with the biologist, to prevent pond turtles and/or garter snakes from reentering the work area. Prior to commencement of construction activities and after the exclusionary fencing has been erected, HELIX will conduct a final clearance survey within the work areas to confirm there are no southwestern turtles or garter snakes within the work area. Exclusionary fencing will be required to stay in place for the duration of any construction activities to deter southwestern pond turtles and/or two-striped garter snakes from entering the work areas. HELIX will document the results of the clearance surveys in a letter report that will be submitted to the District.

This task assumes one clearance survey and up to 180 spot-check site visits outside of the nesting season over a total of 9 months, when a biological monitor is not already on the site.

Task 4 Pre-construction Nesting Bird Survey. In accordance with required mitigation measures and conditions, HELIX will conduct the required pre-construction nesting bird survey to determine if active nests are present on or within 500 feet of work areas where construction activities could directly or indirectly impact an active bird nest. The survey will be conducted within 7 days of the start of construction. HELIX will provide a brief letter report to the District describing the survey methods and results of the survey, including a map of active nest(s) found during the survey and corresponding setback buffer from the active nest based on the project requirements, species, nest location, and other environmental factors.

This task assumes one nesting bird survey and assumes that no active nests will be found that require additional site visits, nest monitoring, or coordination with the resource agencies; support for these services are included in Task 8. Additionally, this task does not include focused protocol surveys for sensitive bird species.

Task 5 Pre-Construction Tricolored Blackbird Surveys. In accordance with required mitigation measures and conditions, HELIX biologists will conduct focused protocol-level surveys for the state listed endangered tricolored blackbird (*Agelaius tricolor*) within appropriate habitat on the project site during the duration of construction, which is expected to overlap the 2021 and 2022 survey seasons. To identify potential species presence and nesting individuals, the environmental requirements of the project call for six surveys conducted within the nesting season (March 15-August 31) prior to commencing construction activities within 500 feet of suitable habitat. The last survey shall be conducted within 7 days prior to the initiation of construction activities. The surveys shall be conducted within all suitable habitat located on the study area and within a 500-foot buffer where suitable habitat occurs. The results of the surveys will be documented in a brief letter report to be submitted to the District. The report is also required to be submitted to CDFW.

Task 6 Pre-construction Burrowing Owl Surveys. In accordance with required mitigation measures and conditions, HELIX will conduct a burrowing owl (*Athene cunicularia*) take avoidance survey within 14 days prior to ground disturbance to determine presence of burrowing owls in compliance with CDFW's Staff Report on Burrowing Owl Mitigation (2012). If the take avoidance survey is negative and burrowing owls are confirmed absent, then ground-disturbing activities will be allowed to commence and no further mitigation would be required. If burrowing owls are observed during the take avoidance survey, CDFW will need to be notified, active burrows will need to be avoided by the project, and additional measures would be required in accordance with the CDFW's Staff Report (2012).

This task includes one take avoidance survey and assumes a burrowing owl relocation plan will not be required. Additional support in implementing any additional measures for burrowing owl would be provided under Task 13 in the unexpected event it is needed.

Task 7 Pre-Construction Least Bell's Vireo Survey. In accordance with required mitigation measures and conditions, HELIX will notify USFWS prior to construction activities, and conduct a preconstruction survey to confirm that LBVI are absent or breeding and nesting activities are complete within 500 feet of the outer limits of disturbance. This task includes one LBVI pre-construction survey. Additional weekly surveys are included as part of Task 2.

Task 8 Wildlife Agency Notification and Coordination. In accordance with required mitigation measures and conditions, HELIX will notify and coordinate with USFWS and CDFW (Agencies) as necessary following weekly LBVI and TCBB surveys. Coordination will include notifying Agencies of nest building activities, egg incubation activities, or brood rearing activities within 500 feet of anticipated construction activities for each coming week. This task assumes 180 hours of Biologist staff time.

Noise Compliance Tasks

Task 9 Noise Control and Monitoring. If necessary and in accordance with required mitigation measures and conditions, HELIX will provide the following noise (acoustic) consulting services under this task:

Initial Site Visit. HELIX will conduct an on-site consultation meeting with the team (construction and biology) to discuss the planned construction work and potential habitat areas plus a general site review and survey the area for monitoring locations, and/or plan specialty noise control. During the visit ambient noise measurements will be made at a location's adjacent habitat along the proposed pipeline and jack and bore pits to establish baseline noise control monitoring requirements per the Fish and Wildlife sensitive species noise control criteria. (Senior Staff)

Noise Control and Monitoring Plan. HELIX will prepare a project noise control plan for agency submittal. The noise control plan will detail planned construction operations, construction equipment, and equipment noise levels with probable impacts ant sensitive habitat. The plan will include the measured onsite noise levels to establish ambient conditions and associated allowable construction equipment noise levels at sensitive habitats. If required and feasible

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construction noise control requirements will be provided to control construction noise impacts to sensitive habitat locations to less than significant.

- Develop a computer-based noise model of the site with available topographic data.
- Model planned construction operations.
- Prepare a focused noise assessment letter. This letter will include a brief project introduction, applicable noise regulations, planning basis for noise source data for the analysis, and habitat noise impacts for the analyzed noise sources with discussions of the available planning information. If required, noise control planning will be provided as appropriate and feasible with specific noise control methods to allow construction to the maximum reasonable extent in areas close to occupied habitat.
- Prepare one brief specialty construction noise letter in the event that an additional noise control issue arises following completion of the focused noise assessment letter.
- Communicate with Client as necessary for the plan preparation.

HELIX will provide the following acoustic consulting services for the project, as requested by Client:

Active Noise Monitoring. During the initial potential loud construction activity, the noise level will be actively monitored by a HELIX noise specialist, who will setup a sound level meter adjacent the habitat for a one-hour monitoring period at a single location. If the average hourly noise level approaches the maximum allowable level as established in (1 above), the site construction manager will be notified, and the offending operation will cease until additional noise remediation can be implemented. If additional remediation is required a second active construction noise measurement will be required. A hand-written, one-page monitoring report will be submitted after each period of active monitoring, showing the hourly noise level measurements at the monitoring site.

Passive Noise Monitoring. During the manned monitoring visit two or more (as determined by the noise specialist and project biologist) passive unmanned monitoring locations will be setup with noise monitors. Data will be collected weekly by the HELIX biological monitor during regular site visit work (Task 2) and a summary of the weekly noise data will be provided to the District and CM team. If construction noise exceeds the project thresholds, the monitoring report will include a brief description of the problem and suggested steps to correct the problem. Installation of sound level meters assumes use of client-installed two-inch pipe or 4X4 wooden post (or similar size and type material), six feet in height at the selected monitoring locations as monitor mounts. This task assumes up to 16 weeks of noise monitoring for the duration of the project.

Cultural Resources Compliance Tasks

Task 10 Cultural Resources and Native American Monitoring. HELIX will provide cultural resources monitoring services per the requirements of the MMRP, mitigation measures CUL-1 through

CUL-4. Native American monitoring will be provided by Payomkawichum Kaamalam (PKK) representing the Acjachemen (Juaneño) Tribe; PKK will be a subcontractor to HELIX. Per the MMRP, HELIX and PKK will attend a pre-grading meeting with the grading contractor; present a cultural resources WEAP to the grading contractor and any relevant subcontractors; monitor ground-disturbing activities during construction, including brushing/grubbing, grading, trenching, excavation, etc.; and a prepare report documenting the methods and results of the monitoring program. In the event that human remains are discovered, all requirements of Health & Safety Code Section 7050.5 and Public Resources Code Section 5097.98 shall be followed (CUL-4).

Paleontological Resources Compliance Tasks

Task 11 Paleontological Monitoring. HELIX'S subcontractor, Paleo Solutions, will provide paleontological monitoring services per mitigation measure PAL-1. Paleo Solutions will prepare a Paleontological Resources Mitigation and Monitoring Plan (PRMMP) to identify the level of monitoring required for all earth-moving activities, based on the geologic units exposed; the PRMMP will identify areas that require monitoring and procedures to implement if fossil discoveries are found during construction. The paleontological monitor will attend the pre-grade meeting, monitor per the PRMMP, recover fossils if they are discovered, and provide a report at the conclusion of monitoring.

Project Management and Meetings

Task 12 Management/Meetings. HELIX has assumed 140 hours of Principal Regulatory Specialist and 100 hours of Biologist time for management/meetings with the project team and applicable agencies. If the project team requests additional services that cause HELIX to exceed the time allocated for this task, additional authorization would be required. This task includes attendance at one pre-construction meeting and bi-weekly meetings for 24 months (52 meetings). If the District requests additional services that cause HELIX to exceed the budget allocated for this task, a contract amendment would be required.

Optional Tasks

Task 13 As-Needed Environmental Support during Construction. If authorized, HELIX will provide as-needed environmental services at the specific direction of the District should unforeseen tasks arise during construction. As needed services may include but are not limited to: additional meetings, e-mail and phone correspondence, agency communications, additional fieldwork, additional documentation, and additional monitoring. A 10% set aside has been included in the cost proposal for these services. If the District requests additional services that cause HELIX to exceed the budget allocated for this task, a contract amendment would be required.

Task 14 Additional Biological Construction Monitor. During Phase C and Phase D of the construction sequencing plan for the project, the District identified the need for the project to work within two separate areas that are within proximity to LBV, TCBB, and other migratory bird habitats during the nesting season. In the event that nesting constraints during construction warrant

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biological monitoring at both locations simultaneously, this task provides for one additional biologist as needed to ensure adequate monitoring of both locations can be accomplished in accordance with the required mitigation measures and conditions. If the District requests additional services that cause HELIX to exceed the budget allocated for this task, a contract amendment would be required. This task includes up to 78 site visits (780 monitoring hours total) for ongoing biological construction monitoring.

ASSUMPTIONS AND LIMITATIONS

The following assumptions and limitations are a material component of this agreement.

- The District will provide HELIX with current available digital baseline data and project plans for producing all maps and graphics, which should be submitted in one of the following formats: .dxf, .dwg (AutoCAD), .dgn (Microstation), .shp (ArcView shapefiles), .gdb (ArcGIS geodatabase) or .kmz (Google Earth). In some cases, .pdf files will be acceptable.
- This scope of services assumes that regulatory permitting for geotechnical activities within jurisdictional waters will not be required. If regulatory permitting for geotechnical activities is needed, a contract amendment will be required.
- Applicable public agencies may identify additional study requirements after receipt of this noise analysis. If or when this occurs, HELIX will provide the District with a proposal for our response to their request(s). This supplemental work will be provided on a time and materials basis, unless otherwise negotiated.
- Task 10 assumes 20 weeks (100 days) of monitoring by an archaeologist and a Native American monitor; if additional days of monitoring are required to stay in compliance with the project's mitigation measures, Client will be notified immediately, and an amendment to HELIX's scope and fee will be required.
- Task 10 assumes little or no cultural material will be encountered in monitoring. If cultural material is encountered, it will need to be evaluated and treatment/disposition determined. Additional excavation or other research may be required, which may result in additional costs, requiring a contract augment. The scope and cost of additional work would depend on the nature and extent of cultural material encountered. We will notify you immediately if cultural material is encountered.
- Task 11 assumes 80 days of monitoring by a paleontological monitor and four half-days for a field director; if additional hours of monitoring are required to stay in compliance with the mitigation measures for the project, Client will be notified immediately, and an amendment to HELIX's scope and fee will be required.
- Costs associated with additional fieldwork, reporting, technical studies, CEQA documentation, agency coordination, permit processing, and other unexpected services not specifically described above within Tasks 1-14 ("additional work") are not included and could require a contract amendment.

HELIX LABOR	Task 1		Task 2		Task 3		Task 4		Task 5		Task 6		Task 7		Task 8		Task 9		Task 10		Task 11		Task 12		Task 13		Task 14		TOTAL	
	WEAPS		Biological Construction Monitoring		Pond Turtle/Garter Snake Surveys		Pre-Con Nesting Bird Surveys		Pre-Con TCBB Surveys		Pre-Con Burrowing Owl Surveys		Pre-Con LBV Survey		Wildlife Agency Coordination		Noise Control & Monitoring		Cultural & NAM Monitoring		Paleo Monitoring		Management/Meetings		As-Needed Enviro Support (Optional)		Additional Bio Monitor (Optional)			
Personnel	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Principal Acoustician	-	-	-	-	-	-	-	-	-	-	-	-	-	-	48	-	-	-	-	-	-	-	-	-	-	-	-	-	48	-
Environmental Planner III	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4	-	-	-	-	-	-	-	-	-	-	-	-	4	-	
Senior Archaeologist	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	48	-	-	-	-	-	-	-	48	-		
Senior Archaeologist	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	12	-	-	-	-	-	-	-	12	-		
Cultural Project Manager	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4	-	10	-	-	-	-	-	14	-		
Staff Archaeologist	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	800	-	-	-	-	-	-	-	800	-		
Principal Regulatory Specialist	2	-	-	-	-	-	-	-	-	-	-	-	-	20	-	-	-	-	-	-	-	100	-	-	120	-	242	-		
Sr. Scientist	-	-	-	-	9	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	9	-		
Biology Project Manager	-	-	200	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	200	-		
Regulatory Specialist/Project Manager	-	-	-	-	-	-	-	-	-	-	-	-	8	160	-	-	-	-	-	-	-	140	-	-	120	-	428	-		
Biologist V	-	-	1,320	-	-	-	-	-	-	-	-	-	-	-	250	-	-	-	-	-	-	-	-	-	160	780	2,510	-		
Biologist III	-	-	-	-	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4	-		
Biologist II	8	-	-	-	360	-	8	36	-	8	-	-	-	-	-	-	-	-	-	-	-	-	-	90	-	510	-			
Biologist I	16	-	-	-	-	-	16	16	-	10	-	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	68	-		
Sr. GIS Specialist	4	-	-	-	-	-	5	5	-	5	-	5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	19	-		
Sr. GIS Specialist	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3	-	-	-	-	-	-	-	-	-	-	-	5	-		
Word Processor	3	-	-	-	-	-	-	-	-	-	-	-	-	-	2	-	-	-	2	-	-	-	-	-	-	-	7	-		
Subtotal HELIX Labor	33	-	1,520	-	373	-	29	57	-	23	-	18	180	307	-	-	-	868	-	10	-	240	-	490	780	4,928	-			



Proposal No. S04-02843

Eric Sturtz, Construction Manager
Black & Veatch
7310 Miramar Road, Suite 210
San Diego, CA 92126

Subject: Proposal for Geotechnical Testing Services
Moulton Niguel Water District – Regional Lift Station Force Main Replacement
Laguna Niguel, California

Dear Mr. Sturtz:

Ninyo & Moore is pleased to submit this proposal for geotechnical testing services during construction of the Moulton Niguel Water District Regional Lift Station Force Main Replacement project in Laguna Niguel, California. We have prepared this proposal based on our review of project plans, geotechnical report and specifications. We understand that the project will generally consist of installing 7,290 linear feet of 24-inch diameter dual force main pipe. The construction will include installation of 72-inch diameter steel casing at 5 locations, the locations are at Station 3+20 to 4+55, Station 15+75 to 18+10, Station 18+50 to 20+35, Station 26+30 to 29+20 and Station 80+20 to 81+80. The micro-tunneling will involve 9 launching and receiving pits. The construction will also include connections at the Treatment Plant and Lift Station, 4-inch sludge main relocation, repurposing of the 24-inch force main and a temporary by-pass. We also understand that ground water conditions may be encountered during deep trenching and micro-tunneling.

SCOPE OF SERVICES

Our scope of services will include the following:

- Project Engineer/Project Manager service for project coordination, technical support, and management, including review of the project plans and specifications, mix design review for AC and concrete mixes, distribution of test data and reports, and work scheduling.
- Project Engineer/Geologist service for observation of the micro-tunneling operations including observation and documentation of settlement monitoring equipment, shoring installation and dewatering operations. Written supplemental recommendations will be provided as appropriate. Additionally, if settlement reaches the specified maximum limits causing construction shutdown, we will provide consultation and review for remediation measures to start up construction again.
- Field Technician services for sampling and testing during concrete placement and grout placement, including checking slump, and temperature, as well as casting of concrete cylinders.

- Field Technician services for observation, sampling and testing during trench backfill, pit excavation backfill, and during pavement replacement operations. Field density tests will be performed to help evaluate the Contractor's compaction efforts.
- Preparation of progress reports, concrete test data sheets, and field memoranda to document the items inspected.
- Pick-up and transportation of construction material samples for testing at our laboratory.
- Laboratory testing services including proctor density, sieve analysis, sand equivalent, maximum density of AC and concrete compressive strength testing.
- Preparation of a Final Compaction Report which presents the results of our field observations and summarizes the field density test results.

ASSUMPTIONS

We have made the following assumptions:

- Our services are subject to prevailing wage requirements.
- Our settlement monitoring will be periodic observation of the survey points, shoring and surface conditions. Fulltime observation is not included in our proposal, but should be considered if settlement reaches the maximum tolerances.
- We assume that the contractor will backfill the receiving and launching pits at a rate of one pit per day.
- We assume that the Contractor is responsible for installation and monitoring of settlement survey points and equipment. We will observe and review the survey data and monitoring procedures.
- Our services will be scheduled and coordinated by the project inspector or construction manager on an as-needed basis.

ESTIMATED FEE

We propose to provide our services on a time-and-materials basis in accordance with the attached Schedule of Fees and Schedule of Fees for Laboratory Testing. Our estimated fee for the scope of services described herein is presented in the attached Table 1.

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We look forward to working with you on this project.

Respectfully submitted,
NINYO & MOORE

A handwritten signature in blue ink, appearing to read "Alfredo Rodriguez".

Alfredo "Tino" Rodriguez
Principal, Construction Services

AR/kn

Attachments: Table 1 – Breakdown of Estimated Fee
Schedule of Fees

Distribution: (1) Addressee (via e-mail)

Table 1 - Breakdown of Estimated Hours**Field Services**

Senior Project Engineer/Geologist - Micro-tunnuling	60 hours
Senior Field Technician - Trench Backfill	300 hours
Senior Field Technician - Launching & Receiving Pit Backfill	80 hours
Senior Field Technician - Subgrade and Pavement	80 hours
Senior Field Technician - Concrete and Grout Testing	48 hours
Field Vehicle and Equipment Usage	568 hours

Laboratory Testing

AC Maximum Density	1 test
AC Extraction and Gradation	1 test
Sieve Analysis	6 tests
Sand Equivalent	3 tests
Proctor Density	12 tests
Grout Compression Testing	20 tests
Compression Test, 6x12 Cylinder C 39	40 tests

Project Coordination and Technical Support

Senior Project Engineer/Geologist/Environmental Scientist	44 hours
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Project Coordination and Technical Support

Senior Project Engineer/Geologist/Environmental Scientist	2 hours
Senior Project Engineer/Geologist/Environmental Scientist	10 hours
Technical Illustrator	4 hours
Data Processor	4 hours

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SCOPE OF WORK

Work includes comprehensive pre-bid, bid, construction phase support and CM&I services for the project. Proposals for the project should include and show all labor hours and labor costs by position, and all other direct costs for the required work. Work shall consist of, but shall not be limited to, the following tasks:

Pre-bid Phase Support Services

1.1 Constructability and Construction Sequencing Review

Consultant shall perform a constructability review of the plans, specifications, and supporting documents to ensure that the design is biddable and constructible. Considerations should include (but are not necessarily limited to) the following: presence of existing underground and overhead utilities, access limitations, availability of lay down and material storage areas, height and/or clearance restrictions, and adequacy of work areas for the respective construction activities. Consultant shall also review the documents for efficiency of schedule, minimization of impacts to District and OC Parks operations, and cost effectiveness.

Consultant shall perform a construction sequencing review of the plans, specifications, and supporting documents to ensure that construction of the project is feasible, considering the project's unique schedule constraints. Considerations should include (but are not necessarily limited to) the following: permissible work hours, restrictions from OC Parks, and environmental restrictions as described in Task 3.7. Consultant shall review the Conceptual Construction Sequencing Technical Memorandum prepared by the Engineer and recommend any proposed modifications to this document.

Consultant shall review Engineer's construction cost estimate to verify that all appropriate costs are captured, and that quantities and unit costs are reasonable for the work.

Consultant shall conduct a constructability review workshop with the District and Engineer to review Consultant's comments and recommendations. Consultant shall prepare redline markups, details, and narratives as necessary to demonstrate their proposed modifications. Consultant shall prepare the agenda and minutes for the workshop.

Bid Phase Support Services

2.1 Contractor Prequalification Process – OPTIONAL TASK

Consultant shall include this task as a separate optional task in their fee proposal. The District may elect to proceed or not to proceed before or after award.

Prior to the bidding period, the Consultant shall develop a process to prequalify potential contractors to bid on this project. Consultant is expected to lead and manage the entire prequalification process with limited support from District staff. Only contractors who have complied with the prequalification process and have been determined qualified will be eligible

to submit bids for the project. Consultant shall develop the appropriate documentation (evaluation criteria, application, forms, etc.) for potential contractors to apply for prequalification. Consultant shall evaluate all submitted applications and advise the District on whether that contractor has been prequalified. If a contractor is denied prequalification, the Consultant shall provide the reasons for the denial of prequalification.

2.2 Bid Phase Support

Following the prequalification process for prospective bidders, bid phase support services will primarily be provided by the Engineer. Consultant shall provide supplemental bid phase support services, including:

- Attend the pre-bid meeting, which will be conducted by the Engineer.
- Assist with following up with bidders to confirm that they will be bidding and that they understand the bidding requirements.
- Support the Engineer with preparation of addenda. For purposes of this proposal, Consultant shall assume that two (2) addenda will be required during the bid process.
- Assist with evaluation of bids received and notify the District of any significant issues with responsiveness, discrepancies in bid item costs, subcontractors, etc.

Construction Phase Support Services

3.1 Preconstruction Meeting

Consultant shall conduct the Preconstruction Meeting to outline contractual requirements, particularly special requirements. Consultant shall prepare an agenda for review and comment by Engineer and District at least one week prior to the meeting. Comments shall be incorporated, and agendas shall be distributed to all meeting attendees. Consultant shall be prepared to review the Contractor's schedule and approach to the project. Following the meeting, Consultant shall prepare meeting minutes for review and comment by District. After incorporating comments, if any, Consultant shall distribute meeting minutes to all attendees.

3.2 Contract Administration and Management

Consultant shall include in the scope of work sufficient time and budget to administer all CM&I services provided. Consultant will be expected to coordinate very closely with the District's in-house CM&I personnel. This task shall include the following minimum activities:

- Prepare Daily Inspection Activity Reports to document daily start and stop times, size of Contractor's crew, equipment used, visitors to jobsite, climatic conditions throughout the day, quantities of materials used, work accomplished, periods of Contractor downtime and cause, inspection procedures and results, and verification of compliance with the Contract Documents. All entries shall be dated and timed. Provide electronic copies of daily reports to the District on at least a weekly basis.
- Ensure compliance with Contract Documents.

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- Observe the jobsite for compliance with safety requirements. Inform the District of any concerns or problems observed concerning site or job safety.
- Verify that all deliveries and installation of equipment and materials conform to the Contract Documents and approved shop drawings.
- Respond to inquiries regarding requirements of the Contract Documents.
- Monitor Contractor's schedule and regular progress updates.
- Take digital photographs during key points in the construction to document progress.
- Provide daily communication and conferences with various parties (as requested by District) including Engineer, OC Parks, County of Orange, Orange County Flood Control District, City of Laguna Niguel, CDFW, and the public.
- Receive and distribute all RFIs and Submittals among the project team (Engineer, Contractor, and District).
- Review and respond to RFIs not related to design requirements and intent.
- Generally review and process submittals (detailed review by Engineer).
- Populate and maintain RFI and Submittal Logs using the District's templates (to be provided) and review at bi-weekly progress meetings.
- Resolve conflicts in the field to the extent possible.
- Review change orders and provide recommendations.

Consultant's daily reports and photos shall be uploaded to the District's ShareFile site at least weekly, or immediately upon the request of the District.

3.3 Biweekly Jobsite Meetings

Consultant shall conduct biweekly jobsite meetings to perform periodic review of project progress, issues, and schedule. Assume that approximately fifty-two (52) meetings will be required. The primary focus of these meetings will be to proactively resolve any potential issues and review the Contractor's planned work over the next two weeks. Consultant shall prepare agendas and meeting minutes for all meetings (minutes to be reviewed by District staff). After incorporating comments, if any, Consultant shall distribute meeting minutes to all attendees plus other District designated entities. Consultant is advised that the District has budgeted approximately twelve (12) site visits from the Engineer, as needed.

3.4 Partial Payment Requests

Each month, Consultant shall review the Contractor's partial payment request for work completed. Consultant shall ensure appropriate payment for the actual quantities of work completed. After Consultant and Contractor agree on quantities, Consultant shall provide all paperwork and recommend approval and payment by the District.

3.5 Document Control

Consultant shall maintain a comprehensive project record. At a minimum, the project record shall consist of:

- Submittals and Submittal Logs

- RFIs and RFI Logs
- Proposed/Executed Change Orders and Change Order Logs
- All written correspondence (letters, e-mails, etc.)
- Inspection reports and photographs
- Meeting agendas and minutes
- Progress payments and backup information

A web-based document management system is not required. All documents shall be prepared and maintained in MS Office software, saved as PDF files as appropriate, and distributed electronically. The District will provide access to their ShareFile site for uploading and storing documents. Hard copies shall be provided as appropriate, or as requested by District.

3.6 Construction Inspection and Specialty Inspection

Consultant shall provide full-time inspection and as-needed specialty inspection to ensure that the Contractor's work is in compliance with the Contract Documents. Daily field reports and photographs shall be prepared. Reports shall detail items such as weather, equipment and manpower, visitors to jobsite, work performed, and deficiencies. Any issues regarding out of compliant work or delays shall immediately be brought to the attention of the District. Specialty inspection for the microtunneling work shall include (but is not necessarily limited to) oversight of the following activities. Oversight shall include full-time inspection as well as the review of all work plans, logs, reports, calibration records, survey data, as-builts, etc. for compliance with the Contract Documents. The Consultant shall provide direct oversight of the operator in the operations trailer at all times while tunneling work is in process.

- Construction of jacking and receiving shafts
 - Excavation logs
 - Survey reports
- Tunneling operations and pipe jacking
 - MTBM operations reports
 - Jacking logs
 - Slurry and lubricant adjustments
- Instrumentation and settlement monitoring
 - Bore logs
 - Installation documentation
 - Instrument monitoring data
 - Settlement monitoring data
- Noise monitoring and abatement
 - Noise monitoring data
- Installation of steel casing and carrier pipe
 - Installation logs
 - Fusing reports
 - Contact grouting logs
 - Backfill grouting logs
- Site restoration

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- Pre- and post- construction documentation

3.7 Environmental Services

The District is obligated to comply with the Mitigation Monitoring and Reporting Program outlined in Appendix C of the Initial Study/Mitigated Negative Declaration document. Because the project was authorized to proceed under Operation of Law by CDFW, the commitments made in the 1602 application are the requirements for compliance. A regulatory permit condition matrix was also prepared by Helix Environmental Planning for the biological mitigation requirements of the project, consistent with the application documents.

Consultant shall assume the construction schedule specified in Section 3. Consultant shall assume surveys will need to occur multiple times throughout the construction as work areas shift. For the purpose of this proposal, Consultant shall refer to the Mitigation Monitoring and Reporting Program, along with the Conceptual Construction Sequencing Technical Memorandum prepared by the Engineer and the phasing plans shown in the 100% Plans, to assist with estimating an appropriate level of effort for environmental surveys and monitoring. The requirements generally include (but are not necessarily limited to) the following:

- Clearance Survey for Southwestern Pond Turtle and Two-Striped Garter Snake
- Focused Surveys for the following:
 - Nesting Birds (before construction and during nesting season January 15 through August 31)
 - Tri-colored Blackbird (before construction and during nesting season March 15 through July 31)
 - Least Bell's Vireo (before and throughout construction)
- Take Avoidance Survey for Burrowing Owl
- Noise Monitoring
- Develop and Conduct Worker Environmental Awareness Program
- Cultural Resources Monitoring
- Paleontological Resources Monitoring
- Coordination with Regulatory Agencies

Consultant shall assume lead responsibility and provide qualified personnel to perform all of the above services in strict accordance with the requirements of the Mitigation Monitoring and Reporting Program, including all required tools, materials (e.g. exclusionary fencing), preparation and submittal of all required plans and reports to CDFW. Each of these measures are time sensitive. Consultant may retain sub-consultant(s) to perform this task.

3.8 Geotechnical Services

Consultant shall provide geotechnical services to ensure the Contractor meets all geotechnical performance criteria in compliance with requirements of the Plans, Specifications, and Geotechnical Investigation Report which include (but are not necessarily limited to) the following. Consultant shall assume the construction schedule specified in Section 3.

- Jacking and Receiving Pit Shaft Excavations

- Microtunneling Observations
- Grout Insertion
- Jacking and Receiving Pit Excavation Backfill and Compaction
- Open Trench Backfill and Compaction
- Grout and Concrete Compressive Strength Tests
- Asphalt Paving Tests

3.9 Maintenance of As-Built Drawings

Throughout construction, Consultant shall maintain a comprehensive and accurate set of As-Built Drawings. At the conclusion of construction, Consultant shall collect the Contractor's As-Built Drawings for comparison. After any discrepancies are reconciled, Consultant shall consolidate all changes into a single red-line set that will be turned over to the Engineer for the preparation of final Record Drawings. After Engineer prepares the draft Record Drawings based on the As-Built Drawings, Consultant shall back-check and coordinate with Engineer until Record Drawings fully incorporate as-built changes and are considered final.

3.10 Project Closeout

Consultant shall perform the following minimum project closeout activities:

- Comprehensive final inspection, in conjunction with District, and preparation of a punch list. Verification of Contractor's satisfactory completion of punch list work.
- Assistance with resolution of any outstanding project issues (e.g. claims, time extensions, punch-list items, etc.)
- Letter to the District recommending acceptance of the project and a substantial completion date
- Verification that final testing, clean-up, restoration, and demobilization are complete
- Comparison between pre-construction and post-construction conditions of the construction areas and access routes to ensure that all areas are returned to pre-construction conditions, including review of Contractor's pre-construction photos and videos. Demonstration of proper restoration will need to be made to the District, OC Parks, County of Orange, etc.
- Assemble final project documentation from all inspection tasks, test results, and other pertinent information (including photographs). Submit one (1) PDF copy and one (1) paper copy (if requested) to the District.

Tasks that will be performed by the Engineer during construction generally include the following:

1. Detailed Submittal Review
2. RFI Review (technical or related to design intent)
3. Preparation of Record Drawings
4. Technical Support Services
 - a. Attend Preconstruction Meeting
 - b. Twelve (12) Site Visits
 - c. As-needed consultation to District and CM&I Firm

Exhibit B Fee Schedule



CONSTRUCTION MANAGEMENT AND INSPECTION FOR
REGIONAL LIFT STATION FORCE MAIN REPLACEMENT - PROJECT NO. 2013.004



PREPARED BY BLACK & VEATCH

STAFF TITLE	Derek Kurtti, PM	Eric Sturtz, Construction Manager	Romeo Soto, Construction Inspector	Vik Sehdev, Construction Inspector (Trenchless)	Mike Hall, Trenchless Support	Mike McCure, Constructability	Stephany McGreevy, Proj. Cont. & Admin	Helix Environmental	Ninyo & Moore	Total Labor	Labor Fee	Direct Expenses	Total Expenses	Total Fee	Notes
BILLING RATE	\$225	\$225	\$170	\$180	\$210	\$275	\$110								
TASK/DESCRIPTION															
TASK 0 - PROJECT MANAGEMENT & ADMINISTRATION - Subtotal	146	0	0	0	0	0	552			698	\$93,570	\$1,000	\$1,000	\$94,570	
Task 0.1 Project Management and Administration	146						552			698	\$93,570	\$1,000	\$1,000	\$94,570	
TASK 1 - PRE-BID PHASE SUPPORT SERVICES- Subtotal	16	96	24	0	24	36	0			196	\$44,220			\$44,220	
Task 1.1 Constructability and Construction Sequencing Review	16	96	24		24	36				196	\$44,220			\$44,220	
TASK 2 - BID PHASE SUPPORT SERVICES - Subtotal	8	80	0	0	0	0	0			88	\$19,800			\$19,800	
Task 2.1 - Contractor Prequalification Process - Optional (See 2.1 below)										0	\$0			\$0	
Task 2.2 - Bid Phase Support	8	80								88	\$19,800			\$19,800	
TASK 3 - CONSTRUCTION PHASE SUPPORT SERVICES - Subtotal	0	1,020	4,160	832	0	0	0			6,012	\$1,760,056			\$1,760,056	
Tasks 3.1 - 3.6; 3.9 - 3.10 - Construction Phase Support Services		1,020	4,160	832						6,012	\$1,086,460			\$1,086,460	
Task 3.7 - Environmental Services								\$ 585,518		6,012	\$585,518			\$585,518	
Task 3.8 - Geotechnical Services									\$ 88,078	6,012	\$88,078			\$88,078	
Total Hours	170	1,196	4,184	832	24	36	552			6,994					
Total Fee	\$38,250	\$269,100	\$711,280	\$149,760	\$5,040	\$9,900	\$60,720			6,994	\$1,917,646		\$1,000	\$1,918,646	Does not include optional services
Optional Services															
Task 2.1 - Contractor Prequalification Process	8	96					24			128	\$26,040			\$26,040	Developing Questionnaire, Reviewing SOQ, etc.
Task 3.7a - As-Needed Environmental Support During Construction								\$ 72,900			\$72,900			\$72,900	If needed
Task 3.7b - Additional Biological Construction Monitor								\$ 94,745			\$94,745			\$94,745	If needed

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#4

HELIX LABOR	Rate	Task 1		Task 2		Task 3		Task 4		Task 5		Task 6		Task 7		Task 8		Task 9		Task 10		Task 11		Task 12		Task 13		Task 14		TOTAL			
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		
Principal Acoustician	\$200	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	48	\$9,600	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	48	\$9,600
Environmental Planner III	\$105	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	4	\$420	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	4	\$420		
Senior Archaeologist	\$160	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	48	\$7,680	-	\$0	-	\$0	-	\$0	-	\$0	48	\$7,680		
Senior Archaeologist	\$120	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	12	\$1,440	-	\$0	-	\$0	-	\$0	-	\$0	12	\$1,440		
Cultural Project Manager	\$150	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	4	\$600	10	\$1,500	-	\$0	-	\$0	-	\$0	14	\$2,100		
Staff Archaeologist	\$80	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	800	\$64,000	-	\$0	-	\$0	-	\$0	-	\$0	800	\$64,000		
Principal Regulatory Specialist	\$220	2	\$440	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	20	\$4,400	-	\$0	-	\$0	100	\$22,000	120	\$26,400	-	\$0	-	\$0	242	\$53,240		
Sr. Scientist	\$150	-	\$0	-	\$0	9	\$1,350	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	9	\$1,350		
Biology Project Manager	\$140	-	\$0	200	\$28,000	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	200	\$28,000		
Regulatory Specialist/Project Manager	\$160	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	8	\$1,280	160	\$25,600	-	\$0	-	\$0	140	\$22,400	120	\$19,200	-	\$0	-	\$0	428	\$68,480		
Biologist V	\$120	-	\$0	1,320	\$158,400	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	250	\$30,000	-	\$0	-	\$0	-	\$0	160	\$19,200	780	\$93,600	2,510	\$301,200		
Biologist III	\$100	-	\$0	-	\$0	4	\$400	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	4	\$400		
Biologist II	\$90	8	\$720	-	\$0	360	\$32,400	8	\$720	36	\$3,240	8	\$720	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	90	\$8,100	-	\$0	510	\$45,900		
Biologist I	\$85	16	\$1,360	-	\$0	-	\$0	16	\$1,360	16	\$1,360	10	\$850	10	\$850	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	68	\$5,780		
Sr. GIS Specialist	\$160	4	\$640	-	\$0	-	\$0	5	\$800	5	\$800	5	\$800	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	19	\$3,040		
Sr. GIS Specialist	\$130	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	3	\$390	2	\$260	-	\$0	-	\$0	-	\$0	-	\$0	5	\$650		
Word Processor	\$80	3	\$240	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	2	\$160	2	\$160	-	\$0	-	\$0	-	\$0	-	\$0	7	\$560		
Subtotal HELIX Labor		33	\$3,400	1,520	\$186,400	373	\$34,150	29	\$2,880	57	\$5,400	23	\$2,370	18	\$2,130	180	\$30,000	307	\$40,570	868	\$74,140	10	\$1,500	240	\$44,400	490	\$72,900	780	\$93,600	4,928	\$593,840		

SUBCONSULTANTS	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Task 9	Task 10	Task 11	Task 12	Task 13	Task 14	TOTAL	
PKK --NAM																
Labor	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	802	\$56,140
Other direct costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Subtotal Subconsultant 1	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$56,140
Paleo Solutions -- Paleo																
Labor	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$73,245
Other direct costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Subtotal Subconsultant 2	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$73,245
Subtotal Subconsultant Cost		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$56,140	\$73,245	\$0	\$0	\$0	\$129,385	
HELIX mark-up	10%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,614	\$7,325	\$0	\$0	\$0	\$12,939	
Total Subconsultant Cost		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$61,754	\$80,570	\$0	\$0	\$0	\$142,324	

EXPENSES	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Task 9	Task 10	Task 11	Task 12	Task 13	Task 14	TOTAL									
Document Reproduction	\$500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50	\$0	\$250	\$0	\$0	\$800									
GPS (per day)	\$60	\$0	\$0	1	\$60	1	\$60	1	\$60	\$0	\$0	\$0	\$0	\$0	\$240									
Noise Meter	\$120	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,800	\$0	\$0	\$0	\$0	\$2,800									
Mileage	\$0.580	100	\$58	4140	\$2,401	200	\$116	46	\$27	138	\$80	50	\$29	160	\$93	12450	\$7,159	\$0	1000	\$580	\$0	1794	\$1,041	\$11,613
Subtotal Expenses	\$558	\$2,401	\$116	\$87	\$140	\$89	\$89	\$0	\$2,893	\$7,209	\$0	\$830	\$0	\$1,041	\$15,453									
HELIX Mark-Up on Expenses	10%	\$56	\$240	\$12	\$9	\$14	\$9	\$0	\$289	\$721	\$0	\$83	\$0	\$104	\$1,546									
Total Expenses	\$614	\$2,641	\$128	\$96	\$154	\$98	\$98	\$0	\$3,182	\$7,930	\$0	\$913	\$0	\$1,145	\$16,999									

TOTAL	\$4,014	\$189,041	\$34,278	\$2,976	\$5,554	\$2,468	\$2,228	\$30,000	\$43,752	\$143,824	\$82,070	\$45,313	\$72,900	\$94,745	\$753,163
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#4.

Table 1 - Breakdown of Estimated Fee

Field Services

Senior Project Engineer/Geologist - Micro-tunnuling	60 hours	@ \$ 173.00 /hour	\$ 10,380.00
Senior Field Technician - Trench Backfill	300 hours	@ \$ 103.00 /hour	\$ 30,900.00
Senior Field Technician - Launching & Receiving Pit Backfill	80 hours	@ \$ 103.00 /hour	\$ 8,240.00
Senior Field Technician - Subgrade and Pavement	80 hours	@ \$ 103.00 /hour	\$ 8,240.00
Senior Field Technician - Concrete and Grout Testing	48 hours	@ \$ 103.00 /hour	\$ 4,944.00
Field Vehicle and Equipment Usage	568 hours	@ \$ 15.00 /hour	\$ 8,520.00
Subtotal			\$ 71,224.00

Laboratory Testing

AC Maximum Density	1 test	@ \$ 225.00 /test	\$ 225.00
AC Extraction and Gradation	1 test	@ \$ 250.00 /test	\$ 250.00
Sieve Analysis	6 tests	@ \$ 145.00 /test	\$ 870.00
Sand Equivalent	3 tests	@ \$ 125.00 /test	\$ 375.00
Proctor Density	12 tests	@ \$ 220.00 /test	\$ 2,640.00
Grout Compression Testing	20 tests	@ \$ 35.00 /test	\$ 700.00
Compression Test, 6x12 Cylinder C 39	40 tests	@ \$ 35.00 /test	\$ 1,400.00
Subtotal			\$ 6,460.00

Project Coordination and Technical Support

Senior Project Engineer/Geologist/Environmental Scientist	44 hours	@ \$ 173.00 /hour	\$ 7,612.00
Subtotal			\$ 7,612.00

Project Coordination and Technical Support

Senior Project Engineer/Geologist/Environmental Scientist	2 hours	@ \$ 188.00 /hour	\$ 376.00
Senior Project Engineer/Geologist/Environmental Scientist	10 hours	@ \$ 173.00 /hour	\$ 1,730.00
Technical Illustrator	4 hours	@ \$ 98.00 /hour	\$ 392.00
Data Processor	4 hours	@ \$ 71.00 /hour	\$ 284.00
Subtotal			\$ 2,782.00

TOTAL ESTIMATED FEE

\$ 88,078.00

Exhibit "C" Vendor Contact List

Company Name	Company Address	Contact Person	Telephone #	E-Mail
Black & Veatch	5 Peters Canyon Rd., Suite 300 Irvine, CA 92606	Jeff Neemann	(949) 788-4233	neemannjj@bv.com
Butier Engineering	17822 E. 17th St., Suite 404 Tustin, California 92780	Mark Butier, Jr.	(714) 832-7222	jrbutier@butier.com
Dudek	1645 S. Rancho Santa Fe Rd., Suite 201 San Marcos, CA 92078	George Litzinger	(760) 759-2463	glitzinger@dudek.com
MWH Constructors	301 N. Lake St., Suite 115 Pasadena, CA 91101	Randy Lovan	(949) 439-0423	Randy.Lovan@mwhconstructors.com
TRC	1935 Chicago Avenue, Unit A Riverside, California 92507	Edward Durazo	(951) 788-6028	EDurazo@trccompanies.com
Wallace and Associates	1655 E. 6th St., Suite A-4a Corona, CA 92879	Carl Wallace	(951) 966-7774	carl@wallace-cm.com



moulton niguel water district

STAFF REPORT

TO: Board of Directors **MEETING DATE:** June 29, 2020

FROM: Rod Woods, Director of Engineering
Alex Thomas, Principal Engineer

SUBJECT: Construction Contract Amendment for Recycled Water Distribution System Improvements

SUMMARY:

Issue: Board action is required to amend the construction contract for the Recycled Water Distribution System Improvements, Project No. 2018.003.

Recommendation: It is recommended that the Board of Directors amend the construction contract with Ferreira Construction Co, Inc. (Ferreira) by \$275,924 for a total contract amount of \$864,054; and authorize the General Manager or Assistant General Manager to execute the contract change order.

Fiscal Impact: Project No. 2018.003 is budgeted in Fund 6, Water Efficiency, with a current project budget of \$746,943. The proposed project budget is \$1,022,867. Sufficient funds are available in Fund 6; the overall Fiscal Year 2020-21 CIP budget for Fund 6 is \$3,350,000.

Reviewed by Legal: Yes

BACKGROUND:

The District recently completed the Recycled Water Optimization Study (RWOS) which identified three segments of existing recycled water distribution system piping that need to be upsized. Two of the segments are in the City of Mission Viejo and one segment is in the City of Aliso Viejo. These pipeline segments are experiencing higher than recommended velocities due to increased demand in the recycled water distribution system. Upsizing these pipeline segments will reduce the velocity through the pipelines to acceptable levels and increase the amount of recycled water available to serve more customers.

The original scope of work for this project was to upsize the three pipeline segments identified, totaling 1,340 feet of 8-inch, 12-inch, and 16-inch pipe.

#5.

Construction Contract Amendment for Recycled Water Distribution System
Improvements
June 29, 2020
Page 2 of 2

The Board awarded the construction contract to Ferreira in December 2019 in the amount of \$588,130. The Board also authorized a 10% contingency in the amount of \$58,813. Construction work began in May 2020. There have been no previous change orders and none of the original contingency has been utilized.

DISCUSSION:

During investigatory potholing performed by the Contractor at the start of construction, it was discovered that the length of pipe that needs to be upsized for the one pipe segment on Carrillo Street is significantly longer than the original anticipated length. The additional length is 1,296 feet of 8-inch pipe. Upon review of the information evaluated during design, it was discovered that there was incorrect and conflicting record information about the length of this pipe segment.

A construction contract change order is required to authorize the additional funds for the work associated with the additional 1,296 feet of 8-inch pipe on Carrillo Street. The Contractor provided a request for change order in the amount of \$275,924 for this work. Staff performed a comprehensive review of this request and has determined that it is reasonable and primarily based on the unit pricing received during the original competitive bidding for this project. There are sufficient funds available in the approved Fund 6 CIP budget to support the increased project budget.

Staff anticipates that the current remaining contract contingency is adequate for completing the remaining construction work.

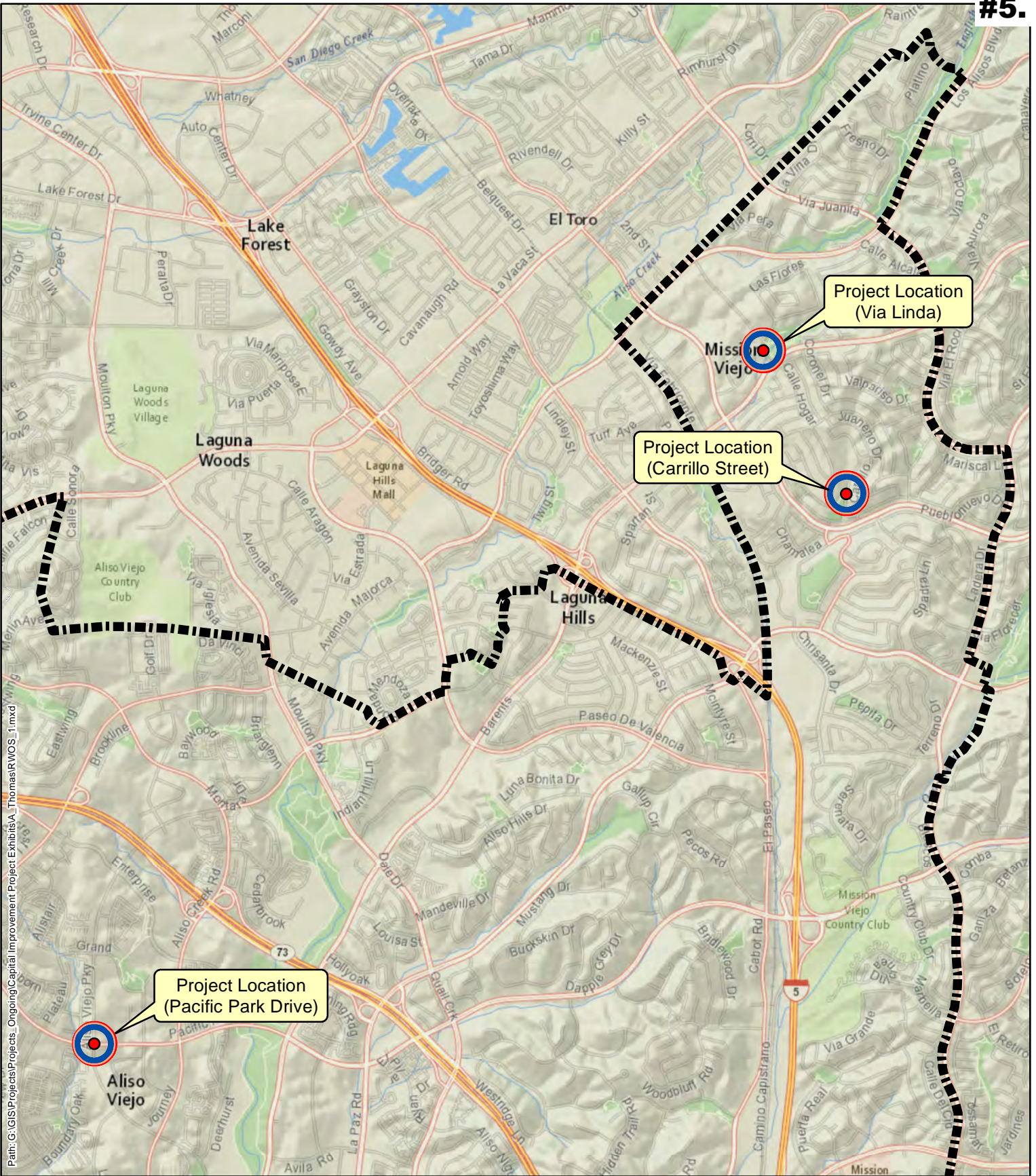
SUMMARY OF PROJECT BUDGET:

	Project Budget*	Proposed / Approved Contract	Proposed / Authorized Contingency	Total Proposed / Authorized Amount
Project Items				
Engineering	\$80,000	\$80,000	\$0	\$80,000
Construction Contract	\$646,943	\$588,130	\$58,813	\$646,943
Proposed Change Order Work	\$0	\$275,924	\$0	\$275,924
Legal, Permits, District Labor	\$20,000	\$20,000	\$0	\$20,000
Totals	\$746,943	\$964,054	\$58,813	\$1,022,867

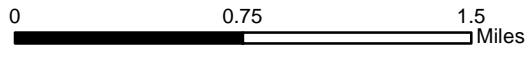
*\$80,200 has been expended to date.

Currently Proposed Amount

Attachment: Exhibit A – Location Map



Path: G:\GIS\Projects\Projects_Ongoing\Captial Improvement Project Exhibits\A_Thomas\RWOS_1.mxd



Scale = 1:40,000

Exhibit "A" Location Map
Recycled Water Distribution System Improvements
Contract No. 2018.003

#6.

On-Call Construction Support Services

June 29, 2020

Page 2 of 3

the services of qualified contractors to assist Operations during times of excessive work orders. In addition, these contractors will be utilized when repair work involves activities not normally performed by District staff (e.g. welding, unusual appurtenances, large infrastructure, etc.). Lastly, these contracts will assist staff in responding to emergency repairs throughout the District's service area that require prompt or immediate attention.

DISCUSSION:

The District issued a Request for Proposals (RFP) for On-Call Construction Support Services to nine qualified contractors. On June 2, 2020, the District received nine proposals. The firms that submitted proposals were:

- E.J. Meyer Company
- Ferreira Construction Co, Inc.
- Gwinco Construction and Engineering, Inc.
- H7 Contract and Engineering, Inc.
- Murray Company
- Paulus Engineering, Inc.
- Shoffeitt Pipeline, Inc.
- T. E Roberts, Inc.
- Vito Artukovich & Son, Inc.

The proposals were evaluated considering related project experience, project team expertise, responsiveness, past performance, familiarity with cities within the District's service area, fees, and other unique qualifications. The proposals received were of high quality and extremely competitive. The firms that offered the overall best value to the District were Ferreira Construction Co., Inc., Paulus Engineering, Inc., Shoffeitt Pipeline, Inc., and T.E Roberts, Inc. Each of the firms has provided quality services for the District in the past, has competitive rates, and is familiar with the cities within the District's service area. The aggregate of fees for the typical work items described in the RFP are summarized below:

Firm	Fee Totals
Paulus Engineering, Inc.	\$45,700
T.E. Roberts, Inc.	\$46,490
Ferreira Construction Co., Inc.	\$57,506
Shoffeitt Pipeline, Inc.	\$63,500
H7 Contract and Engineering, Inc.	\$76,585
E.J. Meyer Company	\$81,463
Vido Artukovich & Son, Inc.	\$147,000
Gwinco Const. and Eng., Inc.	\$158,000
Murray Company	\$181,968

Depending on the nature of the work required, the agreements will be managed on a work order or time and materials basis. Individual work orders issued pursuant to the agreement are not expected to exceed \$150,000.

On-Call Construction Support Services

June 29, 2020

Page 3 of 3

Staff is recommending that the Board of Directors authorize the General Manager or the Assistant General Manager to execute three-year Construction Support Services Agreements with Ferreira Construction Co., Inc., Paulus Engineering, Inc., T.E Roberts, Inc. and Shoffeitt Pipeline, Inc. for a total not-to-exceed agreement amounts of \$1,250,000 each.

Attachments:

1. Agreement with Paulus Engineering, Inc. for On-Call Construction Support Services
2. Agreement with T.E Roberts, Inc. for On-Call Construction Support Services
3. Agreement with Shoffeitt Pipeline, Inc. for On-Call Construction Support Services
4. Agreement with Ferreira Construction Co., Inc. for On-Call Construction Support Services
5. Vendor Contact List

**ON-CALL CONSTRUCTION SUPPORT SERVICES AGREEMENT
BETWEEN
MOULTON NIGUEL WATER DISTRICT AND
PAULUS ENGINEERING, INC.
CONTRACT NO. OM19-20.089b**

This Agreement (the “Agreement”) is made and entered into on _____ (“Effective Date”) by and between the Moulton Niguel Water District (“District”) and Paulus Engineering, Inc. (“Contractor”). District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. District requires individual construction projects to be performed in certain areas throughout the District on an as-needed basis. This Agreement, as well as each Work Order issued pursuant to Section 1, establishes the terms and procedures that will apply to this Work.

B. The objective of this Agreement is for District to authorize Contractor to provide construction support Work on an on-call or emergency basis related to service, repair and construction of DISTRICT facilities.

NOW, THEREFORE, District and Contractor for the consideration stated herein agree as follows:

1. SCOPE OF SERVICES; PRICE; PERFORMANCE STANDARDS

1.1 Contractor shall perform construction support and emergency services (the “Work”) in accordance with the general standards set forth in attached Exhibit A (“Scope of Work and General Provisions) and the other terms of this Agreement from time to time as directed by District.

1.2 As the need for Work arises, as determined by District, District’s representative shall issue Contractor a written work order (“Work Order”) as set forth in Exhibit B. In response to District’s request, Contractor shall deliver a written cost quote indicating: (a) Contractor’s availability to perform the Work; (b) the not-to-exceed price to perform the Work requested in accordance with the Rate Schedule shown in Exhibit C hereto and incorporated herein by this reference; and (c) the estimated time for performance of the Work. A Notice to Proceed (“NTP”) will be issued by District to Contractor following the acceptance of the Work.

1.3. In some cases, circumstances may not allow time to perform the Work Order process described above. In such cases, a District representative will contact Contractor and request that Contractor perform construction Work on a time and materials basis in accordance with the Rate Schedule and the terms and conditions of this Agreement.

1.4. Contractor’s Rate Schedule shall include all labor, supervision, materials, equipment, supplies, tools, incidentals, taxes, profit, overhead, bonding, traffic control, and insurance necessary to mobilize, complete the Work, demobilize and provide cleanup and restoration of construction and work sites.

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1.5. Contractor acknowledges and agrees that District does not guarantee any minimum or maximum amount of Work, and District may use other contractors for the Work, in its sole discretion. This Agreement, including all attached Exhibits, as well as the terms and conditions of any municipal permits or licenses issued or applicable in connection with the Work, if any, form the Agreement between the Parties. Contractor shall provide all labor, materials, tools, equipment, supplies, utilities and transportation services required to perform the Work, subject to compliance with the Agreement requirements, and complete all Work in a thorough, professional and workmanlike manner, and in accordance with generally accepted industry standards, and to the satisfaction of District.

1.6. The Work shall be done in accordance with the Scope of Work and General Provisions, the Work Order issued for each individual repair project during the term of this Agreement, and the permitting or other requirements of any governmental entity within whose jurisdiction the Work is performed, which are by this reference incorporated into this Agreement. It shall be the Contractor's responsibility to ascertain and keep informed of all such existing and future requirements of other governmental entities concerning the Work performed under this Agreement, including acquisition of necessary permits and licenses by municipalities related to repair work in public right of way and payment of the fees or costs thereof.

1.7 Contractor shall provide a list of any subcontractors to District prior to commencement of Work. Any subcontractor must meet the approval of District. Costs for subcontracted work shall be paid as invoiced by subcontractor plus five percent (5%) markup for administrative costs.

1.8 The Work shall be completed in accordance with all local, state and federal rules, regulations and codes applicable to health and safety. Contractor shall be solely and completely responsible for conditions of the Work sites, including safety of all persons and property during performance of the Work. Contractor's operations for the Work shall be conducted so as to provide maximum safety to Contractor's employees, District's representatives, and in compliance with all safety laws, rules and regulations of the State, federal, and local agencies. It is Contractor's responsibility to have a current safety program on file with District prior to commencement of any work under this Agreement.

1.9 Contractor shall conduct its operations so as to offer the least possible obstruction and inconvenience to the public, and shall have under construction no greater length or amount of work that it can prosecute properly with due regard to the rights of the public. Convenient access to driveways, houses and buildings along the line of work shall be maintained and temporary crossings shall be provided and maintained in good condition. Not more than one crossing or intersecting street or road shall be closed at any one time. Contractor shall provide and maintain such fences, barriers, directional signs, lights and flagmen as are necessary to give adequate warning to the public at all times of any dangerous conditions to be encountered as a result of the work and to give directions to the public. Contractor shall comply with all terms of any permits issued by public agencies for the work.

2. COMPENSATION

2.1 District agrees to compensate Contractor for Work performed in accordance with Exhibit C ("Rate Schedule"). Total compensation under the Agreement shall not exceed **One Million Two Hundred Fifty Thousand Dollars (\$1,250,000)** without prior written approval by District.

2.2 CONTRACTOR is required to prepare and submit a daily work log to DISTRICT's representative on-site, unless otherwise waived in writing by the DISTRICT Representative. The daily work log shall be submitted each day and be signed off by both Parties. The daily work log will be used to verify CONTRACTOR's invoices for a work order based on time and materials payment. At a minimum, the work log should list each employee, classification, and hours worked each day; the type of equipment used on-site each day, hours of operation; and a brief summary of Work performed.

2.3 Contractor shall submit itemized invoices with supporting documentation including but not limited to, daily logs described above, period of work, paid receipts and invoices to validate the charges for each invoice. District shall pay invoices within thirty (30) days of receipt. Payments shall be subject to review for compliance by District with the requirements of this Agreement.

2.4 District shall withhold from each payment an amount equal to five percent (5%) of such payment amount ("Retention") as security for adequate performance for work exceeding five thousand dollars (\$5,000) in cost. Notwithstanding the foregoing, after the work is at least fifty percent (50%) complete, if District determines that the work is satisfactorily progressing, District, in its sole discretion, may pay some or all of the remaining payments in full to the Contractor.

2.5 Final Acceptance. Within thirty (30) calendar days of District's "final acceptance" of Work under a Work Order, District will make final payment to Contractor of all invoices and Retention, provided District may withhold amounts as necessary to satisfy properly filed claims for labor or material; estimated actual costs for correcting defective Work; and amounts claimed by District as forfeiture due to delay or offsets. "Final acceptance" shall be defined as the formal action by District of accepting the work under a Work Order as being complete, including the filing of the *Notice of Completion*. No certificate given or payment made under the Agreement shall be conclusive evidence of performance of the Agreement and no payment shall be an acceptance of any defective work or improper materials.

3. TERM OF AGREEMENT AND TERMINATION

3.1 This Agreement shall commence on the Effective Date and continue for a period of **three (3) years**, unless earlier terminated as provided herein.

3.2 Either Party may terminate this Agreement by providing written notice to the other Party ten (10) business days in advance of the date of termination; provided. District may terminate the Agreement without any advance notice in the event Contractor is in material breach of any of the terms of this Agreement, as determined by District in its discretion. Any termination by Contractor shall not be effective as to any Work previously performed hereunder, or any Work being undertaken at the time of such termination by Contractor, and shall only apply prospectively. Contractor remains responsible for the completion of any Work still outstanding under a work order in accordance with the terms of this Agreement and work order. Contractor's indemnity and warranty obligations as to any work order, as well as any outstanding obligations of Contractor at the time of any termination, shall survive the expiration or termination of this Agreement. On District's termination, Contractor will be entitled to the reasonable value of the Work performed for which it has not received prior compensation under

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a work order, subject to any offset from such payment representing District's damages from any material breach of the terms of this Agreement by Contractor or as otherwise provided for under Section 2. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to District.

4. PUBLIC WORKS AND PREVAILING WAGE

4.1 Contractor is aware of the requirements of California Labor Code Section 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 “public works” and “maintenance” projects. Since the Work is being performed as part of 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. A copy of these prevailing wage rates are on file with the Department of Industrial Relations and can be found online with the State of California at <http://www.dir.ca.gov/dlsr/pwd>. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Work available to interested parties upon request, and shall post copies at Contractor’s principal place of business and at the project site. Contractor shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

4.2 Contractor’s attention is directed to the provisions in section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor. It shall be the responsibility of the Contractor to effectuate compliance on the part of itself and any subcontractors with the requirements for employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

4.3 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. 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 achieve compliance with this section. If Contractor or subcontractor does not comply after such ten (10)-day period, the Contractor shall, as a penalty to District, forfeit One Hundred Dollars (\$100) for each day, or portion thereof, for each worker until strict compliance is effectuated.

4.4 This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (“DIR”). It shall be the Contractor’s sole responsibility to

evaluate and pay the cost of complying with all labor compliance requirements under this Agreement 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 District. Contractor shall defend, indemnify and hold the District, 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.

4.5 In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the 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.

4.6 Contractor shall post, at appropriate conspicuous points on the work site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

4.7 Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its subcontractors must be registered with the DIR prior to the execution of a contract to perform public works. By entering into this Agreement, 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 Agreement. 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 Agreement is entered into and maintain registration for the duration of the Agreement. Contractor's DIR Registration No. is 1000000540.

5. BONDS

5.1 Before commencing performance of the Work contracted for hereunder, Contractor shall furnish Payment and Performance bonds (the "Bonds") as required by Section 9550 of the Civil Code, for 100% of the Agreement not-to-exceed amount, from a single surety licensed and admitted in the State of California and acceptable to the District in the District's sole discretion. Contractor shall deliver all Bonds required hereunder to the District prior to the commencement of Work.

5.2 Should, in District's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from District. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the District, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the District. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the District, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the District. If Contractor fails to furnish any required bond, the District may terminate the Contract for cause.

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5.3 District agrees to reimburse 100% of the total amount of the Bond premiums paid by the Contractor under this Agreement in consideration of Contractor maintaining availability for on-call Work during the term of this Agreement. No mark-up of Bond premium will be allowed. District will reimburse such premium amounts within thirty (30) days of District's receipt of invoice and following Contractor's posting of Bond.

5.4 Contractor shall use District's forms, which are attached hereto as Exhibit D ("Payment Bond"), and Exhibit E ("Performance Bond") for the Bonds.

6. INSURANCE

6.1 In addition to the requirements set forth herein, during the entire term of the Agreement, Contractor will pay for and maintain, in full force and effect, all insurance required by District. Contractor shall not commence Work under the Agreement until it has obtained all insurance required by the Agreement and shall be provided by Contractor with the Contractor's executed copy of this Agreement.

6.2 The general liability and business automobile insurance will be comprehensive in form, and extend through the term of this Agreement and on a 'per occurrence' basis. All policies will have a clause providing that thirty (30) calendar days written notice will be given to District prior to any cancellation of such policies. All insurance will be issued and underwritten by insurance companies having an AM Best rating of no less than "A- VII". *All policies shall name Moulton Niguel Water District, City of Aliso Viejo, City of Dana Point, City of Laguna Hills, City of Laguna Niguel, City of Mission Viejo, and each of their directors, elected officials, officers, employees and agents, and any other public entities issuing permits for entry in public right of way to perform the Work, and owners of record of all property on which entry will be made to perform the Work as additional insureds thereunder ("Additional Insureds").* All of the policies of insurance provided hereunder shall be primary insurance and not contribute with any other insurance maintained by the Additional Insureds, and the insurer shall waive all rights of subrogation and contribution it may have against the Additional Insureds; these requirements shall be set forth in endorsements to policies. In the event any of said policies of insurance are canceled, Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 10 to District.

6.3 Commercial general liability in a combined limit of not less than \$2,000,000 per occurrence, \$4,000,000 aggregate with such aggregate to apply separately to the Work. Commercial General Liability insurance coverage shall be equivalent to Insurance Services Office Form CG 00 01. Included in such insurance shall be contractual coverage sufficiently broad to insure the matters set forth in Section 12 of this Agreement, **as well as the subrogation, primary insurance/non-contribution and Additional Insureds terms and endorsements described under subsection (c) above.** This insurance shall name the Additional Insureds using ISO endorsement CG 20 10 11 85, or both CG 20 10 and CG 23 37 forms if later revisions are used.

6.4 Business automobile insurance with liability limits of not less than \$1,000,000 each accident. The policy shall include coverage for owned, non-owned, and hired vehicles, **and include the subrogation, primary insurance/non-contribution and Additional Insureds terms and endorsements.**

6.5 Worker's compensation insurance as required by State laws, and employer's liability insurance with limits not less than \$1,000,000 each accident and \$1,000,000 for disease per employs, **which must include a waiver of subrogation.**

6.6 Contractor shall furnish District with certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms approved by the District. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

6.7 All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the District, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the District in writing.

6.8 Contractor shall report to the District, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

6.9 Nothing in the insurance requirements set forth in this Agreement or under the bonding terms is to be construed as limiting the liability of Contractor or Contractor's insurers or sureties. Contractor agrees that the provisions of this Section 10 shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages or other costs to District, or any persons or property, resulting from Contractor's activities or the activities of any person or persons for which Contractor is otherwise responsible, including Contractor's subcontractors, if any.

7. INDEMNIFICATION

7.1 To the fullest extent permitted by law, Contractor shall hold harmless, indemnify, and defend, including the duty and cost to defend as provided by Section 2778 of the California Civil Code, District and its directors, officers, employees, engineers and representatives as well as all public agencies issuing permits in connection with the Work, and all property owners of the Work site ("indemnitees"), from liability, claims, damages, demands, actions, attorney's fees, costs and expenses arising out of the performance of the Work under this Agreement, or actual or alleged non-performance, or the furnishing of materials by Contractor or its subcontractors, including but not limited to, claims by the Contractor or Contractor's employees for damages to person or property, except for the sole negligence or willful misconduct or active negligence of the District, its directors, officers, engineers, employees and representatives.

7.2 In furtherance of Contractor's obligations in this Section 5, Contractor shall defend itself and the indemnitees against any and all liabilities, claims, losses, damages, actions, attorney's fees, costs and expenses arising out of the performance of the Work, or actual or alleged non-performance, or the furnishing of materials by Contractor or its subcontractors,

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including but not limited to claims by the Contractor or Contractor'S employees for damages to person or property.

7.3 This indemnity obligation shall survive the termination or expiration of the Agreement and the completion of any Work pursuant to any work order, or otherwise.

8. WARRANTY

8.1 Contractor fully warrants and guarantees, for a period of three hundred sixty-five (365) days from the date of "final acceptance" (as defined in section 2.4) of any work by District ("Warranty Period"), that: (1) all goods, materials, and equipment supplied are new, are of first class material and workmanship and are free from defects; and (2) that all work will be of good quality, performed to the standard of care customary in Contractor's trade or profession. Under this guarantee, Contractor shall repair and replace any and all work, together with any other work which may be displaced in so doing, that does not meet the terms above under (1) and (2) within the Warranty Period, without expense whatsoever to District and with ordinary wear and tear and unusual abuse or neglect excepted. Neither District inspection nor failure to inspect shall relieve Contractor of any obligation hereunder. If in District's opinion, any article, material or work fails to conform to specifications or is otherwise defective, Contractor shall promptly replace same at Contractor's expense. No acceptance or payment by District shall constitute a waiver of the foregoing, and nothing herein shall exclude or limit any manufacturers, suppliers or other express warranties, or warranties implied by law.

8.2 This section does not in any way limit the warranty on any items for which a longer warranty is specified or on any items for which Contractor or a manufacturer or supplier gives a warranty for a longer period. Contractor agrees to furnish District, and assign over to District as required, all appropriate warranty certificates upon completion of the work. No warranty whether provided for in this Section 6 or elsewhere shall in any way limit the liability of Contractor or its sureties or insurers under the indemnity or insurance provisions of the Agreement. This warranty obligation shall survive the termination or expiration of the Agreement as to all completed work.

9. RECORDS

9.1 Contractor shall preserve and retain any and all records of or related to the Work, including all records of or related to this Agreement and the Work and obligations contained herein, for a period of no less than four (4) years commencing upon final payment to Contractor under the Agreement or, if an examination, review or audit is commenced but not completed within such period, until such examination, review or audit has been completed.

9.2 Pursuant to Government Code Section 8546.7, the State has the right to examine, review, audit and/or copy such records during the three (3) year period following final work order and payment to Contractor pursuant to this Agreement. Contractor, upon request, shall make the records of the Work available for the purposes described in this Section 7 at all reasonable times during the period Contractor is required to preserve and maintain such records.

10. CLAIMS

10.1 The claim terms set forth in this Agreement shall apply to those claims governed by Public Contract Code Section 20104 *et seq.* arising out of this Agreement.

10.2 In accordance with Public Contract Code Section 9201, District shall timely notify Contractor if District receives any third-party claim relating to the Work, or this Agreement. District shall be entitled to recover from Contractor District’s reasonable costs incurred in providing such notification.

10.3 In the event of any declaratory or other legal or equitable action instituted between District and Contractor in connection with this Agreement, the prevailing Party shall be entitled to recover from the losing Party all of its attorneys fees, and costs and expenses.

11. GENERAL TERMS

11.1 This Agreement, including all documents and exhibits and appendices attached hereto, or incorporated herein by reference, and the executed work orders represent the entire agreement between District and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral, including any previous agreements or contracts between the Parties to the extent the same are inconsistent with the terms hereof.

11.2 This Agreement shall not be considered modified, altered, changed, or amended in any respect unless documented in writing and signed by both Parties.

11.3 This Agreement shall be interpreted according to the laws of the State. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure 394.

11.4 All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

DISTRICT:

Moulton Niguel Water District
P.O. Box 30203
Laguna Niguel, CA 92607
Attn: Director of Engineering

CONTRACTOR:

Paulus Engineering, Inc.
2871 E. Colorado St.
Anaheim, CA 92806
Attn: Jason Paulus

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11.5 If any section of this Agreement as applied to either Party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or enforceable for any reason,

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the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

11.6 Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of District. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, District may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

11.7 No addition to or modification of any provision contained in the Agreement shall be effective unless fully set forth in a writing signed by both District and Contractor.

11.8 The failure of either Party to request performance in accordance with the terms of this Agreement shall not be deemed a waiver of the right to enforce the terms of this Agreement.

11.9 Contractor is an independent Contractor under this Agreement and not an employee of District. The personnel of Contractor are comprised of persons experienced in the work associated with the Services in all aspects.

11.10 All documents or other information developed or received by Contractor and related to the Work shall be delivered to District as the property of District.

11.12 Each Party represents and warrants this Agreement is valid and binding, is duly authorized by appropriate corporate or approving action, and that the person initialing this Agreement has the authority to bind such Party to this Agreement

11.13 This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be an original and both of which together shall constitute one instrument, with the same force and effect as though all signatures appeared on a single document.

Each person signing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the Party he or she represents to execute, and thereby bind such Party to, this Agreement. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be an original and both of which together shall constitute one instrument, with the same force and effect as though all signatures appeared on a single document.

-Signatures on following page-

MOULTON NIGUEL WATER DISTRICT:

PAULUS ENGINEERING, INC.:

By: _____

By: _____
(Authorized Representative of Contractor)

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

Exhibit A Scope of Work and General Provisions

SCOPE OF WORK

I. The services of a CONTRACTOR are required, on an as-needed basis, for the timely construction, maintenance, repair, abandonment, and/or relocation of water distribution and sewer conveyance facilities. Typical work may include, but is not limited to the following:

1. Repair, relocate, replace, abandon, and install aboveground and underground water mains and pipelines, fire hydrants, large services (larger than 2"), small services (2" and below), line stops or insert valves, vaults, valves, meter vaults, and meter vault lids.
2. Repair, relocate, replace, abandon, and install aboveground and underground sewer pipelines; and any related facilities and equipment to the foregoing.
3. Locate and pothole utility substructures, underground conduits, and underground substructures related to the facilities and work above.
4. Replace and install concrete sidewalks, concrete driveway approaches, concrete curb and gutter, concrete spandrels and cross gutters, concrete pavement, and asphalt concrete pavement related to the facilities and work above.

Actual Services to be performed under the Agreement will be pursuant to individual Requests.

II. Materials shall be furnished by CONTRACTOR for completion of Work as specified in each Request. If not explicitly specified, shop drawings shall be submitted for approval prior to installation.

III. CONTRACTOR shall operate in and around active or energized pipelines and equipment and shall conduct itself in accordance with all applicable federal, state, and local laws and regulations. CONTRACTOR shall follow DISTRICT'S Standard Specifications in the testing and activation of new and existing water system components or facilities. Required system outages shall be scheduled with and approved by DISTRICT before the required date. The requirements for repairing, replacing, or installing water or sewer facilities to complete the Work shall be described in the individual Request.

IV. The services of a CONTRACTOR are required, on an as-needed basis, to provide emergency Services to repair and/or replace and inspect damages to the Water System. Typical Work will include, but not be limited to the following:

1. Inspect and evaluate damages and restore services to water distribution, production facilities; sewer conveyance facilities.
2. Repair and/or replace mains, pipelines, valves, fire hydrants, services, meters, line stops, vaults, sampling stations, conduits, and substructures.
3. Clean up environmental/hazardous spills and by-products of combustion and/or disinfection.

V. CONTRACTOR shall perform all work in accordance with the following:

1. District's General Provisions [attached]**:

- a. Section 4, subdivisions 1, 3-6
- b. Section 5, subdivisions 1, 4, 7-8, 10-14
- c. Section 6, subdivisions 1-2, 6
- d. Section 7, subdivisions 1-10, 12-18, 23-27
- e. Section 9, subdivision 6

2. District's Standard Specifications for the Construction of Domestic Water, Sewer and Recycled Water Facilities, accessible via the District's website at:

<http://www.mnwd.com/standards-specifications/>. Note: Contractors are advised that the District's water distribution system contains a significant amount of asbestos cement pipe. Contractors (or listed subcontractor) shall be properly certified for the removal and transport of asbestos cement pipe in accordance with Specification Section 15072.

For the typical anticipated work requests, refer to District's Standard Drawings W-6, W-7, W-8, W-11, and W-12 [attached].

3. Requirements of City with authority over work site/permit terms

***** In the event any statutory sections cited or referred to in the General Provisions above are updated at the time a Request is issued, all such updates and terms shall be deemed controlling, and are incorporated prospectively by this reference.***

GENERAL PROVISIONS**4-1 WORK TO BE DONE**

The Work to be done consists of furnishing all transportation, labor, materials, tools, equipment, services, permits, utilities and all other items which are necessary or appurtenant to construct and complete the entire project and construct the project designated in the Contract Documents, and to leave the grounds in a neat and presentable condition.

4-3 OBSTRUCTIONS

The Contractor shall remove and dispose of all structures, debris, or other obstructions of any character necessary to accommodate the Work. Where such obstructions consist of improvements not required by law to be removed by the Owner thereof, all such improvements shall be removed, maintained, and permanently replaced by the Contractor at his expense except as otherwise specifically provided in the Contract Documents.

4-4 UTILITIES

The Engineer/Architect has endeavored to determine the existence of utilities at the site of the Work from the records of the Owners of known utilities in the vicinity of the Work. The positions of these utilities as derived from such records are shown on the Plans. The service connections to these utilities are not shown on the Plans.

The Contractor shall make his own investigations, including exploratory excavations, to determine the locations and type of existing service laterals or appurtenances when their presence can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the Work. If the Contractor discovers Utility facilities not identified in the Plans or Specifications or in a position different from that shown in the Plans and Specifications, he shall immediately notify in writing the Owner's Representative and the Owner of the Utility facility.

The Owner shall have the responsibility for the timely removal, relocation, protection, and temporary maintenance of existing main or trunkline Utility facilities which are not indicated in the Plans and Specifications with reasonable accuracy.

In case it would be necessary to remove, relocate, protect, or temporarily maintain a Utility because of interference with the Work, the Work on such Utility shall be performed and paid for as follows:

When it is necessary to remove, relocate, protect, or temporarily maintain an existing main or trunkline Utility facility not indicated in the Plans and Specifications with reasonable accuracy, the Owner will compensate the Contractor for the cost of locating, for the costs of repairing damage not due to the failure of the Contractor to exercise reasonable care, for the costs of removing, relocating, protecting, or temporarily maintaining such Utility facilities, and for the costs for equipment on the site necessarily idled during such Work. These costs, the Work to be done by the Contractor in locating, removing, relocating, protecting or temporarily maintaining such Utility facilities shall be covered by a written change order conforming to the provisions of Section 4-2,

CHANGES IN THE WORK, and Section 9-1, PAYMENT FOR CHANGES IN THE WORK. The Owner may make changes in the alignment and grade of the Work to obviate the necessity to remove, relocate, protect, or temporarily maintain such Utility facilities or to reduce the costs of the Work involved in removing, relocating, protecting or temporarily maintaining such Utility facilities. Changes in alignment and grade will be ordered in accordance with Section 4-2, CHANGES IN THE WORK. The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by a failure of the owner of the utility to provide for removal or relocation of such facility.

When it is necessary to remove, relocate, protect, or temporarily maintain a Utility (other than (1) existing main or trunkline Utility facilities not indicated in the Plans and Specifications with reasonable accuracy, or (2) existing service laterals or appurtenances when their presence cannot be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the Work) the cost of which is not required to be borne by the Owner thereof, the Contractor shall bear all expenses incidental to the Work on the Utility or damage thereto. The Work on the Utility shall be done in a manner satisfactory to the Owner thereof; it being understood that the Owner of the Utility has the option of doing such Work with his own forces, or permitting the Work to be done by the Contractor. No representations are made that the obligations to remove, relocate, protect, or temporarily maintain any Utility and to pay the cost thereof is or is not required to be borne by the Owner such Utility, and it shall be the responsibility of the Contractor to investigate to find out whether or not said cost is required to be borne by the Owner of the Utility.

The right is reserved to governmental agencies and to Owners of utilities to enter any time upon any street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the Work and for the purpose of maintaining and making repairs to their property.

4-5 PLANS AND SPECIFICATIONS FURNISHED BY THE OWNER

The Owner will furnish to the Contractor free of charge all copies of Plans and Specifications reasonably necessary for the execution of the Work. The Contractor shall keep one set of Plans and Specifications in good order available to the Owner's Representative at the site of the Work.

4-6 FINAL CLEANUP

Upon completion and before making application for Acceptance of the Work, the Contractor shall clean all rights-of-way, streets, borrow pits, and all other grounds occupied by him in connection with the Work of all rubbish, excess materials, temporary structures, and equipment, and all parts of the Work and grounds occupied by him shall be left in a neat and presentable condition.

5-1 AUTHORITY OF THE OWNER'S REPRESENTATIVE

The Owner's Representative shall decide any and all questions which may arise as to the interpretation of the Plans and Specifications and shall have authority to disapprove or reject materials and equipment furnished and Work performed which, in his opinion, is not in accordance with the Contract Documents.

5-4 MANUFACTURER'S INSTRUCTIONS

All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise specifically provided in the Contract Documents.

5-7 ERRORS OR DISCREPANCIES NOTED BY CONTRACTOR

It is the duty of the Contractor to promptly notify the Owner's Representative in writing of any design, materials, or specified method that the Contractor believes may prove defective or insufficient. If the Contractor believes that a defect of insufficiency exists in design, materials, or specified method and fails to promptly notify the Owner's Representative in writing of this belief, the Contractor waives any right to assert that defect or insufficiency in design materials, or specified method at any later date in any legal or equitable proceeding against the Owner, or in any subsequent arbitration or settlement conference between the Owner and the Contractor. The Owner's Representative, on receipt of any such notice, will promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, any Work done by the Contractor after he comes to the belief that a defect or insufficiency exists in design, materials, or specified method which is directly or indirectly affected by such alleged defect or insufficiency in design, materials, or specified method will be at his own risk and he shall bear all cost arising therefrom.

If the Contractor, either before commencing Work or in the course of the Work, finds any discrepancy between the Specifications and the Plans or between either of them and the physical conditions at the site of the Work or finds any error or omission in any of the Plans or in any survey, he shall promptly notify the Owner's Representative of such discrepancy, error, or omission. If the Contractor observes that any Plans or Specifications are at variance with any applicable law, ordinance, regulation, order or decree, he shall promptly notify the Owner's Representative in writing of such conflict. The Owner's Representative, on receipt of such notice, will promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, any Work done by the Contractor after his discovery of such error, discrepancy, or conflict which is directly or indirectly affected by such error, discrepancy, or conflict will be at his own risk and he shall bear all costs rising therefrom.

5-8 SUPERVISION AND SUPERINTENDENCE

The Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but the Contractor shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence, or procedure of construction which is indicated in and required by the Contract Documents except as otherwise provided in the Section 5-7 ERRORS OR DISCREPANCIES NOTED BY CONTRACTOR.

The Contractor shall be responsible to see that the completed Work complies with the Contract Documents.

The Contractor shall designate and keep on the Work site at all times during its progress a competent superintendent, who shall not be replaced without written notice to the Owner's Representative. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. During periods when the Work is suspended, the Contractor shall make appropriate arrangements for any emergency Work which may be required.

Whenever the superintendent is not present on any particular part of the Work where the Owner's Representative may desire to inform the Contractor relative to interpretation of the Plans and Specifications or to disapproval or rejection of materials or Work performed, the Owner's Representative may so inform the foreman or other worker in charge of the particular part of the Work in reference to which the information is given. Information so given shall be as binding as if given to the superintendent.

5-10 QUALITY AND SAFETY OF MATERIALS AND EQUIPMENT

All equipment, materials, and supplies to be incorporated in the Work shall be new, unless otherwise specified. All equipment, materials, and supplies shall be produced in a good and workmanlike manner. When the quality of a material, process, or article is not specifically set forth in the Plans and Specifications, the best available quality of the material, process, or article shall be provided.

Whenever any material, process, or article is indicated or specified by grade, patent or proprietary name, or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of the materials, process, or articles desired and shall be deemed to be followed by the words "or equal", and the Contractor may offer any material, process, or article which shall be substantially equal or better in every respect to that so indicated or specified; provided, however, that if the material, process or article ordered by the Contractor is not, in the opinion of the Owner's Representative, equal or better in every respect to that specified, then the Contractor must furnish the material, process, or article or one that in the opinion of the Owner's Representative is the substantial equal or better in every respect. In the event that the Contractor furnishes material, process, or article more expensive than that specified, the difference in cost of such material, process, or article so furnished shall be borne by the Contractor.

In accordance with Section 4380 of the Government Code, the Contractor shall submit data substantiating requests for substitution of "equal" items within 35 Days after award of the Contract. This 35-day period of time is included in the number of Days allowed for the completion of the Work.

All materials, equipment, and supplies provided shall, without additional charge to Owner, fully conform with all applicable state and federal safety laws, rules, regulations, and orders, and it shall be Contractor's responsibility to provide only such materials, equipment, and supplies notwithstanding any omissions in the Contract Documents therefor or that a particular material, equipment, or supply was specified.

5-11 STANDARDS, CODES, SAMPLES AND TESTS

Whenever reference is made to a standard, code, specification, or test and the designation representing the date or adoption or latest revision thereof is omitted, it shall mean the latest revision of such standard, code, specification, or test in effect on the day the Notice Inviting Sealed Proposals (Bids) is dated.

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The tests shall be made in accordance with commonly recognized procedures of technical organizations and such special procedures as may be prescribed elsewhere in the Plans and Specifications. The Contractor shall furnish without charge such samples for testing as may be required by the Owner's Representative. Tests and samples may be required at the source of materials as well as at the site of the Work.

5-12 OBSERVATION OF WORK BY OWNER'S REPRESENTATIVE

The Owner's Representative shall at all times have access to the Work during construction and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the Work.

Whenever the Contractor varies the normal period during which Work or any portion of it is carried on each day, he shall give timely notice to the Owner's Representative so that the Owner's Representative may, if he wishes, be present to observe the Work in progress. If the Contractor fails to give such timely notice, any Work done in the absence of the Owner's Representative will be subject to rejection.

The Contractor shall give timely notice to the Owner's Representative in advance of backfilling or otherwise covering any part of the Work so that the Owner's Representative may, if he wishes, observe such part of the Work before it is concealed.

The observation, if any, by the Owner's Representative of the Work shall not relieve the Contractor of any of his obligations to fulfill the Contract as prescribed. Defective Work shall be made good, and materials, and equipment furnished and Work performed which is not in accordance with the Contract Documents may be rejected notwithstanding the fact that such materials, equipment, and Work have been previously observed by the Owner's Representative or that payment therefor has been included in an estimate for payment.

5-13 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

Any Work which does not conform to the requirements of the Contract Documents shall be remedied or removed and replaced by the Contractor, together with any other Work which may be displaced in so doing, and no compensation will be allowed him for such removal, replacement, or remedial Work. All nonconforming materials shall be immediately removed from the site.

Any Work done beyond the lines and grades shown on the Plans or established by the Owner's Representative or any changes in, additions to, or deductions from the Work done without written authority will be considered as unauthorized and will not be paid for. Work so done may be ordered remedied, removed, or replaced by the Contractor.

Upon failure on the part of the Contractor to comply promptly with any order of the Owner's Representative made under the provisions of this Section, the Owner's Representative shall have authority to cause nonconforming materials, rejected Work, or unauthorized Work to be remedied, removed, or replaced at the Contractor's expense and to deduct the costs from any monies due or to become due the Contractor.

5-14 ONE YEAR GUARANTEE

Besides guarantees required elsewhere, the Contractor shall and hereby does guarantee the Work for a period of one year after the date of Acceptance of the Work by the Owner except for any portion of the Work that is utilized or placed into service by the Owner in accordance with the provisions of the Section on USE OF COMPLETED PORTIONS. The guarantee period for portions of the Work so utilized or placed into service shall be one year commencing on the date of the written notification to the Contractor described in the Section on USE OF COMPLETED PORTIONS. The Contractor shall repair or remove and replace

any and all such Work, together with any other Work which may be displaced in so doing, that is found to be defective in workmanship and/or materials within said one year periods, without expense whatsoever to the Owner, ordinary wear and tear and unusual abuse or neglect excepted. In the event of failure to comply with the above-mentioned conditions within one week after being notified in writing, the Owner is hereby authorized to proceed to have the defects remedied and made good at the expense of the Contractor who hereby agrees to pay the cost and charges therefor immediately on demand. Such action by the Owner will not relieve the Contractor of the guarantees required by this Section or elsewhere in the contract documents.

The performance bond and the payment bond shall continue in full force and effect for the guarantee period.

If, in the opinion of the Owner, defective Work creates a dangerous condition or requires immediate corrections or attention to prevent further loss to the Owner or to prevent interruption of operations of the Owner, the Owner will attempt to give the notice required by this Section. If the Contractor cannot be contacted or does not comply with the Owner's request for correction within a reasonable time as determined by the Owner, the Owner may, notwithstanding the provisions of this Section, proceed to make such correction or provide such attention; and the costs of such corrections or attention shall be charged against the Contractor. Such action by the Owner will not relieve the Contractor of the guarantees required by this Section or elsewhere in the Contract Documents.

This Section does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer or supplier gives a guarantee for a longer period. The Contractor agrees to act as a co-guarantor with such manufacturer or supplier and shall furnish the Owner all appropriate guarantee or warranty certificates upon completion of the project. No guarantee period whether provided for in this Section or elsewhere shall in any way limit the liability of Contractor or his sureties or insurers under the indemnity or insurance provisions of these General Provisions or the Special Provisions.

6-1 SUB-CONTRACTING

If the Contractor shall subcontract any part of Contract, the Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractor and of the persons either directly or indirectly employed by his Subcontractor as he is for the acts and omissions of persons directly employed by himself. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the Owner. The Contractor shall bind every Subcontractor to be bound by the terms

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of the Contract Documents as applicable to its Work.

The divisions and sections of any Specifications and the identifications or any Drawings shall not control Contractor in dividing the Work among Subcontractors or suppliers or delineating work to be performed by any specific trade. The divisions of the Specifications are complementary, and anything mentioned or shown in a division of the Specifications or in a specific trade drawing shall be of like effect as if shown in all divisions of the Specifications and in all Drawings.

Contractor is prohibited from performing any of the Work with a Subcontractor who is ineligible to perform such Work pursuant to Section 1777.1 or 1777.7 of the Labor Code. Contractor agrees that in accordance with Public Contract Code Section 6109, a subcontract with an ineligible Subcontractor is void as a matter of law, amounts paid to the Subcontractor shall be returned to Owner, and Contractor is responsible for paying wages of the Subcontractor's employees if the Subcontractor is allowed to perform any part of the Work.

Contractor shall not award work to Subcontractors in excess of 50% percent of the Contract amount without prior written approval of Owner. Except as provided by law, Contractor shall not employ any Subcontractor, supplier, or other person or organization (including but not limited to those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom Owner may have reasonable objection.

Contractor shall give prompt written notice to Owner as to the identity and qualifications of any Subcontractor, supplier, or other person or organization to whom Contractor intends to award work, and of Contractor's intent to remove or replace a Subcontractor, supplier, or other person.

All Work performed for Contractor by a Subcontractor, supplier or other person or organization will be in accordance with an appropriate sub-agreement between Contractor and the Subcontractor, supplier, or other person or organization which specifically binds the Subcontractor, supplier, or other person or organization to the applicable terms and conditions of the Contract Documents for the benefit of Owner.

If requested in writing by Owner, Contractor shall deliver to Owner a copy of each sub-agreement with a Subcontractor, supplier, or other person or organization performing a part of the Work within seven days of Owner's request.

6-2 ASSIGNMENT

The performance of the Contract shall not be assigned, except upon the written consent of the Owner. Consent will not be given to any proposed assignment which would relieve the original Contractor or his surety of their responsibilities under the Contract, nor will the Owner consent to any assignment of a part of the Work under the Contract.

Upon obtaining a prior written consent of the Owner, the Contractor may assign monies due or to become due him under the Contract, to the extent permitted by law, but any assignment of monies shall be subject to all proper setoffs in favor of the Owner and to all deductions provided for in the Contract, and particularly all money withheld, whether assigned or not, shall be subject to being used by the Owner for the completion of the Work in the event that the Contractor should be in default therein.

No assignment of this Contract will be approved unless it shall contain a provision that the funds to be paid to the assignee under the assignment are subject to a prior lien for services rendered or materials supplied for performance of the Work called for under the Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials and that the Owner may withhold funds due until all Work required by the Contract Documents is completed to the Owner's satisfaction.

6-6 USE OF COMPLETED PORTIONS

When the Work or any portion of it is sufficiently complete to be utilized or placed into service, the Owner shall have the right upon written notification to the Contractor to utilize such portions of the Work and to place the operable portions into service and to operate same.

Upon said notice and commencement of utilization or operation by the Owner, the Contractor shall be relieved of the duty of maintaining the portions so utilized or placed into operation; provided, however, that nothing in this Section shall be construed as relieving the Contractor of the full responsibility for completing the Work in its entirety, for making good defective Work and materials, for protecting the Work from damage, and for being responsible for damage, and for the Work as set forth in the General Provisions and other Contract Documents nor shall such action by the Owner be deemed completion and Acceptance, and such action shall not relieve the Contractor, its sureties, or insurers of the provisions of the Sections on CONTRACTOR'S INSURANCE, INDEMNITY, and GUARANTEES.

7-1 OBSERVING LAWS AND ORDINANCES

The Contractor shall keep himself fully informed of all existing and future laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work or the materials used in the Work or which in any way affect the conduct of the Work and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency is discovered in the Plans, Specifications, or Contract for the Work in relation to any such law, ordinance, regulation, order, or decree, he shall forthwith report the same to the Owner's Representative in writing and cease operations on that part of the Work until the Owner's Representative has given him appropriate instructions as provided for in the Section on ERRORS OR DISCREPANCIES NOTED BY CONTRACTOR.

The Contractor shall at all times observe and comply with and shall cause all his agents, employees, Subcontractors, and suppliers to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees, and shall hold harmless, indemnify, and defend the Owner, the Engineer/Architect, the Owner's Representative, and their consultants, and each of their directors, officers, employees, and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, by the Contractor, his employees, agents, Subcontractors, or suppliers.

7-2 PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Work.

7-3 INVENTIONS, PATENTS, AND COPYRIGHTS

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product, or device which is the subject of patent rights or copyrights.

The Contractor shall hold harmless, indemnify, and defend the Owner, the Engineer/Architect, the Owner's Representative, and their consultants, and each of their directors, officers, employees, and agents from and against all claims, damages, losses, expenses, and other costs, including costs of defense attorneys' fees, arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, materials, equipment, product or device, and shall defend all such claims in connection with any alleged infringement of such right.

7-4 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to the public, and he shall have under construction no greater length or amount of Work that he can prosecute properly with due regard to the rights of the public. Convenient access to driveways, houses and buildings along the line of Work shall be maintained and temporary crossings shall be provided and maintained in good condition. Not more than one crossing or intersecting street or road shall be closed at any one time.

The Contractor shall provide and maintain such fences, barriers, directional signs, lights and flagmen as are necessary to give adequate warning to the public at all times of any dangerous conditions to be encountered as a result of the construction Work and to give directions to the public.

7-5 RESPONSIBILITY FOR LOSS, DAMAGE, OR INJURIES

The Contractor shall be responsible for all claims demands, or liability from any cause arising out of or resulting from or in connection with the performance of the Work, excepting only those as may be caused solely and exclusively by the fault or negligence of the Owner, Engineer/Architect, the Owner's Representative, or their consultants, or their directors, officers, employees, and agents. Such responsibility shall extend to claims, demands, or liability for loss, damage, or injuries occurring after completion of the Work as well as during the progress of the Work.

7-6 CONTRACTOR'S RESPONSIBILITY FOR THE WORK

Until the Acceptance of the Work, the Contractor shall have the responsible charge and care of the Work and of the materials to be used therein (including materials for which he has received partial payment or materials which have been furnished by the Owner) and shall bear the risk of injury, loss, or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work.

The Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the Work or materials occasioned by any cause before its completion and Acceptance and shall bear

the expense thereof. Where necessary to protect the Work or materials from damage, the Contractor shall at his expense provide suitable drainage and erect such temporary structures as are necessary to protect the Work or materials from damage. The suspension of the Work or the granting of any extension of time from any cause whatever shall not relieve the Contractor of his responsibility for the Work and materials as herein specified.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, is authorized to act at his discretion to prevent such threatened loss or injury.

Notwithstanding the foregoing provisions of this Section, the Contractor shall not be responsible for the cost of repairing and restoring damage to the Work, which damage is determined to have been proximately caused by an Act of God, in excess of 5% of the contracted amount, provided that the Work damaged is built in accordance with accepted and applicable building standards and the Plans and Specifications. For the purposes of this paragraph, "Acts of God" shall include only the following occurrences or conditions and effect: earthquakes in excess of a magnitude of 3.5 on the Richter Scale and tidal waves.

7-7 PRESERVATION OF PROPERTY

The Contractor shall exercise due care to avoid injury to existing improvement or facilities, Utility facilities, adjacent property, and trees and shrubbery that are not to be removed.

All trees, shrubbery, and landscaping that are not to be removed, and pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, pipelines under or above ground, sewer and waterlines, all highway or street facilities, and any other improvements or facilities within or adjacent to the Work shall be protected from injury or damage, and the Contractor shall provide and install suitable safeguards to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operation, they shall be replaced or restored at the Contractor's expense to a condition as good as when the Contractor entered upon the Work or as good as required by the Plans and Specifications if any such objects are a part of the Work being performed.

The fact that any such pipe or other underground facility is not shown on the Plans shall not relieve the Contractor of his responsibility under this Section.

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

In any emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, is authorized to act at his discretion to prevent such threatened loss or injury.

7-8 EXCAVATION AND/OR DIGGING TRENCHES

As required by Labor Code Section 6705, if the total amount of the Contract is in excess of \$25,000, the Contractor shall submit to the Owner for Acceptance, 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 5 feet or more in depth. The plan shall be prepared by a registered civil or structural Engineer. As a part of the plan, a note shall be included stating that the registered civil or structural Engineer certifies that the plan complies with the CAL-OSHA Construction Safety Orders, or that the registered civil or structural Engineer certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of the Safety Orders.

The Owner or the Engineer/ Architect or their consultants may have made investigations of the subsurface conditions in areas where the Work is to be performed. If so, these investigations are identified in the Special Provisions and the records of such investigations are available for inspection at the office of the Engineer/Architect. The detailed plan showing the design of shoring, etc., which the Contractor is required to submit to the Owner for Acceptance in advance of excavation will not be accepted by the Owner if the plan is based on subsurface conditions which are more favorable than those revealed by the investigations made by the Owner or the Engineer/Architect or their consultants; nor will the plan be accepted if it is based on soils related design criteria which is less restrictive than the criteria set forth in the report on the aforesaid investigations of subsurface conditions.

The detailed plan showing the design of shoring, etc., shall include surcharge loads for nearby embankments and structures, for spoil banks, and for construction equipment and other construction loadings. The plan shall indicate for all trench conditions the minimum horizontal distances from the side of the trench at its top to the near side of the surcharge loads.

Nothing contained in this Section shall be construed as relieving the Contractor of the full responsibility for providing shoring, bracing, sloping, or other provisions which are adequate for worker protection.

As required by Public Contracts Code Section 7104, in any Contract which involves digging trenches or other excavations that extend deeper than four feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the Owner, in writing, of any:

- (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.

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

In the event that a dispute arises between the Owner and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by the Contract or by law which pertain to the resolution of disputes and protests between the parties.

7-9 SAFETY

In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the Work, and the Contractor shall fully comply with all state, federal and other laws, rules, regulations, and orders relating to safety of the public and workers.

The right of the Engineer/Architect or the Owner's Representative to conduct construction review or observation of the Contractor's performance will not include review or observation of the adequacy of the Contractor's safety measure in, on, or near the construction site.

7-10 PERSONAL LIABILITY

No director, officer, employee, or agent of the Owner, the Engineer/Architect, the Owner's Representative, or their consultants shall be personally responsible for any liability arising under or by virtue of the Contract.

7-12 HOURS OF LABOR

The Contractor shall forfeit as a penalty to the Owner \$25.00 for each worker employed in the execution of the Contract by the Contractor or any Subcontractor under him for each calendar day during which such worker is required or permitted to Work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code and, in particular, Section 1810 to Section 1815 thereof, inclusive, except that Work performed by employees of Contractor in excess of 8 hours per day and 40 hours during any one week shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay as provided in said Section 1815.

All work necessary to be performed after regular working hours, on Saturdays and Sundays, or holidays, shall be performed without additional expense to the Owner.

The Owner will provide inspection during normal working hours, as established in the Special Provisions, Monday through Friday. Inspection before or after this time will be charged to the Contractor as reimbursable inspection time. Inspections on weekends requires two days' notice for review and approval.

7-13 PREVAILING WAGE

A. The Contractor shall comply with Labor Code Section 1775. In accordance with said Section 1775,

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the Contractor shall forfeit as a penalty to the Owner \$200.00 for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such Work or craft in which such worker is employed for any Work done under the Contract by him or by any Subcontractor under him in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates 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.

- B. For all contracts for which bids are opened on or after March 1, 2015, or contracts are awarded on or after April 1, 2015, the Contractor and any subcontractor shall be registered with the Department of Industrial Relations and qualified to perform work pursuant to Sections 1725.5 and 1771.1 of the California Labor Code. Pursuant to Sections 1725.5 and 1771.1, as applicable, the Contractor shall be responsible for providing proof of current registration for both the Contractor and any subcontractor prior to performing any work. Notwithstanding anything to the contrary, if at any time during the performance of the Work, the Contractor or any of its subcontractors, which is otherwise required by law to be registered with DIR, is not duly registered pursuant to Labor Code Section 1725.5 (including, without limitation, if the DIR revokes the registration), the DISTRICT may cancel the Contract and/or replace the Contractor or subcontractor with a contractor or subcontractor that is duly registered pursuant to Labor Code Section 1725.5.
- C. The Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- D. The Contractor and all subcontractors shall be responsible for posting appropriate job site notices, pursuant to the requirements set forth in the Labor Code and related regulations. Furthermore, the Contractor and all subcontractors shall be responsible for furnishing the records specified in Section 1776 of the Labor Code directly to the Labor Commissioner, pursuant to the procedures set forth in Section 1771.4 of the Labor Code.

7-14 TRAVEL AND SUBSISTENCE PAYMENTS

Each worker needed to execute the Work must be paid travel and subsistence payments as defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

7-15 APPRENTICES

Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor under him.

The Contractor and any Subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San

Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

Willful violations of Section 1777.5 will result in a forfeiture of up to \$100 for each calendar day of non-compliance (or up to \$300 per day if prior violation(s)) which shall be withheld from progress payments by Owner upon notice from the Department of Industrial Relations. (Labor Code Section 1777.7)

7-16 WARRANTY OF TITLE

No materials, supplies, or equipment for the Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale Contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants clear and good title to all materials, supplies, and equipment installed and incorporated in the Work and agrees upon completion of all Work to deliver the premises together with all improvements and appurtenances constructed or placed thereon by him to the Owner free from any claims, liens, encumbrances, or charges and further agrees that neither he nor any person, firm, or corporation furnishing any material or labor for any Work covered by the Contract shall have any right to a lien upon the premises or any improvement or appurtenance thereon, provided that this shall not preclude the Contractor from installing metering devices or other equipment of Utility companies or of municipalities, the title of which commonly retained by the Utility company or the municipality. Nothing contained in this Section, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection, or any right under any law permitting such persons to look to funds due the Contractor in the hands of the Owner. The provisions of this Section shall be inserted in all subcontracts and material contracts, and notices of its provision shall be given to all persons furnishing materials for the Work when no formal Contract is entered into for such materials.

7-17 PROPERTY RIGHTS IN MATERIALS

Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the Work or the soil, or after payment has been made for materials delivered to the site of the Work, or stored subject to or under the control of the Owner.

All such materials shall become the property of the Owner upon being so attached or affixed or upon payment for materials delivered to the site of the Work or stored subject to or under the control of the Owner.

Soil, stone, gravel, and other materials found at the site of the Work and which conform to the Plans and Specifications for incorporation into the Work may be used in the Work. No other use shall be made of such materials except as may be otherwise described in the Plans and Specifications.

All excess excavated soil, stone, gravel, and other materials from the site of the Work shall become the property of the Contractor upon removal of such materials from the site of the Work.

7-18 MUTUAL RESPONSIBILITY OF CONTRACTORS

Nothing in the Contract shall be interpreted as granting to the Contractor exclusive occupancy of the site

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of the project. The Contractor must ascertain to his own satisfaction the scope of the project and the nature of any other Contracts that have been or may be awarded by the Owner in the construction of the project, to the end that the Contractor may perform this Contract in the light of such other Contracts, if any.

The Contractor shall not cause any unnecessary hindrance or delay to any other Contractor working on the project. If the performance of any Contract for the project is likely to be interfered with by the simultaneous performance of some other Contract or Contracts, the Owner's Representative shall decide which Contractor shall cease Work temporarily and which Contractor shall continue or whether the Work under the Contracts can be coordinated so that the Contractors may proceed simultaneously. On all questions concerning conflicting interest of Contractors performing related Work, the decision of the Owner's Representative shall be binding upon all Contractors concerned and the Owner, the Engineer/Architect, the Owner's Representative, and their consultants shall not be responsible for any damages suffered or extra costs incurred by the Contractor resulting directly or indirectly from the award or performance of attempted performance of any other Contract or Contracts on the project or caused by a decision or omission of the Owner's Representative respecting the order of precedence in the performance of the Contracts.

If through acts of neglect on the part of the Contractor, any other contractor or any Subcontractor shall suffer loss of damage on the Work, the Contractor agrees to settle with such other contractor or Subcontractor by agreement or arbitration, if such other contractor or Subcontractor will so settle. If such other contractor or Subcontractor shall assert any claim against the Owner, the Engineer/Architect, the Owner's Representative, or their consultants, on account of any damage alleged to have been so sustained, the Owner shall notify Contractor who shall hold harmless, indemnify, and defend the Owner, the Engineer/Architect, the Owner's Representative, and their consultants and each of their directors, officers, employees, and agents against any such claim, including all attorneys' fees and any other costs incurred by the indemnified parties relative to any such claim.

7-23 LANDS AND RIGHTS-OF-WAY

The lands and rights-of-way for the facility to be constructed will be provided by the Owner. The Contractor shall make his own arrangements and pay all expenses for additional area required by him outside the limits of the Owner's lands and rights-of-way.

Work in public right-of-way shall be done in accordance with the requirements of the permit issued by the public agency in whose right-of-way the Work is located in addition to conforming to the Plans and specifications. If a permit is not required, the Work shall conform to the standards of the public agency involved in addition to conforming to the Plans and Specifications.

7-24 WAIVER OF RIGHTS

Except as otherwise specifically provided in the Contract Documents, no action or failure to act by the Owner, Engineer/Architect, Owner's Representative, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract Documents, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder.

7-25 TAXES

The Contractor shall pay all sales, consumer, use, and other taxes.

NOTICE OF TAXABLE POSSESSORY INTEREST - The terms of this document may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to this document, the private party may be subjected to the payment of personal property taxes levied on such interest.

7-26 ASSIGNMENT OF ANTI-TRUST ACTIONS

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

In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder.

7-27 PAYROLL RECORDS

It shall be the responsibility of the Contractor to maintain an accurate payroll record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each employee in accordance with Labor Code Section 1776, and to ensure that each Subcontractor also complies with all provisions of Labor Code Section 1776 and this Contract.

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

The Contractor shall ensure that all payroll records are available for inspection at the Contractor's principal office during normal business hours and shall notify the Owner, in writing, of the place where all payroll records are located from time to time.

The Contractor shall furnish a copy of all payroll records, upon request, to employees or their authorized agents, to the Owner, to the Division of Labor Standards Enforcement, and to the Division of Apprenticeship Standards of the Department of Industrial Relations. The Contractor shall also furnish a copy of payroll records to the general public upon request provided the public request is made through

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the Owner, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement of the Department of Industrial Relations. In no event shall members of the general public be given access to payroll records at the Contractor's principal office.

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

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

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

9-6 RESOLUTION OF CONSTRUCTION CLAIMS

This Section is intended as a summary of the provisions of Section 1.5 (commencing with Section 20104) of Chapter 1 of Part 3 of Division 2 of the Public Contract Code ("Claims Resolution Statute") and is subject to the actual provisions of the Claims Resolution Statute. This Section shall govern the resolution of any claim of \$375,000 or less which may be made by the Contractor hereunder.

As used in this Section, "claim" is defined as a separate demand by the Contractor for (a) a time extension, (b) payment of money or damages arising from the Work, payment for which is not otherwise expressly provided for or Contractor is not otherwise entitled to, or (c) an amount, the payment of which is disputed by the Owner.

The Contractor shall make all claims in writing and include the documents necessary to substantiate the claims. Any claim by the Contractor which is intended to invoke the procedures under the Claims Resolution Statute shall specify that the claim is being made pursuant to the Claims Resolution Statute. All claims by the Contractor must be filed on or before the date of final payment; provided, however, nothing in this Section is intended to extend the time limits or supersede notice requirements which may otherwise be provided within the Contract Documents for the filing of claims by the Contractor including, but not limited to, those provided in Section 6-4 (Time for Completion and Forfeiture Due to Delay), Section 6-5 (Extension of Time) and Section 4-2 (Changes in the Work).

Claims Less Than \$50,000.

The Owner shall respond in writing within 45 Days of receipt of the claim, or the Owner 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 Owner may have against the Contractor. If additional information is thereafter required, it shall be requested and provided upon mutual agreement of the Owner and the Contractor. If the Owner requests additional documentation, the Owner's written response to the claim shall be submitted to the Contractor within 15 Days after receipt of the additional documentation, or

within the same time period as used by the Contractor in producing the additional documentation, whichever is greater.

Claims Over \$50,000 But Less Than \$375,000.

The Owner shall respond in writing within 60 Days of receipt of the claim, or 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 Owner may have against the Contractor. If additional information is thereafter required, it shall be requested and provided upon mutual agreement of the Owner and the Contractor. If the Owner requests additional documentation, the Owner's written response to the claim shall be submitted to the Contractor within 30 Days after receipt of the additional documentation, or within the same time period as used by the Contractor in producing the additional information, whichever is greater.

Procedure Following Owner's Response

If the Contractor disputes the Owner's written response, or the Owner fails to respond within the time prescribed, the Contractor may, by giving written notice to the Owner within 15 Days of receipt of the Owner's response (or within 15 Days of the Owner's failure to respond), demand an informal conference to meet and confer for settlement of the issues in dispute. Upon such demand, the Owner shall schedule a meet and confer conference within 30 Days.

If after the meet and confer conference, any portion of the claim remains in dispute, the Contractor may file a claim pursuant to Government Code Section 900 et seq. If a court action is thereafter filed to resolve the claim, the court must, within the time specified by law, submit the matter to nonbinding mediation unless waived by mutual stipulation of the Owner and the Contractor. If after the mediation process, the matter remains in dispute, the case must then be submitted to judicial arbitration pursuant to the applicable law.

Exhibit B

Work Order Form

[To be executed by OWNER and CONTRACTOR prior to commencement of work; again by OWNER for formal acceptance of completed work]

This Work Order is executed pursuant to the "AGREEMENT FOR ON-CALL CONSTRUCTION SUPPORT SERVICES BETWEEN MOULTON NIGUEL WATER DISTRICT AND PAULUS ENGINEERING (Contract No. OM19-20.089b) dated _____, 20__ ("Agreement"). The Agreement terms are fully incorporated in this Work Order. Terms used in this Work Order have the same meanings given in the Agreement.

I. PRIOR TO COMMENCEMENT OF WORK

Work Order No.: _____

Work Description: _____

Work Location: (address/intersection, City) _____

Estimated Work Cost: (attach quote/proposal) \$ _____

Estimated Time for Completion: _____

Notice to Proceed Given: [Date] _____ [By] _____

ACKNOWLEDGED AND AGREED:

OWNER'S REPRESENTATIVE:

CONTRACTOR'S REPRESENTATIVE:

Sign: _____
Director, Officer, AGM, or GM

Sign: _____

Print Name: _____

Print Name: _____

II. OWNER'S ACCEPTANCE OF COMPLETED WORK

Actual Work Cost: (attach backup information as required) \$ _____

OWNER accepts all work completed under this Work Order on the date below, subject to all terms of the Agreement.

OWNER'S REPRESENTATIVE:

Sign: _____

Date: _____

If Actual Work Cost is less than or equal to Estimated Work Cost, Project Manager signs.

If Actual exceeds Estimated by more than 10%, Director, Officer, AGM, or GM must sign.

Exhibit C Rate Schedule

Item No.	Description	Unit Price	Unit
1.	Furnish and install Fire Hydrant Assembly with 25-foot long run in accordance with District Standard Drawing W-7. Assume that installation is within residential area; traffic control per WATCH Manual, but traffic control plans are not required.	\$18,000 ⁰⁰	Each
2.	Perform repair to existing 12-inch ductile iron pipeline within collector street (traffic control per WATCH Manual, but traffic control plans not required). Assume repair consists of installing 10-feet of Class 150 C-900 PVC, plus 2 flexible couplings Romac "MACRO" extended range couplings, wrapped and greased with Type 316 stainless steel hardware (no substitutes).	\$9,800 ⁰⁰	Each
3.	Perform removal and replacement to existing 8" gate valve within residential street (traffic control per WATCH Manual, but traffic control plans not required). Assume repair consists of removing and replacing an 8" gate valve, plus 2 flexible couplings (no substitutes), wrapped and greased with type 316 stainless steel hardware.	\$11,000 ⁰⁰	Each

Note: It is intended that the unit prices submitted for the items above are comprehensive for the work contemplated. Include the following activities as a minimum:

- Procurement of required permit
- Trench protection
- Trenching, bedding, compaction, backfill, pavement removal
- Temporary paving (i.e. cold A.C. patch) prior to final paving.
- Complete removal and clean-up of jobsite, including removal of USA markings by pressure washing
- Restoration of existing facilities disturbed or damaged during construction
- Legal disposal of all excavated materials including dirt, paving, piping, valves, concrete, and related facilities.


4.	Final 2-inch grind and cap for area less than 100 square feet.	\$50 ⁰⁰	Per Square Foot
5.	Removal and replacement of 10-foot sidewalk panel.	1,900 ⁰⁰	Each

Must include labor and equipment rates (billing rates) as part of this fee proposal

Signature of Proposer

Company Name

Date


 Paulus Engineering, Inc.
 5/22/2020

#6. Paulus Engineering, Inc.

TIME & MATERIAL WORKSHEET

TM No.

Job No.

Customer:

Work Authorized by:

Description:

Project:

Work Date:

Foreman:

Prevailing

QTY	LABOR	REG HRS	O/T HRS	DBL TM HRS	REG RATE	O/T RATE	DBL TM RATE	REG TOTAL	O/T TOTAL	DBL TM TOTAL
	Laborer				\$ 78.42	\$ 117.63	\$ 156.84	\$ -	\$ -	\$ -
	Pipelayer				\$ 83.72	\$ 125.58	\$ 167.44	\$ -	\$ -	\$ -
	Operator				\$ 96.59	\$ 144.89	\$ 193.18	\$ -	\$ -	\$ -
	Truck Driver				\$ 96.59	\$ 144.89	\$ 193.18	\$ -	\$ -	\$ -
	Foreman				\$ 107.38	\$ 161.07	\$ 214.76	\$ -	\$ -	\$ -
	Superintendent				\$ 120.58	\$ 180.87	\$ 241.16	\$ -	\$ -	\$ -
	Subtotal							\$ -	\$ -	\$ -
	Mark Up %				15%			\$ -	\$ -	\$ -
	TOTAL							\$ -	\$ -	\$ -

QTY	BARE EQUIPMENT	AMT.	UNIT	TOTAL
	Cat 345 Excavator		HR	\$ 225.00
	Compaction Wheel		HR	\$ 45.00
	Hitachi 400/450 Excavator		HR	\$ 185.00
	Compaction Wheel		HR	\$ 40.00
	Cat 240/330-Yutani 320 Excavator		HR	\$ 140.00
	Compaction Wheel		HR	\$ 40.00
	Cat 962 Wheel Loader		HR	\$ 127.00
	Cat 950 Wheel Loader		HR	\$ 110.00
	Lowbed Tractor/Trailer		HR	\$ 95.00
	Cat Backhoe		HR	\$ 88.00
	Compaction Wheel or Breaker		HR	\$ 30.00
	Boom Truck		HR	\$ 52.00
	Super 10 Dump Truck		HR	\$ 125.00
	6 Wheel Dump Truck		HR	\$ 52.00
	6 Wheel Flat Bed Truck		HR	\$ 45.00
	Roller		HR	\$ 65.00
	Crew Truck with Tools		HR	\$ 40.00
	Delivery Truck		HR	\$ 35.00
	Vactor Pump Truck		HR	\$ 220.00
	Misc Tools			
	Shoring Jacks - per each		Day	\$ 13.00
	Trench Plates - per each		Day	\$ 13.00
	Trench Shield		Day	\$ 158.00
	Manhole Shield		Day	\$ 99.00
	3" Pump w/Connectors		Day	\$ 109.00
	K-Rail		LF	\$ 18.00
	Generator		Day	\$ 92.00
	Air Compressor		Day	\$ 135.00
	Air Blower		Day	\$ 70.00
	Confined Space Equipment		Day	\$ 768.00
	Gas Detection Equipment		Day	\$ 69.00
	Traffic Arrow Board		Day	\$ 125.00
	Traffic Barricades		Day	\$ 2.25
	Traffic Cones/Delineators		Day	\$ 2.25
	Walk Behind Vibratory Plate		Day	\$ 81.00
	Misc Small Tools		Day	\$ 76.00
	Subtotal			\$ -
	Mark Up %		15%	\$ -
	TOTAL			\$ -

AMT	MATERIAL, SUBCONTRACT, MISC	Unit	TOTAL
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
	Subtotal		\$ -
	Mark Up %	15%	\$ -
	TOTAL		\$ -

Total Overhead / Profit \$ -

TOTAL WORKSHEET \$ -

Exhibit D
PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Moulton Niguel Water District (hereinafter referred to as "District") has awarded to Paulus Engineering, Inc., (hereinafter referred to as the "Contractor") an agreement for on-call construction support services (OM19-20.089b) (hereinafter referred to as the "Project").

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

WHEREAS, Principal is required to furnish a bond in connection with the contract described above; providing that if 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 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 District in the penal sum of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) 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 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 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 District 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,

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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 District and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract 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 Contract, including but not limited to the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____ 20____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Corporate Seal of Principal,
if corporation)

Principal (Property Name of Contractor)

By _____
(Signature of Contractor)

(Seal of Surety)

Surety

By _____
Attorney in Fact

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

Exhibit E

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Moulton Niguel Water District (hereinafter referred to as "District") has awarded to Paulus Engineering, Inc., (hereinafter referred to as the "Contractor") an agreement for on-call construction support services (OM19-20.089b) (hereinafter referred to as the "Project").

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

WHEREAS, the Contractor is required by the Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of 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 District in the sum of One Hillion Two Hundred Fifty Thousand Dollars (\$1,250,000), the sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the District, its officers and agents, as stipulated in the 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 Project, unless otherwise provided for in the Contract Documents, the guarantee obligation shall hold good for a period of one (1) year after the acceptance of the work by District, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District 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 District'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.

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As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by the District in enforcing such obligation.

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

1. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
2. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the District, 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 District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.
3. Permit the District 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 District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the District 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 District, when declaring the Contractor in default, notifies Surety of the District'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 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 Contract, including but not limited to 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

Name

By _____

SURETY:

By: _____
Attorney-In-Fact

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.)

THE FOLLOWING INFORMATION IS MANDATORY

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

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

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

**ON-CALL CONSTRUCTION SUPPORT SERVICES AGREEMENT
BETWEEN
MOULTON NIGUEL WATER DISTRICT AND
T.E. ROBERTS, INC.
CONTRACT NO. OM19-20.089d**

This Agreement (the “Agreement”) is made and entered into on _____ (“Effective Date”) by and between the Moulton Niguel Water District (“District”) and T.E. Roberts, Inc. (“Contractor”). District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. District requires individual construction projects to be performed in certain areas throughout the District on an as-needed basis. This Agreement, as well as each Work Order issued pursuant to Section 1, establishes the terms and procedures that will apply to this Work.

B. The objective of this Agreement is for District to authorize Contractor to provide construction support Work on an on-call or emergency basis related to service, repair and construction of DISTRICT facilities.

NOW, THEREFORE, District and Contractor for the consideration stated herein agree as follows:

1. SCOPE OF SERVICES; PRICE; PERFORMANCE STANDARDS

1.1 Contractor shall perform construction support and emergency services (the “Work”) in accordance with the general standards set forth in attached Exhibit A (“Scope of Work and General Provisions) and the other terms of this Agreement from time to time as directed by District.

1.2 As the need for Work arises, as determined by District, District’s representative shall issue Contractor a written work order (“Work Order”) as set forth in Exhibit B. In response to District’s request, Contractor shall deliver a written cost quote indicating: (a) Contractor’s availability to perform the Work; (b) the not-to-exceed price to perform the Work requested in accordance with the Rate Schedule shown in Exhibit C hereto and incorporated herein by this reference; and (c) the estimated time for performance of the Work. A Notice to Proceed (“NTP”) will be issued by District to Contractor following the acceptance of the Work.

1.3. In some cases, circumstances may not allow time to perform the Work Order process described above. In such cases, a District representative will contact Contractor and request that Contractor perform construction Work on a time and materials basis in accordance with the Rate Schedule and the terms and conditions of this Agreement.

1.4. Contractor’s Rate Schedule shall include all labor, supervision, materials, equipment, supplies, tools, incidentals, taxes, profit, overhead, bonding, traffic control, and insurance necessary to mobilize, complete the Work, demobilize and provide cleanup and restoration of construction and work sites.

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1.5. Contractor acknowledges and agrees that District does not guarantee any minimum or maximum amount of Work, and District may use other contractors for the Work, in its sole discretion. This Agreement, including all attached Exhibits, as well as the terms and conditions of any municipal permits or licenses issued or applicable in connection with the Work, if any, form the Agreement between the Parties. Contractor shall provide all labor, materials, tools, equipment, supplies, utilities and transportation services required to perform the Work, subject to compliance with the Agreement requirements, and complete all Work in a thorough, professional and workmanlike manner, and in accordance with generally accepted industry standards, and to the satisfaction of District.

1.6. The Work shall be done in accordance with the Scope of Work and General Provisions, the Work Order issued for each individual repair project during the term of this Agreement, and the permitting or other requirements of any governmental entity within whose jurisdiction the Work is performed, which are by this reference incorporated into this Agreement. It shall be the Contractor's responsibility to ascertain and keep informed of all such existing and future requirements of other governmental entities concerning the Work performed under this Agreement, including acquisition of necessary permits and licenses by municipalities related to repair work in public right of way and payment of the fees or costs thereof.

1.7 Contractor shall provide a list of any subcontractors to District prior to commencement of Work. Any subcontractor must meet the approval of District. Costs for subcontracted work shall be paid as invoiced by subcontractor plus five percent (5%) markup for administrative costs.

1.8 The Work shall be completed in accordance with all local, state and federal rules, regulations and codes applicable to health and safety. Contractor shall be solely and completely responsible for conditions of the Work sites, including safety of all persons and property during performance of the Work. Contractor's operations for the Work shall be conducted so as to provide maximum safety to Contractor's employees, District's representatives, and in compliance with all safety laws, rules and regulations of the State, federal, and local agencies. It is Contractor's responsibility to have a current safety program on file with District prior to commencement of any work under this Agreement.

1.9 Contractor shall conduct its operations so as to offer the least possible obstruction and inconvenience to the public, and shall have under construction no greater length or amount of work that it can prosecute properly with due regard to the rights of the public. Convenient access to driveways, houses and buildings along the line of work shall be maintained and temporary crossings shall be provided and maintained in good condition. Not more than one crossing or intersecting street or road shall be closed at any one time. Contractor shall provide and maintain such fences, barriers, directional signs, lights and flagmen as are necessary to give adequate warning to the public at all times of any dangerous conditions to be encountered as a result of the work and to give directions to the public. Contractor shall comply with all terms of any permits issued by public agencies for the work.

2. COMPENSATION

2.1 District agrees to compensate Contractor for Work performed in accordance with Exhibit C (“Rate Schedule”). Total compensation under the Agreement shall not exceed **One Million Two Hundred Fifty Thousand Dollars (\$1,250,000)** without prior written approval by District.

2.2 CONTRACTOR is required to prepare and submit a daily work log to DISTRICT’s representative on-site, unless otherwise waived in writing by the DISTRICT Representative. The daily work log shall be submitted each day and be signed off by both Parties. The daily work log will be used to verify CONTRACTOR’s invoices for a work order based on time and materials payment. At a minimum, the work log should list each employee, classification, and hours worked each day; the type of equipment used on-site each day, hours of operation; and a brief summary of Work performed.

2.3 Contractor shall submit itemized invoices with supporting documentation including but not limited to, daily logs described above, period of work, paid receipts and invoices to validate the charges for each invoice. District shall pay invoices within thirty (30) days of receipt. Payments shall be subject to review for compliance by District with the requirements of this Agreement.

2.4 District shall withhold from each payment an amount equal to five percent (5%) of such payment amount (“Retention”) as security for adequate performance for work exceeding five thousand dollars (\$5,000) in cost. Notwithstanding the foregoing, after the work is at least fifty percent (50%) complete, if District determines that the work is satisfactorily progressing, District, in its sole discretion, may pay some or all of the remaining payments in full to the Contractor.

2.5 Final Acceptance. Within thirty (30) calendar days of District’s “final acceptance” of Work under a Work Order, District will make final payment to Contractor of all invoices and Retention, provided District may withhold amounts as necessary to satisfy properly filed claims for labor or material; estimated actual costs for correcting defective Work; and amounts claimed by District as forfeiture due to delay or offsets. “Final acceptance” shall be defined as the formal action by District of accepting the work under a Work Order as being complete, including the filing of the *Notice of Completion*. No certificate given or payment made under the Agreement shall be conclusive evidence of performance of the Agreement and no payment shall be an acceptance of any defective work or improper materials.

3. TERM OF AGREEMENT AND TERMINATION

3.1 This Agreement shall commence on the Effective Date and continue for a period of **three (3) years**, unless earlier terminated as provided herein.

3.2 Either Party may terminate this Agreement by providing written notice to the other Party ten (10) business days in advance of the date of termination; provided. District may terminate the Agreement without any advance notice in the event Contractor is in material breach of any of the terms of this Agreement, as determined by District in its discretion. Any termination by Contractor shall not be effective as to any Work previously performed hereunder, or any Work being undertaken at the time of such termination by Contractor, and shall only apply prospectively. Contractor remains responsible for the completion of any Work still

outstanding under a work order in accordance with the terms of this Agreement and work order. Contractor's indemnity and warranty obligations as to any work order, as well as any outstanding obligations of Contractor at the time of any termination, shall survive the expiration or termination of this Agreement. On District's termination, Contractor will be entitled to the reasonable value of the Work performed for which it has not received prior compensation under a work order, subject to any offset from such payment representing District's damages from any material breach of the terms of this Agreement by Contractor or as otherwise provided for under Section 2. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to District.

4. PUBLIC WORKS AND PREVAILING WAGE

4.1 Contractor is aware of the requirements of California Labor Code Section 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 "public works" and "maintenance" projects. Since the Work is being performed as part of 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. A copy of these prevailing wage rates are on file with the Department of Industrial Relations and can be found online with the State of California at <http://www.dir.ca.gov/dlsr/pwd>. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Work available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

4.2 Contractor's attention is directed to the provisions in section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor. It shall be the responsibility of the Contractor to effectuate compliance on the part of itself and any subcontractors with the requirements for employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

4.3 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. 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 achieve compliance with this section. If Contractor or subcontractor does not comply after such ten (10)-day period, the Contractor shall, as a penalty to District, forfeit One Hundred

Dollars (\$100) for each day, or portion thereof, for each worker until strict compliance is effectuated.

4.4 This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (“DIR”). It shall be the Contractor’s sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Agreement 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 District. Contractor shall defend, indemnify and hold the District, 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.

4.5 In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the 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.

4.6 Contractor shall post, at appropriate conspicuous points on the work site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

4.7 Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its subcontractors must be registered with the DIR prior to the execution of a contract to perform public works. By entering into this Agreement, 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 Agreement. 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 Agreement is entered into and maintain registration for the duration of the Agreement. Contractor’s DIR Registration No. is 1000000280.

5. BONDS

5.1 Before commencing performance of the Work contracted for hereunder, Contractor shall furnish Payment and Performance bonds (the “Bonds”) as required by Section 9550 of the Civil Code, for 100% of the Agreement not-to-exceed amount, from a single surety licensed and admitted in the State of California and acceptable to the District in the District’s sole discretion. Contractor shall deliver all Bonds required hereunder to the District prior to the commencement of Work.

5.2 Should, in District’s sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from District. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the District, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the

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District. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the District, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the District. If Contractor fails to furnish any required bond, the District may terminate the Contract for cause.

5.3 District agrees to reimburse 100% of the total amount of the Bond premiums paid by the Contractor under this Agreement in consideration of Contractor maintaining availability for on-call Work during the term of this Agreement. No mark-up of Bond premium will be allowed. District will reimburse such premium amounts within thirty (30) days of District's receipt of invoice and following Contractor's posting of Bond.

5.4 Contractor shall use District's forms, which are attached hereto as Exhibit D ("Payment Bond"), and Exhibit E ("Performance Bond") for the Bonds.

6. INSURANCE

6.1 In addition to the requirements set forth herein, during the entire term of the Agreement, Contractor will pay for and maintain, in full force and effect, all insurance required by District. Contractor shall not commence Work under the Agreement until it has obtained all insurance required by the Agreement and shall be provided by Contractor with the Contractor's executed copy of this Agreement.

6.2 The general liability and business automobile insurance will be comprehensive in form, and extend through the term of this Agreement and on a 'per occurrence' basis. All policies will have a clause providing that thirty (30) calendar days written notice will be given to District prior to any cancellation of such policies. All insurance will be issued and underwritten by insurance companies having an AM Best rating of no less than "A- VII". *All policies shall name Moulton Niguel Water District, City of Aliso Viejo, City of Dana Point, City of Laguna Hills, City of Laguna Niguel, City of Mission Viejo, and each of their directors, elected officials, officers, employees and agents, and any other public entities issuing permits for entry in public right of way to perform the Work, and owners of record of all property on which entry will be made to perform the Work as additional insureds thereunder ("Additional Insureds").* All of the policies of insurance provided hereunder shall be primary insurance and not contribute with any other insurance maintained by the Additional Insureds, and the insurer shall waive all rights of subrogation and contribution it may have against the Additional Insureds; these requirements shall be set forth in endorsements to policies. In the event any of said policies of insurance are canceled, Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 10 to District.

6.3 Commercial general liability in a combined limit of not less than \$2,000,000 per occurrence, \$4,000,000 aggregate with such aggregate to apply separately to the Work. Commercial General Liability insurance coverage shall be equivalent to Insurance Services Office Form CG 00 01. Included in such insurance shall be contractual coverage sufficiently broad to insure the matters set forth in Section 12 of this Agreement, **as well as the subrogation, primary insurance/non-contribution and Additional Insureds terms and endorsements described under subsection (c) above.** This insurance shall name the Additional Insureds using ISO endorsement CG 20 10 11 85, or both CG 20 10 and CG 23 37 forms if later revisions are used.

6.4 Business automobile insurance with liability limits of not less than \$1,000,000 each accident. The policy shall include coverage for owned, non-owned, and hired vehicles, **and include the subrogation, primary insurance/non-contribution and Additional Insureds terms and endorsements.**

6.5 Worker's compensation insurance as required by State laws, and employer's liability insurance with limits not less than \$1,000,000 each accident and \$1,000,000 for disease per employs, **which must include a waiver of subrogation.**

6.6 Contractor shall furnish District with certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms approved by the District. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

6.7 All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the District, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the District in writing.

6.8 Contractor shall report to the District, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

6.9 Nothing in the insurance requirements set forth in this Agreement or under the bonding terms is to be construed as limiting the liability of Contractor or Contractor's insurers or sureties. Contractor agrees that the provisions of this Section 10 shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages or other costs to District, or any persons or property, resulting from Contractor's activities or the activities of any person or persons for which Contractor is otherwise responsible, including Contractor's subcontractors, if any.

7. INDEMNIFICATION

7.1 To the fullest extent permitted by law, Contractor shall hold harmless, indemnify, and defend, including the duty and cost to defend as provided by Section 2778 of the California Civil Code, District and its directors, officers, employees, engineers and representatives as well as all public agencies issuing permits in connection with the Work, and all property owners of the Work site ("indemnitees"), from liability, claims, damages, demands, actions, attorney's fees, costs and expenses arising out of the performance of the Work under this Agreement, or actual or alleged non-performance, or the furnishing of materials by Contractor or its subcontractors, including but not limited to, claims by the Contractor or Contractor's employees for damages to person or property, except for the sole negligence or willful misconduct or active negligence of the District, its directors, officers, engineers, employees and representatives.

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7.2 In furtherance of Contractor's obligations in this Section 5, Contractor shall defend itself and the indemnitees against any and all liabilities, claims, losses, damages, actions, attorney's fees, costs and expenses arising out of the performance of the Work, or actual or alleged non-performance, or the furnishing of materials by Contractor or its subcontractors, including but not limited to claims by the Contractor or Contractor's employees for damages to person or property.

7.3 This indemnity obligation shall survive the termination or expiration of the Agreement and the completion of any Work pursuant to any work order, or otherwise.

8. WARRANTY

8.1 Contractor fully warrants and guarantees, for a period of three hundred sixty-five (365) days from the date of "final acceptance" (as defined in section 2.4) of any work by District ("Warranty Period"), that: (1) all goods, materials, and equipment supplied are new, are of first class material and workmanship and are free from defects; and (2) that all work will be of good quality, performed to the standard of care customary in Contractor's trade or profession. Under this guarantee, Contractor shall repair and replace any and all work, together with any other work which may be displaced in so doing, that does not meet the terms above under (1) and (2) within the Warranty Period, without expense whatsoever to District and with ordinary wear and tear and unusual abuse or neglect excepted. Neither District inspection nor failure to inspect shall relieve Contractor of any obligation hereunder. If in District's opinion, any article, material or work fails to conform to specifications or is otherwise defective, Contractor shall promptly replace same at Contractor's expense. No acceptance or payment by District shall constitute a waiver of the foregoing, and nothing herein shall exclude or limit any manufacturers, suppliers or other express warranties, or warranties implied by law.

8.2 This section does not in any way limit the warranty on any items for which a longer warranty is specified or on any items for which Contractor or a manufacturer or supplier gives a warranty for a longer period. Contractor agrees to furnish District, and assign over to District as required, all appropriate warranty certificates upon completion of the work. No warranty whether provided for in this Section 6 or elsewhere shall in any way limit the liability of Contractor or its sureties or insurers under the indemnity or insurance provisions of the Agreement. This warranty obligation shall survive the termination or expiration of the Agreement as to all completed work.

9. RECORDS

9.1 Contractor shall preserve and retain any and all records of or related to the Work, including all records of or related to this Agreement and the Work and obligations contained herein, for a period of no less than four (4) years commencing upon final payment to Contractor under the Agreement or, if an examination, review or audit is commenced but not completed within such period, until such examination, review or audit has been completed.

9.2 Pursuant to Government Code Section 8546.7, the State has the right to examine, review, audit and/or copy such records during the three (3) year period following final work order and payment to Contractor pursuant to this Agreement. Contractor, upon request, shall

make the records of the Work available for the purposes described in this Section 7 at all reasonable times during the period Contractor is required to preserve and maintain such records.

10. CLAIMS

10.1 The claim terms set forth in this Agreement shall apply to those claims governed by Public Contract Code Section 20104 *et seq.* arising out of this Agreement.

10.2 In accordance with Public Contract Code Section 9201, District shall timely notify Contractor if District receives any third-party claim relating to the Work, or this Agreement. District shall be entitled to recover from Contractor District’s reasonable costs incurred in providing such notification.

10.3 In the event of any declaratory or other legal or equitable action instituted between District and Contractor in connection with this Agreement, the prevailing Party shall be entitled to recover from the losing Party all of its attorneys fees, and costs and expenses.

11. GENERAL TERMS

11.1 This Agreement, including all documents and exhibits and appendices attached hereto, or incorporated herein by reference, and the executed work orders represent the entire agreement between District and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral, including any previous agreements or contracts between the Parties to the extent the same are inconsistent with the terms hereof.

11.2 This Agreement shall not be considered modified, altered, changed, or amended in any respect unless documented in writing and signed by both Parties.

11.3 This Agreement shall be interpreted according to the laws of the State. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure 394.

11.4 All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

DISTRICT:

Moulton Niguel Water District
P.O. Box 30203
Laguna Niguel, CA 92607
Attn: Director of Engineering

CONTRACTOR:

T.E. Roberts, Inc.
306 W. Katella Ave., Suite B
Orange, CA 92867
Attn: Timothy Roberts

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

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11.5 If any section of this Agreement as applied to either Party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or enforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

11.6 Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of District. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, District may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

11.7 No addition to or modification of any provision contained in the Agreement shall be effective unless fully set forth in a writing signed by both District and Contractor.

11.8 The failure of either Party to request performance in accordance with the terms of this Agreement shall not be deemed a waiver of the right to enforce the terms of this Agreement.

11.9 Contractor is an independent Contractor under this Agreement and not an employee of District. The personnel of Contractor are comprised of persons experienced in the work associated with the Services in all aspects.

11.10 All documents or other information developed or received by Contractor and related to the Work shall be delivered to District as the property of District.

11.12 Each Party represents and warrants this Agreement is valid and binding, is duly authorized by appropriate corporate or approving action, and that the person initialing this Agreement has the authority to bind such Party to this Agreement

11.13 This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be an original and both of which together shall constitute one instrument, with the same force and effect as though all signatures appeared on a single document.

Each person signing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the Party he or she represents to execute, and thereby bind such Party to, this Agreement. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be an original and both of which together shall constitute one instrument, with the same force and effect as though all signatures appeared on a single document.

-Signatures on following page-

MOULTON NIGUEL WATER DISTRICT:

T.E. ROBERTS, INC.:

By: _____

By: _____
(Authorized Representative of Contractor)

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

Exhibit A Scope of Work and General Provisions

SCOPE OF WORK

I. The services of a CONTRACTOR are required, on an as-needed basis, for the timely construction, maintenance, repair, abandonment, and/or relocation of water distribution and sewer conveyance facilities. Typical work may include, but is not limited to the following:

1. Repair, relocate, replace, abandon, and install aboveground and underground water mains and pipelines, fire hydrants, large services (larger than 2"), small services (2" and below), line stops or insert valves, vaults, valves, meter vaults, and meter vault lids.
2. Repair, relocate, replace, abandon, and install aboveground and underground sewer pipelines; and any related facilities and equipment to the foregoing.
3. Locate and pothole utility substructures, underground conduits, and underground substructures related to the facilities and work above.
4. Replace and install concrete sidewalks, concrete driveway approaches, concrete curb and gutter, concrete spandrels and cross gutters, concrete pavement, and asphalt concrete pavement related to the facilities and work above.

Actual Services to be performed under the Agreement will be pursuant to individual Requests.

II. Materials shall be furnished by CONTRACTOR for completion of Work as specified in each Request. If not explicitly specified, shop drawings shall be submitted for approval prior to installation.

III. CONTRACTOR shall operate in and around active or energized pipelines and equipment and shall conduct itself in accordance with all applicable federal, state, and local laws and regulations. CONTRACTOR shall follow DISTRICT'S Standard Specifications in the testing and activation of new and existing water system components or facilities. Required system outages shall be scheduled with and approved by DISTRICT before the required date. The requirements for repairing, replacing, or installing water or sewer facilities to complete the Work shall be described in the individual Request.

IV. The services of a CONTRACTOR are required, on an as-needed basis, to provide emergency Services to repair and/or replace and inspect damages to the Water System. Typical Work will include, but not be limited to the following:

1. Inspect and evaluate damages and restore services to water distribution, production facilities; sewer conveyance facilities.
2. Repair and/or replace mains, pipelines, valves, fire hydrants, services, meters, line stops, vaults, sampling stations, conduits, and substructures.
3. Clean up environmental/hazardous spills and by-products of combustion and/or disinfection.

- V. CONTRACTOR shall perform all work in accordance with the following:
1. District's General Provisions [attached]**:
 - a. Section 4, subdivisions 1, 3-6
 - b. Section 5, subdivisions 1, 4, 7-8, 10-14
 - c. Section 6, subdivisions 1-2, 6
 - d. Section 7, subdivisions 1-10,12-18, 23-27
 - e. Section 9, subdivision 6

 2. District's Standard Specifications for the Construction of Domestic Water, Sewer and Recycled Water Facilities, accessible via the District's website at: <http://www.mnwd.com/standards-specifications/>. Note: Contractors are advised that the District's water distribution system contains a significant amount of asbestos cement pipe. Contractors (or listed subcontractor) shall be properly certified for the removal and transport of asbestos cement pipe in accordance with Specification Section 15072.

For the typical anticipated work requests, refer to District's Standard Drawings W-6, W-7, W-8, W-11, and W-12 [attached].

 3. Requirements of City with authority over work site/permit terms

***** In the event any statutory sections cited or referred to in the General Provisions above are updated at the time a Request is issued, all such updates and terms shall be deemed controlling, and are incorporated prospectively by this reference.***

GENERAL PROVISIONS**4-1 WORK TO BE DONE**

The Work to be done consists of furnishing all transportation, labor, materials, tools, equipment, services, permits, utilities and all other items which are necessary or appurtenant to construct and complete the entire project and construct the project designated in the Contract Documents, and to leave the grounds in a neat and presentable condition.

4-3 OBSTRUCTIONS

The Contractor shall remove and dispose of all structures, debris, or other obstructions of any character necessary to accommodate the Work. Where such obstructions consist of improvements not required by law to be removed by the Owner thereof, all such improvements shall be removed, maintained, and permanently replaced by the Contractor at his expense except as otherwise specifically provided in the Contract Documents.

4-4 UTILITIES

The Engineer/Architect has endeavored to determine the existence of utilities at the site of the Work from the records of the Owners of known utilities in the vicinity of the Work. The positions of these utilities as derived from such records are shown on the Plans. The service connections to these utilities are not shown on the Plans.

The Contractor shall make his own investigations, including exploratory excavations, to determine the locations and type of existing service laterals or appurtenances when their presence can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the Work. If the Contractor discovers Utility facilities not identified in the Plans or Specifications or in a position different from that shown in the Plans and Specifications, he shall immediately notify in writing the Owner's Representative and the Owner of the Utility facility.

The Owner shall have the responsibility for the timely removal, relocation, protection, and temporary maintenance of existing main or trunkline Utility facilities which are not indicated in the Plans and Specifications with reasonable accuracy.

In case it would be necessary to remove, relocate, protect, or temporarily maintain a Utility because of interference with the Work, the Work on such Utility shall be performed and paid for as follows:

When it is necessary to remove, relocate, protect, or temporarily maintain an existing main or trunkline Utility facility not indicated in the Plans and Specifications with reasonable accuracy, the Owner will compensate the Contractor for the cost of locating, for the costs of repairing damage not due to the failure of the Contractor to exercise reasonable care, for the costs of removing, relocating, protecting, or temporarily maintaining such Utility facilities, and for the costs for equipment on the site necessarily idled during such Work. These costs, the Work to be done by the Contractor in locating, removing, relocating, protecting or temporarily maintaining such Utility facilities shall be covered by a written change order conforming to the provisions of Section 4-2,

CHANGES IN THE WORK, and Section 9-1, PAYMENT FOR CHANGES IN THE WORK. The Owner may make changes in the alignment and grade of the Work to obviate the necessity to remove, relocate, protect, or temporarily maintain such Utility facilities or to reduce the costs of the Work involved in removing, relocating, protecting or temporarily maintaining such Utility facilities. Changes in alignment and grade will be ordered in accordance with Section 4-2, CHANGES IN THE WORK. The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by a failure of the owner of the utility to provide for removal or relocation of such facility.

When it is necessary to remove, relocate, protect, or temporarily maintain a Utility (other than (1) existing main or trunkline Utility facilities not indicated in the Plans and Specifications with reasonable accuracy, or (2) existing service laterals or appurtenances when their presence cannot be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the Work) the cost of which is not required to be borne by the Owner thereof, the Contractor shall bear all expenses incidental to the Work on the Utility or damage thereto. The Work on the Utility shall be done in a manner satisfactory to the Owner thereof; it being understood that the Owner of the Utility has the option of doing such Work with his own forces, or permitting the Work to be done by the Contractor. No representations are made that the obligations to remove, relocate, protect, or temporarily maintain any Utility and to pay the cost thereof is or is not required to be borne by the Owner such Utility, and it shall be the responsibility of the Contractor to investigate to find out whether or not said cost is required to be borne by the Owner of the Utility.

The right is reserved to governmental agencies and to Owners of utilities to enter any time upon any street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the Work and for the purpose of maintaining and making repairs to their property.

4-5 PLANS AND SPECIFICATIONS FURNISHED BY THE OWNER

The Owner will furnish to the Contractor free of charge all copies of Plans and Specifications reasonably necessary for the execution of the Work. The Contractor shall keep one set of Plans and Specifications in good order available to the Owner's Representative at the site of the Work.

4-6 FINAL CLEANUP

Upon completion and before making application for Acceptance of the Work, the Contractor shall clean all rights-of-way, streets, borrow pits, and all other grounds occupied by him in connection with the Work of all rubbish, excess materials, temporary structures, and equipment, and all parts of the Work and grounds occupied by him shall be left in a neat and presentable condition.

5-1 AUTHORITY OF THE OWNER'S REPRESENTATIVE

The Owner's Representative shall decide any and all questions which may arise as to the interpretation of the Plans and Specifications and shall have authority to disapprove or reject materials and equipment furnished and Work performed which, in his opinion, is not in accordance with the Contract Documents.

5-4 MANUFACTURER'S INSTRUCTIONS

All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise specifically provided in the Contract Documents.

5-7 ERRORS OR DISCREPANCIES NOTED BY CONTRACTOR

It is the duty of the Contractor to promptly notify the Owner's Representative in writing of any design, materials, or specified method that the Contractor believes may prove defective or insufficient. If the Contractor believes that a defect of insufficiency exists in design, materials, or specified method and fails to promptly notify the Owner's Representative in writing of this belief, the Contractor waives any right to assert that defect or insufficiency in design materials, or specified method at any later date in any legal or equitable proceeding against the Owner, or in any subsequent arbitration or settlement conference between the Owner and the Contractor. The Owner's Representative, on receipt of any such notice, will promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, any Work done by the Contractor after he comes to the belief that a defect or insufficiency exists in design, materials, or specified method which is directly or indirectly affected by such alleged defect or insufficiency in design, materials, or specified method will be at his own risk and he shall bear all cost arising therefrom.

If the Contractor, either before commencing Work or in the course of the Work, finds any discrepancy between the Specifications and the Plans or between either of them and the physical conditions at the site of the Work or finds any error or omission in any of the Plans or in any survey, he shall promptly notify the Owner's Representative of such discrepancy, error, or omission. If the Contractor observes that any Plans or Specifications are at variance with any applicable law, ordinance, regulation, order or decree, he shall promptly notify the Owner's Representative in writing of such conflict. The Owner's Representative, on receipt of such notice, will promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, any Work done by the Contractor after his discovery of such error, discrepancy, or conflict which is directly or indirectly affected by such error, discrepancy, or conflict will be at his own risk and he shall bear all costs rising therefrom.

5-8 SUPERVISION AND SUPERINTENDENCE

The Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but the Contractor shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence, or procedure of construction which is indicated in and required by the Contract Documents except as otherwise provided in the Section 5-7 ERRORS OR DISCREPANCIES NOTED BY CONTRACTOR.

The Contractor shall be responsible to see that the completed Work complies with the Contract Documents.

The Contractor shall designate and keep on the Work site at all times during its progress a competent superintendent, who shall not be replaced without written notice to the Owner's Representative. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. During periods when the Work is suspended, the Contractor shall make appropriate arrangements for any emergency Work which may be required.

Whenever the superintendent is not present on any particular part of the Work where the Owner's Representative may desire to inform the Contractor relative to interpretation of the Plans and Specifications or to disapproval or rejection of materials or Work performed, the Owner's Representative may so inform the foreman or other worker in charge of the particular part of the Work in reference to which the information is given. Information so given shall be as binding as if given to the superintendent.

5-10 QUALITY AND SAFETY OF MATERIALS AND EQUIPMENT

All equipment, materials, and supplies to be incorporated in the Work shall be new, unless otherwise specified. All equipment, materials, and supplies shall be produced in a good and workmanlike manner. When the quality of a material, process, or article is not specifically set forth in the Plans and Specifications, the best available quality of the material, process, or article shall be provided.

Whenever any material, process, or article is indicated or specified by grade, patent or proprietary name, or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of the materials, process, or articles desired and shall be deemed to be followed by the words "or equal", and the Contractor may offer any material, process, or article which shall be substantially equal or better in every respect to that so indicated or specified; provided, however, that if the material, process or article ordered by the Contractor is not, in the opinion of the Owner's Representative, equal or better in every respect to that specified, then the Contractor must furnish the material, process, or article or one that in the opinion of the Owner's Representative is the substantial equal or better in every respect. In the event that the Contractor furnishes material, process, or article more expensive than that specified, the difference in cost of such material, process, or article so furnished shall be borne by the Contractor.

In accordance with Section 4380 of the Government Code, the Contractor shall submit data substantiating requests for substitution of "equal" items within 35 Days after award of the Contract. This 35-day period of time is included in the number of Days allowed for the completion of the Work.

All materials, equipment, and supplies provided shall, without additional charge to Owner, fully conform with all applicable state and federal safety laws, rules, regulations, and orders, and it shall be Contractor's responsibility to provide only such materials, equipment, and supplies notwithstanding any omissions in the Contract Documents therefor or that a particular material, equipment, or supply was specified.

5-11 STANDARDS, CODES, SAMPLES AND TESTS

Whenever reference is made to a standard, code, specification, or test and the designation representing the date or adoption or latest revision thereof is omitted, it shall mean the latest revision of such standard, code, specification, or test in effect on the day the Notice Inviting Sealed Proposals (Bids) is dated.

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The tests shall be made in accordance with commonly recognized procedures of technical organizations and such special procedures as may be prescribed elsewhere in the Plans and Specifications. The Contractor shall furnish without charge such samples for testing as may be required by the Owner's Representative. Tests and samples may be required at the source of materials as well as at the site of the Work.

5-12 OBSERVATION OF WORK BY OWNER'S REPRESENTATIVE

The Owner's Representative shall at all times have access to the Work during construction and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the Work.

Whenever the Contractor varies the normal period during which Work or any portion of it is carried on each day, he shall give timely notice to the Owner's Representative so that the Owner's Representative may, if he wishes, be present to observe the Work in progress. If the Contractor fails to give such timely notice, any Work done in the absence of the Owner's Representative will be subject to rejection.

The Contractor shall give timely notice to the Owner's Representative in advance of backfilling or otherwise covering any part of the Work so that the Owner's Representative may, if he wishes, observe such part of the Work before it is concealed.

The observation, if any, by the Owner's Representative of the Work shall not relieve the Contractor of any of his obligations to fulfill the Contract as prescribed. Defective Work shall be made good, and materials, and equipment furnished and Work performed which is not in accordance with the Contract Documents may be rejected notwithstanding the fact that such materials, equipment, and Work have been previously observed by the Owner's Representative or that payment therefor has been included in an estimate for payment.

5-13 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

Any Work which does not conform to the requirements of the Contract Documents shall be remedied or removed and replaced by the Contractor, together with any other Work which may be displaced in so doing, and no compensation will be allowed him for such removal, replacement, or remedial Work. All nonconforming materials shall be immediately removed from the site.

Any Work done beyond the lines and grades shown on the Plans or established by the Owner's Representative or any changes in, additions to, or deductions from the Work done without written authority will be considered as unauthorized and will not be paid for. Work so done may be ordered remedied, removed, or replaced by the Contractor.

Upon failure on the part of the Contractor to comply promptly with any order of the Owner's Representative made under the provisions of this Section, the Owner's Representative shall have authority to cause nonconforming materials, rejected Work, or unauthorized Work to be remedied, removed, or replaced at the Contractor's expense and to deduct the costs from any monies due or to become due the Contractor.

5-14 ONE YEAR GUARANTEE

Besides guarantees required elsewhere, the Contractor shall and hereby does guarantee the Work for a period of one year after the date of Acceptance of the Work by the Owner except for any portion of the Work that is utilized or placed into service by the Owner in accordance with the provisions of the Section on USE OF COMPLETED PORTIONS. The guarantee period for portions of the Work so utilized or placed into service shall be one year commencing on the date of the written notification to the Contractor described in the Section on USE OF COMPLETED PORTIONS. The Contractor shall repair or remove and replace

any and all such Work, together with any other Work which may be displaced in so doing, that is found to be defective in workmanship and/or materials within said one year periods, without expense whatsoever to the Owner, ordinary wear and tear and unusual abuse or neglect excepted. In the event of failure to comply with the above-mentioned conditions within one week after being notified in writing, the Owner is hereby authorized to proceed to have the defects remedied and made good at the expense of the Contractor who hereby agrees to pay the cost and charges therefor immediately on demand. Such action by the Owner will not relieve the Contractor of the guarantees required by this Section or elsewhere in the contract documents.

The performance bond and the payment bond shall continue in full force and effect for the guarantee period.

If, in the opinion of the Owner, defective Work creates a dangerous condition or requires immediate corrections or attention to prevent further loss to the Owner or to prevent interruption of operations of the Owner, the Owner will attempt to give the notice required by this Section. If the Contractor cannot be contacted or does not comply with the Owner's request for correction within a reasonable time as determined by the Owner, the Owner may, notwithstanding the provisions of this Section, proceed to make such correction or provide such attention; and the costs of such corrections or attention shall be charged against the Contractor. Such action by the Owner will not relieve the Contractor of the guarantees required by this Section or elsewhere in the Contract Documents.

This Section does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer or supplier gives a guarantee for a longer period. The Contractor agrees to act as a co-guarantor with such manufacturer or supplier and shall furnish the Owner all appropriate guarantee or warranty certificates upon completion of the project. No guarantee period whether provided for in this Section or elsewhere shall in any way limit the liability of Contractor or his sureties or insurers under the indemnity or insurance provisions of these General Provisions or the Special Provisions.

6-1 SUB-CONTRACTING

If the Contractor shall subcontract any part of Contract, the Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractor and of the persons either directly or indirectly employed by his Subcontractor as he is for the acts and omissions of persons directly employed by himself. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the Owner. The Contractor shall bind every Subcontractor to be bound by the terms

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of the Contract Documents as applicable to its Work.

The divisions and sections of any Specifications and the identifications or any Drawings shall not control Contractor in dividing the Work among Subcontractors or suppliers or delineating work to be performed by any specific trade. The divisions of the Specifications are complementary, and anything mentioned or shown in a division of the Specifications or in a specific trade drawing shall be of like effect as if shown in all divisions of the Specifications and in all Drawings.

Contractor is prohibited from performing any of the Work with a Subcontractor who is ineligible to perform such Work pursuant to Section 1777.1 or 1777.7 of the Labor Code. Contractor agrees that in accordance with Public Contract Code Section 6109, a subcontract with an ineligible Subcontractor is void as a matter of law, amounts paid to the Subcontractor shall be returned to Owner, and Contractor is responsible for paying wages of the Subcontractor's employees if the Subcontractor is allowed to perform any part of the Work.

Contractor shall not award work to Subcontractors in excess of 50% percent of the Contract amount without prior written approval of Owner. Except as provided by law, Contractor shall not employ any Subcontractor, supplier, or other person or organization (including but not limited to those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom Owner may have reasonable objection.

Contractor shall give prompt written notice to Owner as to the identity and qualifications of any Subcontractor, supplier, or other person or organization to whom Contractor intends to award work, and of Contractor's intent to remove or replace a Subcontractor, supplier, or other person.

All Work performed for Contractor by a Subcontractor, supplier or other person or organization will be in accordance with an appropriate sub-agreement between Contractor and the Subcontractor, supplier, or other person or organization which specifically binds the Subcontractor, supplier, or other person or organization to the applicable terms and conditions of the Contract Documents for the benefit of Owner.

If requested in writing by Owner, Contractor shall deliver to Owner a copy of each sub-agreement with a Subcontractor, supplier, or other person or organization performing a part of the Work within seven days of Owner's request.

6-2 ASSIGNMENT

The performance of the Contract shall not be assigned, except upon the written consent of the Owner. Consent will not be given to any proposed assignment which would relieve the original Contractor or his surety of their responsibilities under the Contract, nor will the Owner consent to any assignment of a part of the Work under the Contract.

Upon obtaining a prior written consent of the Owner, the Contractor may assign monies due or to become due him under the Contract, to the extent permitted by law, but any assignment of monies shall be subject to all proper setoffs in favor of the Owner and to all deductions provided for in the Contract, and particularly all money withheld, whether assigned or not, shall be subject to being used by the Owner for the completion of the Work in the event that the Contractor should be in default therein.

No assignment of this Contract will be approved unless it shall contain a provision that the funds to be paid to the assignee under the assignment are subject to a prior lien for services rendered or materials supplied for performance of the Work called for under the Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials and that the Owner may withhold funds due until all Work required by the Contract Documents is completed to the Owner's satisfaction.

6-6 USE OF COMPLETED PORTIONS

When the Work or any portion of it is sufficiently complete to be utilized or placed into service, the Owner shall have the right upon written notification to the Contractor to utilize such portions of the Work and to place the operable portions into service and to operate same.

Upon said notice and commencement of utilization or operation by the Owner, the Contractor shall be relieved of the duty of maintaining the portions so utilized or placed into operation; provided, however, that nothing in this Section shall be construed as relieving the Contractor of the full responsibility for completing the Work in its entirety, for making good defective Work and materials, for protecting the Work from damage, and for being responsible for damage, and for the Work as set forth in the General Provisions and other Contract Documents nor shall such action by the Owner be deemed completion and Acceptance, and such action shall not relieve the Contractor, its sureties, or insurers of the provisions of the Sections on CONTRACTOR'S INSURANCE, INDEMNITY, and GUARANTEES.

7-1 OBSERVING LAWS AND ORDINANCES

The Contractor shall keep himself fully informed of all existing and future laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work or the materials used in the Work or which in any way affect the conduct of the Work and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency is discovered in the Plans, Specifications, or Contract for the Work in relation to any such law, ordinance, regulation, order, or decree, he shall forthwith report the same to the Owner's Representative in writing and cease operations on that part of the Work until the Owner's Representative has given him appropriate instructions as provided for in the Section on ERRORS OR DISCREPANCIES NOTED BY CONTRACTOR.

The Contractor shall at all times observe and comply with and shall cause all his agents, employees, Subcontractors, and suppliers to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees, and shall hold harmless, indemnify, and defend the Owner, the Engineer/Architect, the Owner's Representative, and their consultants, and each of their directors, officers, employees, and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, by the Contractor, his employees, agents, Subcontractors, or suppliers.

7-2 PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Work.

7-3 INVENTIONS, PATENTS, AND COPYRIGHTS

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product, or device which is the subject of patent rights or copyrights.

The Contractor shall hold harmless, indemnify, and defend the Owner, the Engineer/Architect, the Owner's Representative, and their consultants, and each of their directors, officers, employees, and agents from and against all claims, damages, losses, expenses, and other costs, including costs of defense attorneys' fees, arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, materials, equipment, product or device, and shall defend all such claims in connection with any alleged infringement of such right.

7-4 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to the public, and he shall have under construction no greater length or amount of Work that he can prosecute properly with due regard to the rights of the public. Convenient access to driveways, houses and buildings along the line of Work shall be maintained and temporary crossings shall be provided and maintained in good condition. Not more than one crossing or intersecting street or road shall be closed at any one time.

The Contractor shall provide and maintain such fences, barriers, directional signs, lights and flagmen as are necessary to give adequate warning to the public at all times of any dangerous conditions to be encountered as a result of the construction Work and to give directions to the public.

7-5 RESPONSIBILITY FOR LOSS, DAMAGE, OR INJURIES

The Contractor shall be responsible for all claims demands, or liability from any cause arising out of or resulting from or in connection with the performance of the Work, excepting only those as may be caused solely and exclusively by the fault or negligence of the Owner, Engineer/Architect, the Owner's Representative, or their consultants, or their directors, officers, employees, and agents. Such responsibility shall extend to claims, demands, or liability for loss, damage, or injuries occurring after completion of the Work as well as during the progress of the Work.

7-6 CONTRACTOR'S RESPONSIBILITY FOR THE WORK

Until the Acceptance of the Work, the Contractor shall have the responsible charge and care of the Work and of the materials to be used therein (including materials for which he has received partial payment or materials which have been furnished by the Owner) and shall bear the risk of injury, loss, or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work.

The Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the Work or materials occasioned by any cause before its completion and Acceptance and shall bear

the expense thereof. Where necessary to protect the Work or materials from damage, the Contractor shall at his expense provide suitable drainage and erect such temporary structures as are necessary to protect the Work or materials from damage. The suspension of the Work or the granting of any extension of time from any cause whatever shall not relieve the Contractor of his responsibility for the Work and materials as herein specified.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, is authorized to act at his discretion to prevent such threatened loss or injury.

Notwithstanding the foregoing provisions of this Section, the Contractor shall not be responsible for the cost of repairing and restoring damage to the Work, which damage is determined to have been proximately caused by an Act of God, in excess of 5% of the contracted amount, provided that the Work damaged is built in accordance with accepted and applicable building standards and the Plans and Specifications. For the purposes of this paragraph, "Acts of God" shall include only the following occurrences or conditions and effect: earthquakes in excess of a magnitude of 3.5 on the Richter Scale and tidal waves.

7-7 PRESERVATION OF PROPERTY

The Contractor shall exercise due care to avoid injury to existing improvement or facilities, Utility facilities, adjacent property, and trees and shrubbery that are not to be removed.

All trees, shrubbery, and landscaping that are not to be removed, and pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, pipelines under or above ground, sewer and waterlines, all highway or street facilities, and any other improvements or facilities within or adjacent to the Work shall be protected from injury or damage, and the Contractor shall provide and install suitable safeguards to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operation, they shall be replaced or restored at the Contractor's expense to a condition as good as when the Contractor entered upon the Work or as good as required by the Plans and Specifications if any such objects are a part of the Work being performed.

The fact that any such pipe or other underground facility is not shown on the Plans shall not relieve the Contractor of his responsibility under this Section.

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

In any emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, is authorized to act at his discretion to prevent such threatened loss or injury.

7-8 EXCAVATION AND/OR DIGGING TRENCHES

As required by Labor Code Section 6705, if the total amount of the Contract is in excess of \$25,000, the Contractor shall submit to the Owner for Acceptance, 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 5 feet or more in depth. The plan shall be prepared by a registered civil or structural Engineer. As a part of the plan, a note shall be included stating that the registered civil or structural Engineer certifies that the plan complies with the CAL-OSHA Construction Safety Orders, or that the registered civil or structural Engineer certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of the Safety Orders.

The Owner or the Engineer/ Architect or their consultants may have made investigations of the subsurface conditions in areas where the Work is to be performed. If so, these investigations are identified in the Special Provisions and the records of such investigations are available for inspection at the office of the Engineer/Architect. The detailed plan showing the design of shoring, etc., which the Contractor is required to submit to the Owner for Acceptance in advance of excavation will not be accepted by the Owner if the plan is based on subsurface conditions which are more favorable than those revealed by the investigations made by the Owner or the Engineer/Architect or their consultants; nor will the plan be accepted if it is based on soils related design criteria which is less restrictive than the criteria set forth in the report on the aforesaid investigations of subsurface conditions.

The detailed plan showing the design of shoring, etc., shall include surcharge loads for nearby embankments and structures, for spoil banks, and for construction equipment and other construction loadings. The plan shall indicate for all trench conditions the minimum horizontal distances from the side of the trench at its top to the near side of the surcharge loads.

Nothing contained in this Section shall be construed as relieving the Contractor of the full responsibility for providing shoring, bracing, sloping, or other provisions which are adequate for worker protection.

As required by Public Contracts Code Section 7104, in any Contract which involves digging trenches or other excavations that extend deeper than four feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the Owner, in writing, of any:

- (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.

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

In the event that a dispute arises between the Owner and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by the Contract or by law which pertain to the resolution of disputes and protests between the parties.

7-9 SAFETY

In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the Work, and the Contractor shall fully comply with all state, federal and other laws, rules, regulations, and orders relating to safety of the public and workers.

The right of the Engineer/Architect or the Owner's Representative to conduct construction review or observation of the Contractor's performance will not include review or observation of the adequacy of the Contractor's safety measure in, on, or near the construction site.

7-10 PERSONAL LIABILITY

No director, officer, employee, or agent of the Owner, the Engineer/Architect, the Owner's Representative, or their consultants shall be personally responsible for any liability arising under or by virtue of the Contract.

7-12 HOURS OF LABOR

The Contractor shall forfeit as a penalty to the Owner \$25.00 for each worker employed in the execution of the Contract by the Contractor or any Subcontractor under him for each calendar day during which such worker is required or permitted to Work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code and, in particular, Section 1810 to Section 1815 thereof, inclusive, except that Work performed by employees of Contractor in excess of 8 hours per day and 40 hours during any one week shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay as provided in said Section 1815.

All work necessary to be performed after regular working hours, on Saturdays and Sundays, or holidays, shall be performed without additional expense to the Owner.

The Owner will provide inspection during normal working hours, as established in the Special Provisions, Monday through Friday. Inspection before or after this time will be charged to the Contractor as reimbursable inspection time. Inspections on weekends requires two days' notice for review and approval.

7-13 PREVAILING WAGE

A. The Contractor shall comply with Labor Code Section 1775. In accordance with said Section 1775,

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the Contractor shall forfeit as a penalty to the Owner \$200.00 for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such Work or craft in which such worker is employed for any Work done under the Contract by him or by any Subcontractor under him in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates 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.

- B. For all contracts for which bids are opened on or after March 1, 2015, or contracts are awarded on or after April 1, 2015, the Contractor and any subcontractor shall be registered with the Department of Industrial Relations and qualified to perform work pursuant to Sections 1725.5 and 1771.1 of the California Labor Code. Pursuant to Sections 1725.5 and 1771.1, as applicable, the Contractor shall be responsible for providing proof of current registration for both the Contractor and any subcontractor prior to performing any work. Notwithstanding anything to the contrary, if at any time during the performance of the Work, the Contractor or any of its subcontractors, which is otherwise required by law to be registered with DIR, is not duly registered pursuant to Labor Code Section 1725.5 (including, without limitation, if the DIR revokes the registration), the DISTRICT may cancel the Contract and/or replace the Contractor or subcontractor with a contractor or subcontractor that is duly registered pursuant to Labor Code Section 1725.5.
- C. The Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- D. The Contractor and all subcontractors shall be responsible for posting appropriate job site notices, pursuant to the requirements set forth in the Labor Code and related regulations. Furthermore, the Contractor and all subcontractors shall be responsible for furnishing the records specified in Section 1776 of the Labor Code directly to the Labor Commissioner, pursuant to the procedures set forth in Section 1771.4 of the Labor Code.

7-14 TRAVEL AND SUBSISTENCE PAYMENTS

Each worker needed to execute the Work must be paid travel and subsistence payments as defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

7-15 APPRENTICES

Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor under him.

The Contractor and any Subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San

Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

Willful violations of Section 1777.5 will result in a forfeiture of up to \$100 for each calendar day of non-compliance (or up to \$300 per day if prior violation(s)) which shall be withheld from progress payments by Owner upon notice from the Department of Industrial Relations. (Labor Code Section 1777.7)

7-16 WARRANTY OF TITLE

No materials, supplies, or equipment for the Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale Contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants clear and good title to all materials, supplies, and equipment installed and incorporated in the Work and agrees upon completion of all Work to deliver the premises together with all improvements and appurtenances constructed or placed thereon by him to the Owner free from any claims, liens, encumbrances, or charges and further agrees that neither he nor any person, firm, or corporation furnishing any material or labor for any Work covered by the Contract shall have any right to a lien upon the premises or any improvement or appurtenance thereon, provided that this shall not preclude the Contractor from installing metering devices or other equipment of Utility companies or of municipalities, the title of which commonly retained by the Utility company or the municipality. Nothing contained in this Section, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection, or any right under any law permitting such persons to look to funds due the Contractor in the hands of the Owner. The provisions of this Section shall be inserted in all subcontracts and material contracts, and notices of its provision shall be given to all persons furnishing materials for the Work when no formal Contract is entered into for such materials.

7-17 PROPERTY RIGHTS IN MATERIALS

Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the Work or the soil, or after payment has been made for materials delivered to the site of the Work, or stored subject to or under the control of the Owner.

All such materials shall become the property of the Owner upon being so attached or affixed or upon payment for materials delivered to the site of the Work or stored subject to or under the control of the Owner.

Soil, stone, gravel, and other materials found at the site of the Work and which conform to the Plans and Specifications for incorporation into the Work may be used in the Work. No other use shall be made of such materials except as may be otherwise described in the Plans and Specifications.

All excess excavated soil, stone, gravel, and other materials from the site of the Work shall become the property of the Contractor upon removal of such materials from the site of the Work.

7-18 MUTUAL RESPONSIBILITY OF CONTRACTORS

Nothing in the Contract shall be interpreted as granting to the Contractor exclusive occupancy of the site

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of the project. The Contractor must ascertain to his own satisfaction the scope of the project and the nature of any other Contracts that have been or may be awarded by the Owner in the construction of the project, to the end that the Contractor may perform this Contract in the light of such other Contracts, if any.

The Contractor shall not cause any unnecessary hindrance or delay to any other Contractor working on the project. If the performance of any Contract for the project is likely to be interfered with by the simultaneous performance of some other Contract or Contracts, the Owner's Representative shall decide which Contractor shall cease Work temporarily and which Contractor shall continue or whether the Work under the Contracts can be coordinated so that the Contractors may proceed simultaneously. On all questions concerning conflicting interest of Contractors performing related Work, the decision of the Owner's Representative shall be binding upon all Contractors concerned and the Owner, the Engineer/Architect, the Owner's Representative, and their consultants shall not be responsible for any damages suffered or extra costs incurred by the Contractor resulting directly or indirectly from the award or performance of attempted performance of any other Contract or Contracts on the project or caused by a decision or omission of the Owner's Representative respecting the order of precedence in the performance of the Contracts.

If through acts of neglect on the part of the Contractor, any other contractor or any Subcontractor shall suffer loss of damage on the Work, the Contractor agrees to settle with such other contractor or Subcontractor by agreement or arbitration, if such other contractor or Subcontractor will so settle. If such other contractor or Subcontractor shall assert any claim against the Owner, the Engineer/Architect, the Owner's Representative, or their consultants, on account of any damage alleged to have been so sustained, the Owner shall notify Contractor who shall hold harmless, indemnify, and defend the Owner, the Engineer/Architect, the Owner's Representative, and their consultants and each of their directors, officers, employees, and agents against any such claim, including all attorneys' fees and any other costs incurred by the indemnified parties relative to any such claim.

7-23 LANDS AND RIGHTS-OF-WAY

The lands and rights-of-way for the facility to be constructed will be provided by the Owner. The Contractor shall make his own arrangements and pay all expenses for additional area required by him outside the limits of the Owner's lands and rights-of-way.

Work in public right-of-way shall be done in accordance with the requirements of the permit issued by the public agency in whose right-of-way the Work is located in addition to conforming to the Plans and specifications. If a permit is not required, the Work shall conform to the standards of the public agency involved in addition to conforming to the Plans and Specifications.

7-24 WAIVER OF RIGHTS

Except as otherwise specifically provided in the Contract Documents, no action or failure to act by the Owner, Engineer/Architect, Owner's Representative, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract Documents, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder.

7-25 TAXES

The Contractor shall pay all sales, consumer, use, and other taxes.

NOTICE OF TAXABLE POSSESSORY INTEREST - The terms of this document may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to this document, the private party may be subjected to the payment of personal property taxes levied on such interest.

7-26 ASSIGNMENT OF ANTI-TRUST ACTIONS

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

In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder.

7-27 PAYROLL RECORDS

It shall be the responsibility of the Contractor to maintain an accurate payroll record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each employee in accordance with Labor Code Section 1776, and to ensure that each Subcontractor also complies with all provisions of Labor Code Section 1776 and this Contract.

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

The Contractor shall ensure that all payroll records are available for inspection at the Contractor's principal office during normal business hours and shall notify the Owner, in writing, of the place where all payroll records are located from time to time.

The Contractor shall furnish a copy of all payroll records, upon request, to employees or their authorized agents, to the Owner, to the Division of Labor Standards Enforcement, and to the Division of Apprenticeship Standards of the Department of Industrial Relations. The Contractor shall also furnish a copy of payroll records to the general public upon request provided the public request is made through

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the Owner, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement of the Department of Industrial Relations. In no event shall members of the general public be given access to payroll records at the Contractor's principal office.

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

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

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

9-6 RESOLUTION OF CONSTRUCTION CLAIMS

This Section is intended as a summary of the provisions of Section 1.5 (commencing with Section 20104) of Chapter 1 of Part 3 of Division 2 of the Public Contract Code ("Claims Resolution Statute") and is subject to the actual provisions of the Claims Resolution Statute. This Section shall govern the resolution of any claim of \$375,000 or less which may be made by the Contractor hereunder.

As used in this Section, "claim" is defined as a separate demand by the Contractor for (a) a time extension, (b) payment of money or damages arising from the Work, payment for which is not otherwise expressly provided for or Contractor is not otherwise entitled to, or (c) an amount, the payment of which is disputed by the Owner.

The Contractor shall make all claims in writing and include the documents necessary to substantiate the claims. Any claim by the Contractor which is intended to invoke the procedures under the Claims Resolution Statute shall specify that the claim is being made pursuant to the Claims Resolution Statute. All claims by the Contractor must be filed on or before the date of final payment; provided, however, nothing in this Section is intended to extend the time limits or supersede notice requirements which may otherwise be provided within the Contract Documents for the filing of claims by the Contractor including, but not limited to, those provided in Section 6-4 (Time for Completion and Forfeiture Due to Delay), Section 6-5 (Extension of Time) and Section 4-2 (Changes in the Work).

Claims Less Than \$50,000.

The Owner shall respond in writing within 45 Days of receipt of the claim, or the Owner 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 Owner may have against the Contractor. If additional information is thereafter required, it shall be requested and provided upon mutual agreement of the Owner and the Contractor. If the Owner requests additional documentation, the Owner's written response to the claim shall be submitted to the Contractor within 15 Days after receipt of the additional documentation, or

within the same time period as used by the Contractor in producing the additional documentation, whichever is greater.

Claims Over \$50,000 But Less Than \$375,000.

The Owner shall respond in writing within 60 Days of receipt of the claim, or 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 Owner may have against the Contractor. If additional information is thereafter required, it shall be requested and provided upon mutual agreement of the Owner and the Contractor. If the Owner requests additional documentation, the Owner's written response to the claim shall be submitted to the Contractor within 30 Days after receipt of the additional documentation, or within the same time period as used by the Contractor in producing the additional information, whichever is greater.

Procedure Following Owner's Response

If the Contractor disputes the Owner's written response, or the Owner fails to respond within the time prescribed, the Contractor may, by giving written notice to the Owner within 15 Days of receipt of the Owner's response (or within 15 Days of the Owner's failure to respond), demand an informal conference to meet and confer for settlement of the issues in dispute. Upon such demand, the Owner shall schedule a meet and confer conference within 30 Days.

If after the meet and confer conference, any portion of the claim remains in dispute, the Contractor may file a claim pursuant to Government Code Section 900 et seq. If a court action is thereafter filed to resolve the claim, the court must, within the time specified by law, submit the matter to nonbinding mediation unless waived by mutual stipulation of the Owner and the Contractor. If after the mediation process, the matter remains in dispute, the case must then be submitted to judicial arbitration pursuant to the applicable law.

Exhibit B

Work Order Form

[To be executed by OWNER and CONTRACTOR prior to commencement of work; again by OWNER for formal acceptance of completed work]

This Work Order is executed pursuant to the "AGREEMENT FOR ON-CALL CONSTRUCTION SUPPORT SERVICES BETWEEN MOULTON NIGUEL WATER DISTRICT AND T.E. ROBERTS (Contract No. OM19-20.089d) dated _____, 20__ ("Agreement"). The Agreement terms are fully incorporated in this Work Order. Terms used in this Work Order have the same meanings given in the Agreement.

I. PRIOR TO COMMENCEMENT OF WORK

Work Order No.: _____

Work Description: _____

Work Location: (address/intersection, City) _____

Estimated Work Cost: (attach quote/proposal) \$ _____

Estimated Time for Completion: _____

Notice to Proceed Given: [Date] _____ [By] _____

ACKNOWLEDGED AND AGREED:

OWNER'S REPRESENTATIVE:

CONTRACTOR'S REPRESENTATIVE:

Sign: _____
Director, Officer, AGM, or GM

Sign: _____

Print Name: _____

Print Name: _____

II. OWNER'S ACCEPTANCE OF COMPLETED WORK

Actual Work Cost: (attach backup information as required) \$ _____

OWNER accepts all work completed under this Work Order on the date below, subject to all terms of the Agreement.

OWNER'S REPRESENTATIVE:

Sign: _____

Date: _____

If Actual Work Cost is less than or equal to Estimated Work Cost, Project Manager signs.

If Actual exceeds Estimated by more than 10%, Director, Officer, AGM, or GM must sign.

Exhibit C
Rate Schedule

Item No.	Description	Unit Price	Unit
1.	Furnish and install Fire Hydrant Assembly with 25-foot long run in accordance with District Standard Drawing W-7. Assume that installation is within residential area; traffic control per WATCH Manual, but traffic control plans are not required.	<u>16,150.-</u>	Each
2.	Perform repair to existing 12-inch ductile iron pipeline within collector street (traffic control per WATCH Manual, but traffic control plans not required). Assume repair consists of installing 10-feet of Class 150 C-900 PVC, plus 2 flexible couplings Romac "MACRO" extended range couplings, wrapped and greased with Type 316 stainless steel hardware (no substitutes).	<u>12,600.-</u>	Each
3.	Perform removal and replacement to existing 8" gate valve within residential street (traffic control per WATCH Manual, but traffic control plans not required). Assume repair consists of removing and replacing an 8" gate valve, plus 2 flexible couplings (no substitutes), wrapped and greased with type 316 stainless steel hardware.	<u>10,140.-</u>	Each

Note: It is intended that the unit prices submitted for the items above are comprehensive for the work contemplated. Include the following activities as a minimum:

- Procurement of required permit
- Trench protection
- Trenching, bedding, compaction, backfill, pavement removal
- Temporary paving (i.e. cold A.C. patch) prior to final paving.
- Complete removal and clean-up of jobsite, including removal of USA markings by pressure washing
- Restoration of existing facilities disturbed or damaged during construction
- Legal disposal of all excavated materials including dirt, paving, piping, valves, concrete, and related facilities.

4.	Final 2-inch grind and cap for area less than 100 square feet.	<u>51.-</u>	Per Square Foot
5.	Removal and replacement of 10-foot sidewalk panel.	<u>2,500.-</u>	Each

Must include labor and equipment rates (billing rates) as part of this fee proposal - attached

Signature of Proposer 

Company Name T.E. Roberts, Inc.

Date 6-2-2020

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T. E. Roberts, Inc.
306 W. Katella Avenue, Unit B, Orange, CA 92867
T. (714) 669-0072 F. (714) 200-0241

MNWD On-Call Rates per Hour

Rates effective 7-1-20 through 6-30-21 for work Mon/Fri 7am to 3:30 pm

LABOR	Straight Time Per Hour
Superintendent	145.00
Foreman	119.50
Pipe Layer	87.00
Laborer	82.50
Truck Driver	91.50
Equipment Operator	115.00
Welder	87.00

EQUIPMENT	Per Hour
Service Truck (1.5 tons)	\$40.00
Traffic Message board	\$15.00
Backhoe (Case 580 or equal)	\$45.00
Excavator (Cat 235 tractor mounted or equal)	\$109.00
Loader (Cat 930 or equal)	\$52.00
Dump Truck up to 10 cu. Yards	\$41.00
Boom truck, 10 ton and 30 ft. reach	\$69.00
Hydro Stomper	\$35.00
Air Compressor 185 cfm or larger	\$17.50
Traffic rated steel plate 6ft X 10ft	\$7.00
Generator up to 10 KW	\$17.50
2" centrifugal pump	\$11.50
4" centrifugal pump	\$17.50
3" mud pump	\$17.50
Trench shield 4ft X 12ft X8.5ft.	\$35.00
Welding truck 200 amps or larger	\$42.00
Water truck 2,000 gal	\$30.00
Confined Space Entry Equipment	\$35.00
Shoring 3ft X 6ft EA. (Hydraulic)	\$9.50
Barricades	\$1.25
Delineators	\$0.30
Traffic Cones (24" min.)	\$0.30
Vactor Truck	\$281.00

Exhibit D
PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Moulton Niguel Water District (hereinafter referred to as "District") has awarded to T.E. Roberts, Inc., (hereinafter referred to as the "Contractor") an agreement for on-call construction support services (OM19-20.089d) (hereinafter referred to as the "Project").

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

WHEREAS, Principal is required to furnish a bond in connection with the contract described above; providing that if 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 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 District in the penal sum of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) 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 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 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 District 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,

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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 District and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract 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 Contract, including but not limited to the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____ 20____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Corporate Seal of Principal,
if corporation)

Principal (Property Name of Contractor)

By _____
(Signature of Contractor)

(Seal of Surety)

Surety

By _____
Attorney in Fact

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

Exhibit E

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Moulton Niguel Water District (hereinafter referred to as "District") has awarded to T.E. Roberts, Inc., (hereinafter referred to as the "Contractor") an agreement for on-call construction support services (OM19-20.089d) (hereinafter referred to as the "Project").

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

WHEREAS, the Contractor is required by the Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of 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 District in the sum of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000), the sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the District, its officers and agents, as stipulated in the 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 Project, unless otherwise provided for in the Contract Documents, the guarantee obligation shall hold good for a period of one (1) year after the acceptance of the work by District, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District 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 District'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.

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As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by the District in enforcing such obligation.

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

1. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
2. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the District, 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 District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.
3. Permit the District 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 District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the District 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 District, when declaring the Contractor in default, notifies Surety of the District'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 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 Contract, including but not limited to 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

Name

By _____

SURETY:

By: _____
Attorney-In-Fact

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.)

THE FOLLOWING INFORMATION IS MANDATORY

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

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

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

**ON-CALL CONSTRUCTION SUPPORT SERVICES AGREEMENT
BETWEEN
MOULTON NIGUEL WATER DISTRICT AND
SHOFFEITT PIPELINE, INC.
CONTRACT NO. OM19-20.089c**

This Agreement (the “Agreement”) is made and entered into on _____ (“Effective Date”) by and between the Moulton Niguel Water District (“District”) and Shoffeitt Pipeline, Inc. (“Contractor”). District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. District requires individual construction projects to be performed in certain areas throughout the District on an as-needed basis. This Agreement, as well as each Work Order issued pursuant to Section 1, establishes the terms and procedures that will apply to this Work.

B. The objective of this Agreement is for District to authorize Contractor to provide construction support Work on an on-call or emergency basis related to service, repair and construction of DISTRICT facilities.

NOW, THEREFORE, District and Contractor for the consideration stated herein agree as follows:

1. SCOPE OF SERVICES; PRICE; PERFORMANCE STANDARDS

1.1 Contractor shall perform construction support and emergency services (the “Work”) in accordance with the general standards set forth in attached Exhibit A (“Scope of Work and General Provisions) and the other terms of this Agreement from time to time as directed by District.

1.2 As the need for Work arises, as determined by District, District’s representative shall issue Contractor a written work order (“Work Order”) as set forth in Exhibit B. In response to District’s request, Contractor shall deliver a written cost quote indicating: (a) Contractor’s availability to perform the Work; (b) the not-to-exceed price to perform the Work requested in accordance with the Rate Schedule shown in Exhibit C hereto and incorporated herein by this reference; and (c) the estimated time for performance of the Work. A Notice to Proceed (“NTP”) will be issued by District to Contractor following the acceptance of the Work.

1.3. In some cases, circumstances may not allow time to perform the Work Order process described above. In such cases, a District representative will contact Contractor and request that Contractor perform construction Work on a time and materials basis in accordance with the Rate Schedule and the terms and conditions of this Agreement.

1.4. Contractor’s Rate Schedule shall include all labor, supervision, materials, equipment, supplies, tools, incidentals, taxes, profit, overhead, bonding, traffic control, and insurance necessary to mobilize, complete the Work, demobilize and provide cleanup and restoration of construction and work sites.

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1.5. Contractor acknowledges and agrees that District does not guarantee any minimum or maximum amount of Work, and District may use other contractors for the Work, in its sole discretion. This Agreement, including all attached Exhibits, as well as the terms and conditions of any municipal permits or licenses issued or applicable in connection with the Work, if any, form the Agreement between the Parties. Contractor shall provide all labor, materials, tools, equipment, supplies, utilities and transportation services required to perform the Work, subject to compliance with the Agreement requirements, and complete all Work in a thorough, professional and workmanlike manner, and in accordance with generally accepted industry standards, and to the satisfaction of District.

1.6. The Work shall be done in accordance with the Scope of Work and General Provisions, the Work Order issued for each individual repair project during the term of this Agreement, and the permitting or other requirements of any governmental entity within whose jurisdiction the Work is performed, which are by this reference incorporated into this Agreement. It shall be the Contractor's responsibility to ascertain and keep informed of all such existing and future requirements of other governmental entities concerning the Work performed under this Agreement, including acquisition of necessary permits and licenses by municipalities related to repair work in public right of way and payment of the fees or costs thereof.

1.7 Contractor shall provide a list of any subcontractors to District prior to commencement of Work. Any subcontractor must meet the approval of District. Costs for subcontracted work shall be paid as invoiced by subcontractor plus five percent (5%) markup for administrative costs.

1.8 The Work shall be completed in accordance with all local, state and federal rules, regulations and codes applicable to health and safety. Contractor shall be solely and completely responsible for conditions of the Work sites, including safety of all persons and property during performance of the Work. Contractor's operations for the Work shall be conducted so as to provide maximum safety to Contractor's employees, District's representatives, and in compliance with all safety laws, rules and regulations of the State, federal, and local agencies. It is Contractor's responsibility to have a current safety program on file with District prior to commencement of any work under this Agreement.

1.9 Contractor shall conduct its operations so as to offer the least possible obstruction and inconvenience to the public, and shall have under construction no greater length or amount of work that it can prosecute properly with due regard to the rights of the public. Convenient access to driveways, houses and buildings along the line of work shall be maintained and temporary crossings shall be provided and maintained in good condition. Not more than one crossing or intersecting street or road shall be closed at any one time. Contractor shall provide and maintain such fences, barriers, directional signs, lights and flagmen as are necessary to give adequate warning to the public at all times of any dangerous conditions to be encountered as a result of the work and to give directions to the public. Contractor shall comply with all terms of any permits issued by public agencies for the work.

2. COMPENSATION

2.1 District agrees to compensate Contractor for Work performed in accordance with Exhibit C (“Rate Schedule”). Total compensation under the Agreement shall not exceed **One Million Two Hundred Fifty Thousand Dollars (\$1,250,000)** without prior written approval by District.

2.2 CONTRACTOR is required to prepare and submit a daily work log to DISTRICT’s representative on-site, unless otherwise waived in writing by the DISTRICT Representative. The daily work log shall be submitted each day and be signed off by both Parties. The daily work log will be used to verify CONTRACTOR’s invoices for a work order based on time and materials payment. At a minimum, the work log should list each employee, classification, and hours worked each day; the type of equipment used on-site each day, hours of operation; and a brief summary of Work performed.

2.3 Contractor shall submit itemized invoices with supporting documentation including but not limited to, daily logs described above, period of work, paid receipts and invoices to validate the charges for each invoice. District shall pay invoices within thirty (30) days of receipt. Payments shall be subject to review for compliance by District with the requirements of this Agreement.

2.4 District shall withhold from each payment an amount equal to five percent (5%) of such payment amount (“Retention”) as security for adequate performance for work exceeding five thousand dollars (\$5,000) in cost. Notwithstanding the foregoing, after the work is at least fifty percent (50%) complete, if District determines that the work is satisfactorily progressing, District, in its sole discretion, may pay some or all of the remaining payments in full to the Contractor.

2.5 Final Acceptance. Within thirty (30) calendar days of District’s “final acceptance” of Work under a Work Order, District will make final payment to Contractor of all invoices and Retention, provided District may withhold amounts as necessary to satisfy properly filed claims for labor or material; estimated actual costs for correcting defective Work; and amounts claimed by District as forfeiture due to delay or offsets. “Final acceptance” shall be defined as the formal action by District of accepting the work under a Work Order as being complete, including the filing of the *Notice of Completion*. No certificate given or payment made under the Agreement shall be conclusive evidence of performance of the Agreement and no payment shall be an acceptance of any defective work or improper materials.

3. TERM OF AGREEMENT AND TERMINATION

3.1 This Agreement shall commence on the Effective Date and continue for a period of **three (3) years**, unless earlier terminated as provided herein.

3.2 Either Party may terminate this Agreement by providing written notice to the other Party ten (10) business days in advance of the date of termination; provided. District may terminate the Agreement without any advance notice in the event Contractor is in material breach of any of the terms of this Agreement, as determined by District in its discretion. Any termination by Contractor shall not be effective as to any Work previously performed hereunder, or any Work being undertaken at the time of such termination by Contractor, and shall only apply prospectively. Contractor remains responsible for the completion of any Work still

outstanding under a work order in accordance with the terms of this Agreement and work order. Contractor's indemnity and warranty obligations as to any work order, as well as any outstanding obligations of Contractor at the time of any termination, shall survive the expiration or termination of this Agreement. On District's termination, Contractor will be entitled to the reasonable value of the Work performed for which it has not received prior compensation under a work order, subject to any offset from such payment representing District's damages from any material breach of the terms of this Agreement by Contractor or as otherwise provided for under Section 2. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to District.

4. PUBLIC WORKS AND PREVAILING WAGE

4.1 Contractor is aware of the requirements of California Labor Code Section 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 "public works" and "maintenance" projects. Since the Work is being performed as part of 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. A copy of these prevailing wage rates are on file with the Department of Industrial Relations and can be found online with the State of California at <http://www.dir.ca.gov/dlsr/pwd>. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Work available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

4.2 Contractor's attention is directed to the provisions in section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor. It shall be the responsibility of the Contractor to effectuate compliance on the part of itself and any subcontractors with the requirements for employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

4.3 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. 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 achieve compliance with this section. If Contractor or subcontractor does not comply after such ten (10)-day period, the Contractor shall, as a penalty to District, forfeit One Hundred

Dollars (\$100) for each day, or portion thereof, for each worker until strict compliance is effectuated.

4.4 This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (“DIR”). It shall be the Contractor’s sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Agreement 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 District. Contractor shall defend, indemnify and hold the District, 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.

4.5 In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the 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.

4.6 Contractor shall post, at appropriate conspicuous points on the work site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

4.7 Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its subcontractors must be registered with the DIR prior to the execution of a contract to perform public works. By entering into this Agreement, 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 Agreement. 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 Agreement is entered into and maintain registration for the duration of the Agreement. Contractor’s DIR Registration No. is 1000019604.

5. BONDS

5.1 Before commencing performance of the Work contracted for hereunder, Contractor shall furnish Payment and Performance bonds (the “Bonds”) as required by Section 9550 of the Civil Code, for 100% of the Agreement not-to-exceed amount, from a single surety licensed and admitted in the State of California and acceptable to the District in the District’s sole discretion. Contractor shall deliver all Bonds required hereunder to the District prior to the commencement of Work.

5.2 Should, in District’s sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from District. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the District, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the

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District. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the District, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the District. If Contractor fails to furnish any required bond, the District may terminate the Contract for cause.

5.3 District agrees to reimburse 100% of the total amount of the Bond premiums paid by the Contractos under this Agreement in consideration of Contractor maintaining availability for on-call Work during the term of this Agreement. No mark-up of Bond premium will be allowed. District will reimburse such premium amounts within thirty (30) days of District's receipt of invoice and following Contractor's posting of Bond.

5.4 Contractor shall use District's forms, which are attached hereto as Exhibit D ("Payment Bond"), and Exhibit E ("Performance Bond") for the Bonds.

6. INSURANCE

6.1 In addition to the requirements set forth herein, during the entire term of the Agreement, Contractor will pay for and maintain, in full force and effect, all insurance required by District. Contractor shall not commence Work under the Agreement until it has obtained all insurance required by the Agreement and shall be provided by Contractor with the Contractor's executed copy of this Agreement.

6.2 The general liability and business automobile insurance will be comprehensive in form, and extend through the term of this Agreement and on a 'per occurrence' basis. All policies will have a clause providing that thirty (30) calendar days written notice will be given to District prior to any cancellation of such policies. All insurance will be issued and underwritten by insurance companies having an AM Best rating of no less than "A- VII". *All policies shall name Moulton Niguel Water District, City of Aliso Viejo, City of Dana Point, City of Laguna Hills, City of Laguna Niguel, City of Mission Viejo, and each of their directors, elected officials, officers, employees and agents, and any other public entities issuing permits for entry in public right of way to perform the Work, and owners of record of all property on which entry will be made to perform the Work as additional insureds thereunder ("Additional Insureds").* All of the policies of insurance provided hereunder shall be primary insurance and not contribute with any other insurance maintained by the Additional Insureds, and the insurer shall waive all rights of subrogation and contribution it may have against the Additional Insureds; these requirements shall be set forth in endorsements to policies. In the event any of said policies of insurance are canceled, Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 10 to District.

6.3 Commercial general liability in a combined limit of not less than \$2,000,000 per occurrence, \$4,000,000 aggregate with such aggregate to apply separately to the Work. Commercial General Liability insurance coverage shall be equivalent to Insurance Services Office Form CG 00 01. Included in such insurance shall be contractual coverage sufficiently broad to insure the matters set forth in Section 12 of this Agreement, **as well as the subrogation, primary insurance/non-contribution and Additional Insureds terms and endorsements described under subsection (c) above.** This insurance shall name the Additional Insureds using ISO endorsement CG 20 10 11 85, or both CG 20 10 and CG 23 37 forms if later revisions are used.

6.4 Business automobile insurance with liability limits of not less than \$1,000,000 each accident. The policy shall include coverage for owned, non-owned, and hired vehicles, **and include the subrogation, primary insurance/non-contribution and Additional Insureds terms and endorsements.**

6.5 Worker's compensation insurance as required by State laws, and employer's liability insurance with limits not less than \$1,000,000 each accident and \$1,000,000 for disease per employs, **which must include a waiver of subrogation.**

6.6 Contractor shall furnish District with certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms approved by the District. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

6.7 All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the District, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the District in writing.

6.8 Contractor shall report to the District, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

6.9 Nothing in the insurance requirements set forth in this Agreement or under the bonding terms is to be construed as limiting the liability of Contractor or Contractor's insurers or sureties. Contractor agrees that the provisions of this Section 10 shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages or other costs to District, or any persons or property, resulting from Contractor's activities or the activities of any person or persons for which Contractor is otherwise responsible, including Contractor's subcontractors, if any.

7. INDEMNIFICATION

7.1 To the fullest extent permitted by law, Contractor shall hold harmless, indemnify, and defend, including the duty and cost to defend as provided by Section 2778 of the California Civil Code, District and its directors, officers, employees, engineers and representatives as well as all public agencies issuing permits in connection with the Work, and all property owners of the Work site ("indemnitees"), from liability, claims, damages, demands, actions, attorney's fees, costs and expenses arising out of the performance of the Work under this Agreement, or actual or alleged non-performance, or the furnishing of materials by Contractor or its subcontractors, including but not limited to, claims by the Contractor or Contractor's employees for damages to person or property, except for the sole negligence or willful misconduct or active negligence of the District, its directors, officers, engineers, employees and representatives.

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7.2 In furtherance of Contractor's obligations in this Section 5, Contractor shall defend itself and the indemnitees against any and all liabilities, claims, losses, damages, actions, attorney's fees, costs and expenses arising out of the performance of the Work, or actual or alleged non-performance, or the furnishing of materials by Contractor or its subcontractors, including but not limited to claims by the Contractor or Contractor's employees for damages to person or property.

7.3 This indemnity obligation shall survive the termination or expiration of the Agreement and the completion of any Work pursuant to any work order, or otherwise.

8. WARRANTY

8.1 Contractor fully warrants and guarantees, for a period of three hundred sixty-five (365) days from the date of "final acceptance" (as defined in section 2.4) of any work by District ("Warranty Period"), that: (1) all goods, materials, and equipment supplied are new, are of first class material and workmanship and are free from defects; and (2) that all work will be of good quality, performed to the standard of care customary in Contractor's trade or profession. Under this guarantee, Contractor shall repair and replace any and all work, together with any other work which may be displaced in so doing, that does not meet the terms above under (1) and (2) within the Warranty Period, without expense whatsoever to District and with ordinary wear and tear and unusual abuse or neglect excepted. Neither District inspection nor failure to inspect shall relieve Contractor of any obligation hereunder. If in District's opinion, any article, material or work fails to conform to specifications or is otherwise defective, Contractor shall promptly replace same at Contractor's expense. No acceptance or payment by District shall constitute a waiver of the foregoing, and nothing herein shall exclude or limit any manufacturers, suppliers or other express warranties, or warranties implied by law.

8.2 This section does not in any way limit the warranty on any items for which a longer warranty is specified or on any items for which Contractor or a manufacturer or supplier gives a warranty for a longer period. Contractor agrees to furnish District, and assign over to District as required, all appropriate warranty certificates upon completion of the work. No warranty whether provided for in this Section 6 or elsewhere shall in any way limit the liability of Contractor or its sureties or insurers under the indemnity or insurance provisions of the Agreement. This warranty obligation shall survive the termination or expiration of the Agreement as to all completed work.

9. RECORDS

9.1 Contractor shall preserve and retain any and all records of or related to the Work, including all records of or related to this Agreement and the Work and obligations contained herein, for a period of no less than four (4) years commencing upon final payment to Contractor under the Agreement or, if an examination, review or audit is commenced but not completed within such period, until such examination, review or audit has been completed.

9.2 Pursuant to Government Code Section 8546.7, the State has the right to examine, review, audit and/or copy such records during the three (3) year period following final work order and payment to Contractor pursuant to this Agreement. Contractor, upon request, shall

make the records of the Work available for the purposes described in this Section 7 at all reasonable times during the period Contractor is required to preserve and maintain such records.

10. CLAIMS

10.1 The claim terms set forth in this Agreement shall apply to those claims governed by Public Contract Code Section 20104 *et seq.* arising out of this Agreement.

10.2 In accordance with Public Contract Code Section 9201, District shall timely notify Contractor if District receives any third-party claim relating to the Work, or this Agreement. District shall be entitled to recover from Contractor District’s reasonable costs incurred in providing such notification.

10.3 In the event of any declaratory or other legal or equitable action instituted between District and Contractor in connection with this Agreement, the prevailing Party shall be entitled to recover from the losing Party all of its attorneys fees, and costs and expenses.

11. GENERAL TERMS

11.1 This Agreement, including all documents and exhibits and appendices attached hereto, or incorporated herein by reference, and the executed work orders represent the entire agreement between District and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral, including any previous agreements or contracts between the Parties to the extent the same are inconsistent with the terms hereof.

11.2 This Agreement shall not be considered modified, altered, changed, or amended in any respect unless documented in writing and signed by both Parties.

11.3 This Agreement shall be interpreted according to the laws of the State. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure 394.

11.4 All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

DISTRICT:

Moulton Niguel Water District
P.O. Box 30203
Laguna Niguel, CA 92607
Attn: Director of Engineering

CONTRACTOR:

Shoffeitt Pipeline, Inc.
15795 Rockfield Blvd, Suite G
Irvine, CA 92618
Attn: John Shoffeitt

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

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11.5 If any section of this Agreement as applied to either Party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or enforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

11.6 Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of District. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, District may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

11.7 No addition to or modification of any provision contained in the Agreement shall be effective unless fully set forth in a writing signed by both District and Contractor.

11.8 The failure of either Party to request performance in accordance with the terms of this Agreement shall not be deemed a waiver of the right to enforce the terms of this Agreement.

11.9 Contractor is an independent Contractor under this Agreement and not an employee of District. The personnel of Contractor are comprised of persons experienced in the work associated with the Services in all aspects.

11.10 All documents or other information developed or received by Contractor and related to the Work shall be delivered to District as the property of District.

11.12 Each Party represents and warrants this Agreement is valid and binding, is duly authorized by appropriate corporate or approving action, and that the person initialing this Agreement has the authority to bind such Party to this Agreement

11.13 This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be an original and both of which together shall constitute one instrument, with the same force and effect as though all signatures appeared on a single document.

Each person signing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the Party he or she represents to execute, and thereby bind such Party to, this Agreement. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be an original and both of which together shall constitute one instrument, with the same force and effect as though all signatures appeared on a single document.

-Signatures on following page-

MOULTON NIGUEL WATER DISTRICT:

SHOFFEITT PIPELINE, INC.:

By: _____

By: _____
(Authorized Representative of Contractor)

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

Exhibit A
Scope of Work and General Provisions

SCOPE OF WORK

I. The services of a CONTRACTOR are required, on an as-needed basis, for the timely construction, maintenance, repair, abandonment, and/or relocation of water distribution and sewer conveyance facilities. Typical work may include, but is not limited to the following:

1. Repair, relocate, replace, abandon, and install aboveground and underground water mains and pipelines, fire hydrants, large services (larger than 2"), small services (2" and below), line stops or insert valves, vaults, valves, meter vaults, and meter vault lids.
2. Repair, relocate, replace, abandon, and install aboveground and underground sewer pipelines; and any related facilities and equipment to the foregoing.
3. Locate and pothole utility substructures, underground conduits, and underground substructures related to the facilities and work above.
4. Replace and install concrete sidewalks, concrete driveway approaches, concrete curb and gutter, concrete spandrels and cross gutters, concrete pavement, and asphalt concrete pavement related to the facilities and work above.

Actual Services to be performed under the Agreement will be pursuant to individual Requests.

II. Materials shall be furnished by CONTRACTOR for completion of Work as specified in each Request. If not explicitly specified, shop drawings shall be submitted for approval prior to installation.

III. CONTRACTOR shall operate in and around active or energized pipelines and equipment and shall conduct itself in accordance with all applicable federal, state, and local laws and regulations. CONTRACTOR shall follow DISTRICT'S Standard Specifications in the testing and activation of new and existing water system components or facilities. Required system outages shall be scheduled with and approved by DISTRICT before the required date. The requirements for repairing, replacing, or installing water or sewer facilities to complete the Work shall be described in the individual Request.

IV. The services of a CONTRACTOR are required, on an as-needed basis, to provide emergency Services to repair and/or replace and inspect damages to the Water System. Typical Work will include, but not be limited to the following:

1. Inspect and evaluate damages and restore services to water distribution, production facilities; sewer conveyance facilities.
2. Repair and/or replace mains, pipelines, valves, fire hydrants, services, meters, line stops, vaults, sampling stations, conduits, and substructures.
3. Clean up environmental/hazardous spill and by-products of combustion and/or

- V. CONTRACTOR shall perform all work in accordance with the following:
1. District's General Provisions [attached]**:
 - a. Section 4, subdivisions 1, 3-6
 - b. Section 5, subdivisions 1, 4, 7-8, 10-14
 - c. Section 6, subdivisions 1-2, 6
 - d. Section 7, subdivisions 1-10,12-18, 23-27
 - e. Section 9, subdivision 6

 2. District's Standard Specifications for the Construction of Domestic Water, Sewer and Recycled Water Facilities, accessible via the District's website at: <http://www.mnwd.com/standards-specifications/>. Note: Contractors are advised that the District's water distribution system contains a significant amount of asbestos cement pipe. Contractors (or listed subcontractor) shall be properly certified for the removal and transport of asbestos cement pipe in accordance with Specification Section 15072.

For the typical anticipated work requests, refer to District's Standard Drawings W-6, W-7, W-8, W-11, and W-12 [attached].

 3. Requirements of City with authority over work site/permit terms

***** In the event any statutory sections cited or referred to in the General Provisions above are updated at the time a Request is issued, all such updates and terms shall be deemed controlling, and are incorporated prospectively by this reference.***

GENERAL PROVISIONS**4-1 WORK TO BE DONE**

The Work to be done consists of furnishing all transportation, labor, materials, tools, equipment, services, permits, utilities and all other items which are necessary or appurtenant to construct and complete the entire project and construct the project designated in the Contract Documents, and to leave the grounds in a neat and presentable condition.

4-3 OBSTRUCTIONS

The Contractor shall remove and dispose of all structures, debris, or other obstructions of any character necessary to accommodate the Work. Where such obstructions consist of improvements not required by law to be removed by the Owner thereof, all such improvements shall be removed, maintained, and permanently replaced by the Contractor at his expense except as otherwise specifically provided in the Contract Documents.

4-4 UTILITIES

The Engineer/Architect has endeavored to determine the existence of utilities at the site of the Work from the records of the Owners of known utilities in the vicinity of the Work. The positions of these utilities as derived from such records are shown on the Plans. The service connections to these utilities are not shown on the Plans.

The Contractor shall make his own investigations, including exploratory excavations, to determine the locations and type of existing service laterals or appurtenances when their presence can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the Work. If the Contractor discovers Utility facilities not identified in the Plans or Specifications or in a position different from that shown in the Plans and Specifications, he shall immediately notify in writing the Owner's Representative and the Owner of the Utility facility.

The Owner shall have the responsibility for the timely removal, relocation, protection, and temporary maintenance of existing main or trunkline Utility facilities which are not indicated in the Plans and Specifications with reasonable accuracy.

In case it would be necessary to remove, relocate, protect, or temporarily maintain a Utility because of interference with the Work, the Work on such Utility shall be performed and paid for as follows:

When it is necessary to remove, relocate, protect, or temporarily maintain an existing main or trunkline Utility facility not indicated in the Plans and Specifications with reasonable accuracy, the Owner will compensate the Contractor for the cost of locating, for the costs of repairing damage not due to the failure of the Contractor to exercise reasonable care, for the costs of removing, relocating, protecting, or temporarily maintaining such Utility facilities, and for the costs for equipment on the site necessarily idled during such Work. These costs, the Work to be done by the Contractor in locating, removing, relocating, protecting or temporarily maintaining such Utility facilities shall be covered by a written change order conforming to the provisions of Section 4-2,

CHANGES IN THE WORK, and Section 9-1, PAYMENT FOR CHANGES IN THE WORK. The Owner may make changes in the alignment and grade of the Work to obviate the necessity to remove, relocate, protect, or temporarily maintain such Utility facilities or to reduce the costs of the Work involved in removing, relocating, protecting or temporarily maintaining such Utility facilities. Changes in alignment and grade will be ordered in accordance with Section 4-2, CHANGES IN THE WORK. The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by a failure of the owner of the utility to provide for removal or relocation of such facility.

When it is necessary to remove, relocate, protect, or temporarily maintain a Utility (other than (1) existing main or trunkline Utility facilities not indicated in the Plans and Specifications with reasonable accuracy, or (2) existing service laterals or appurtenances when their presence cannot be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the Work) the cost of which is not required to be borne by the Owner thereof, the Contractor shall bear all expenses incidental to the Work on the Utility or damage thereto. The Work on the Utility shall be done in a manner satisfactory to the Owner thereof; it being understood that the Owner of the Utility has the option of doing such Work with his own forces, or permitting the Work to be done by the Contractor. No representations are made that the obligations to remove, relocate, protect, or temporarily maintain any Utility and to pay the cost thereof is or is not required to be borne by the Owner such Utility, and it shall be the responsibility of the Contractor to investigate to find out whether or not said cost is required to be borne by the Owner of the Utility.

The right is reserved to governmental agencies and to Owners of utilities to enter any time upon any street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the Work and for the purpose of maintaining and making repairs to their property.

4-5 PLANS AND SPECIFICATIONS FURNISHED BY THE OWNER

The Owner will furnish to the Contractor free of charge all copies of Plans and Specifications reasonably necessary for the execution of the Work. The Contractor shall keep one set of Plans and Specifications in good order available to the Owner's Representative at the site of the Work.

4-6 FINAL CLEANUP

Upon completion and before making application for Acceptance of the Work, the Contractor shall clean all rights-of-way, streets, borrow pits, and all other grounds occupied by him in connection with the Work of all rubbish, excess materials, temporary structures, and equipment, and all parts of the Work and grounds occupied by him shall be left in a neat and presentable condition.

5-1 AUTHORITY OF THE OWNER'S REPRESENTATIVE

The Owner's Representative shall decide any and all questions which may arise as to the interpretation of the Plans and Specifications and shall have authority to disapprove or reject materials and equipment furnished and Work performed which, in his opinion, is not in accordance with the Contract Documents.

5-4 MANUFACTURER'S INSTRUCTIONS

All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise specifically provided in the Contract Documents.

5-7 ERRORS OR DISCREPANCIES NOTED BY CONTRACTOR

It is the duty of the Contractor to promptly notify the Owner's Representative in writing of any design, materials, or specified method that the Contractor believes may prove defective or insufficient. If the Contractor believes that a defect of insufficiency exists in design, materials, or specified method and fails to promptly notify the Owner's Representative in writing of this belief, the Contractor waives any right to assert that defect or insufficiency in design materials, or specified method at any later date in any legal or equitable proceeding against the Owner, or in any subsequent arbitration or settlement conference between the Owner and the Contractor. The Owner's Representative, on receipt of any such notice, will promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, any Work done by the Contractor after he comes to the belief that a defect or insufficiency exists in design, materials, or specified method which is directly or indirectly affected by such alleged defect or insufficiency in design, materials, or specified method will be at his own risk and he shall bear all cost arising therefrom.

If the Contractor, either before commencing Work or in the course of the Work, finds any discrepancy between the Specifications and the Plans or between either of them and the physical conditions at the site of the Work or finds any error or omission in any of the Plans or in any survey, he shall promptly notify the Owner's Representative of such discrepancy, error, or omission. If the Contractor observes that any Plans or Specifications are at variance with any applicable law, ordinance, regulation, order or decree, he shall promptly notify the Owner's Representative in writing of such conflict. The Owner's Representative, on receipt of such notice, will promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, any Work done by the Contractor after his discovery of such error, discrepancy, or conflict which is directly or indirectly affected by such error, discrepancy, or conflict will be at his own risk and he shall bear all costs rising therefrom.

5-8 SUPERVISION AND SUPERINTENDENCE

The Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but the Contractor shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence, or procedure of construction which is indicated in and required by the Contract Documents except as otherwise provided in the Section 5-7 ERRORS OR DISCREPANCIES NOTED BY CONTRACTOR.

The Contractor shall be responsible to see that the completed Work complies with the Contract Documents.

The Contractor shall designate and keep on the Work site at all times during its progress a competent superintendent, who shall not be replaced without written notice to the Owner's Representative. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. During periods when the Work is suspended, the Contractor shall make appropriate arrangements for any emergency Work which may be required.

Whenever the superintendent is not present on any particular part of the Work where the Owner's Representative may desire to inform the Contractor relative to interpretation of the Plans and Specifications or to disapproval or rejection of materials or Work performed, the Owner's Representative may so inform the foreman or other worker in charge of the particular part of the Work in reference to which the information is given. Information so given shall be as binding as if given to the superintendent.

5-10 QUALITY AND SAFETY OF MATERIALS AND EQUIPMENT

All equipment, materials, and supplies to be incorporated in the Work shall be new, unless otherwise specified. All equipment, materials, and supplies shall be produced in a good and workmanlike manner. When the quality of a material, process, or article is not specifically set forth in the Plans and Specifications, the best available quality of the material, process, or article shall be provided.

Whenever any material, process, or article is indicated or specified by grade, patent or proprietary name, or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of the materials, process, or articles desired and shall be deemed to be followed by the words "or equal", and the Contractor may offer any material, process, or article which shall be substantially equal or better in every respect to that so indicated or specified; provided, however, that if the material, process or article ordered by the Contractor is not, in the opinion of the Owner's Representative, equal or better in every respect to that specified, then the Contractor must furnish the material, process, or article or one that in the opinion of the Owner's Representative is the substantial equal or better in every respect. In the event that the Contractor furnishes material, process, or article more expensive than that specified, the difference in cost of such material, process, or article so furnished shall be borne by the Contractor.

In accordance with Section 4380 of the Government Code, the Contractor shall submit data substantiating requests for substitution of "equal" items within 35 Days after award of the Contract. This 35-day period of time is included in the number of Days allowed for the completion of the Work.

All materials, equipment, and supplies provided shall, without additional charge to Owner, fully conform with all applicable state and federal safety laws, rules, regulations, and orders, and it shall be Contractor's responsibility to provide only such materials, equipment, and supplies notwithstanding any omissions in the Contract Documents therefor or that a particular material, equipment, or supply was specified.

5-11 STANDARDS, CODES, SAMPLES AND TESTS

Whenever reference is made to a standard, code, specification, or test and the designation representing the date or adoption or latest revision thereof is omitted, it shall mean the latest revision of such standard, code, specification, or test in effect on the day the Notice Inviting Sealed Proposals (Bids) is dated.

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The tests shall be made in accordance with commonly recognized procedures of technical organizations and such special procedures as may be prescribed elsewhere in the Plans and Specifications. The Contractor shall furnish without charge such samples for testing as may be required by the Owner's Representative. Tests and samples may be required at the source of materials as well as at the site of the Work.

5-12 OBSERVATION OF WORK BY OWNER'S REPRESENTATIVE

The Owner's Representative shall at all times have access to the Work during construction and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the Work.

Whenever the Contractor varies the normal period during which Work or any portion of it is carried on each day, he shall give timely notice to the Owner's Representative so that the Owner's Representative may, if he wishes, be present to observe the Work in progress. If the Contractor fails to give such timely notice, any Work done in the absence of the Owner's Representative will be subject to rejection.

The Contractor shall give timely notice to the Owner's Representative in advance of backfilling or otherwise covering any part of the Work so that the Owner's Representative may, if he wishes, observe such part of the Work before it is concealed.

The observation, if any, by the Owner's Representative of the Work shall not relieve the Contractor of any of his obligations to fulfill the Contract as prescribed. Defective Work shall be made good, and materials, and equipment furnished and Work performed which is not in accordance with the Contract Documents may be rejected notwithstanding the fact that such materials, equipment, and Work have been previously observed by the Owner's Representative or that payment therefor has been included in an estimate for payment.

5-13 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

Any Work which does not conform to the requirements of the Contract Documents shall be remedied or removed and replaced by the Contractor, together with any other Work which may be displaced in so doing, and no compensation will be allowed him for such removal, replacement, or remedial Work. All nonconforming materials shall be immediately removed from the site.

Any Work done beyond the lines and grades shown on the Plans or established by the Owner's Representative or any changes in, additions to, or deductions from the Work done without written authority will be considered as unauthorized and will not be paid for. Work so done may be ordered remedied, removed, or replaced by the Contractor.

Upon failure on the part of the Contractor to comply promptly with any order of the Owner's Representative made under the provisions of this Section, the Owner's Representative shall have authority to cause nonconforming materials, rejected Work, or unauthorized Work to be remedied, removed, or replaced at the Contractor's expense and to deduct the costs from any monies due or to become due the Contractor.

5-14 ONE YEAR GUARANTEE

Besides guarantees required elsewhere, the Contractor shall and hereby does guarantee the Work for a period of one year after the date of Acceptance of the Work by the Owner except for any portion of the Work that is utilized or placed into service by the Owner in accordance with the provisions of the Section on USE OF COMPLETED PORTIONS. The guarantee period for portions of the Work so utilized or placed into service shall be one year commencing on the date of the written notification to the Contractor described in the Section on USE OF COMPLETED PORTIONS. The Contractor shall repair or remove and replace

any and all such Work, together with any other Work which may be displaced in so doing, that is found to be defective in workmanship and/or materials within said one year periods, without expense whatsoever to the Owner, ordinary wear and tear and unusual abuse or neglect excepted. In the event of failure to comply with the above-mentioned conditions within one week after being notified in writing, the Owner is hereby authorized to proceed to have the defects remedied and made good at the expense of the Contractor who hereby agrees to pay the cost and charges therefor immediately on demand. Such action by the Owner will not relieve the Contractor of the guarantees required by this Section or elsewhere in the contract documents.

The performance bond and the payment bond shall continue in full force and effect for the guarantee period.

If, in the opinion of the Owner, defective Work creates a dangerous condition or requires immediate corrections or attention to prevent further loss to the Owner or to prevent interruption of operations of the Owner, the Owner will attempt to give the notice required by this Section. If the Contractor cannot be contacted or does not comply with the Owner's request for correction within a reasonable time as determined by the Owner, the Owner may, notwithstanding the provisions of this Section, proceed to make such correction or provide such attention; and the costs of such corrections or attention shall be charged against the Contractor. Such action by the Owner will not relieve the Contractor of the guarantees required by this Section or elsewhere in the Contract Documents.

This Section does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer or supplier gives a guarantee for a longer period. The Contractor agrees to act as a co-guarantor with such manufacturer or supplier and shall furnish the Owner all appropriate guarantee or warranty certificates upon completion of the project. No guarantee period whether provided for in this Section or elsewhere shall in any way limit the liability of Contractor or his sureties or insurers under the indemnity or insurance provisions of these General Provisions or the Special Provisions.

6-1 SUB-CONTRACTING

If the Contractor shall subcontract any part of Contract, the Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractor and of the persons either directly or indirectly employed by his Subcontractor as he is for the acts and omissions of persons directly employed by himself. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the Owner. The Contractor shall bind every Subcontractor to be bound by the terms

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of the Contract Documents as applicable to its Work.

The divisions and sections of any Specifications and the identifications or any Drawings shall not control Contractor in dividing the Work among Subcontractors or suppliers or delineating work to be performed by any specific trade. The divisions of the Specifications are complementary, and anything mentioned or shown in a division of the Specifications or in a specific trade drawing shall be of like effect as if shown in all divisions of the Specifications and in all Drawings.

Contractor is prohibited from performing any of the Work with a Subcontractor who is ineligible to perform such Work pursuant to Section 1777.1 or 1777.7 of the Labor Code. Contractor agrees that in accordance with Public Contract Code Section 6109, a subcontract with an ineligible Subcontractor is void as a matter of law, amounts paid to the Subcontractor shall be returned to Owner, and Contractor is responsible for paying wages of the Subcontractor's employees if the Subcontractor is allowed to perform any part of the Work.

Contractor shall not award work to Subcontractors in excess of 50% percent of the Contract amount without prior written approval of Owner. Except as provided by law, Contractor shall not employ any Subcontractor, supplier, or other person or organization (including but not limited to those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom Owner may have reasonable objection.

Contractor shall give prompt written notice to Owner as to the identity and qualifications of any Subcontractor, supplier, or other person or organization to whom Contractor intends to award work, and of Contractor's intent to remove or replace a Subcontractor, supplier, or other person.

All Work performed for Contractor by a Subcontractor, supplier or other person or organization will be in accordance with an appropriate sub-agreement between Contractor and the Subcontractor, supplier, or other person or organization which specifically binds the Subcontractor, supplier, or other person or organization to the applicable terms and conditions of the Contract Documents for the benefit of Owner.

If requested in writing by Owner, Contractor shall deliver to Owner a copy of each sub-agreement with a Subcontractor, supplier, or other person or organization performing a part of the Work within seven days of Owner's request.

6-2 ASSIGNMENT

The performance of the Contract shall not be assigned, except upon the written consent of the Owner. Consent will not be given to any proposed assignment which would relieve the original Contractor or his surety of their responsibilities under the Contract, nor will the Owner consent to any assignment of a part of the Work under the Contract.

Upon obtaining a prior written consent of the Owner, the Contractor may assign monies due or to become due him under the Contract, to the extent permitted by law, but any assignment of monies shall be subject to all proper setoffs in favor of the Owner and to all deductions provided for in the Contract, and particularly all money withheld, whether assigned or not, shall be subject to being used by the Owner for the completion of the Work in the event that the Contractor should be in default therein.

No assignment of this Contract will be approved unless it shall contain a provision that the funds to be paid to the assignee under the assignment are subject to a prior lien for services rendered or materials supplied for performance of the Work called for under the Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials and that the Owner may withhold funds due until all Work required by the Contract Documents is completed to the Owner's satisfaction.

6-6 USE OF COMPLETED PORTIONS

When the Work or any portion of it is sufficiently complete to be utilized or placed into service, the Owner shall have the right upon written notification to the Contractor to utilize such portions of the Work and to place the operable portions into service and to operate same.

Upon said notice and commencement of utilization or operation by the Owner, the Contractor shall be relieved of the duty of maintaining the portions so utilized or placed into operation; provided, however, that nothing in this Section shall be construed as relieving the Contractor of the full responsibility for completing the Work in its entirety, for making good defective Work and materials, for protecting the Work from damage, and for being responsible for damage, and for the Work as set forth in the General Provisions and other Contract Documents nor shall such action by the Owner be deemed completion and Acceptance, and such action shall not relieve the Contractor, its sureties, or insurers of the provisions of the Sections on CONTRACTOR'S INSURANCE, INDEMNITY, and GUARANTEES.

7-1 OBSERVING LAWS AND ORDINANCES

The Contractor shall keep himself fully informed of all existing and future laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work or the materials used in the Work or which in any way affect the conduct of the Work and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency is discovered in the Plans, Specifications, or Contract for the Work in relation to any such law, ordinance, regulation, order, or decree, he shall forthwith report the same to the Owner's Representative in writing and cease operations on that part of the Work until the Owner's Representative has given him appropriate instructions as provided for in the Section on ERRORS OR DISCREPANCIES NOTED BY CONTRACTOR.

The Contractor shall at all times observe and comply with and shall cause all his agents, employees, Subcontractors, and suppliers to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees, and shall hold harmless, indemnify, and defend the Owner, the Engineer/Architect, the Owner's Representative, and their consultants, and each of their directors, officers, employees, and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, by the Contractor, his employees, agents, Subcontractors, or suppliers.

7-2 PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Work.

7-3 INVENTIONS, PATENTS, AND COPYRIGHTS

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product, or device which is the subject of patent rights or copyrights.

The Contractor shall hold harmless, indemnify, and defend the Owner, the Engineer/Architect, the Owner's Representative, and their consultants, and each of their directors, officers, employees, and agents from and against all claims, damages, losses, expenses, and other costs, including costs of defense attorneys' fees, arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, materials, equipment, product or device, and shall defend all such claims in connection with any alleged infringement of such right.

7-4 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to the public, and he shall have under construction no greater length or amount of Work that he can

prosecute properly with due regard to the rights of the public. Convenient access to driveways, houses and buildings along the line of Work shall be maintained and temporary crossings shall be provided and maintained in good condition. Not more than one crossing or intersecting street or road shall be closed at any one time.

The Contractor shall provide and maintain such fences, barriers, directional signs, lights and flagmen as are necessary to give adequate warning to the public at all times of any dangerous conditions to be encountered as a result of the construction Work and to give directions to the public.

7-5 RESPONSIBILITY FOR LOSS, DAMAGE, OR INJURIES

The Contractor shall be responsible for all claims demands, or liability from any cause arising out of or resulting from or in connection with the performance of the Work, excepting only those as may be caused solely and exclusively by the fault or negligence of the Owner, Engineer/Architect, the Owner's Representative, or their consultants, or their directors, officers, employees, and agents. Such responsibility shall extend to claims, demands, or liability for loss, damage, or injuries occurring after completion of the Work as well as during the progress of the Work.

7-6 CONTRACTOR'S RESPONSIBILITY FOR THE WORK

Until the Acceptance of the Work, the Contractor shall have the responsible charge and care of the Work and of the materials to be used therein (including materials for which he has received partial payment or materials which have been furnished by the Owner) and shall bear the risk of injury, loss, or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work.

The Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the Work or materials occasioned by any cause before its completion and Acceptance and shall bear

the expense thereof. Where necessary to protect the Work or materials from damage, the Contractor shall at his expense provide suitable drainage and erect such temporary structures as are necessary to protect the Work or materials from damage. The suspension of the Work or the granting of any extension of time from any cause whatever shall not relieve the Contractor of his responsibility for the Work and materials as herein specified.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, is authorized to act at his discretion to prevent such threatened loss or injury.

Notwithstanding the foregoing provisions of this Section, the Contractor shall not be responsible for the cost of repairing and restoring damage to the Work, which damage is determined to have been proximately caused by an Act of God, in excess of 5% of the contracted amount, provided that the Work damaged is built in accordance with accepted and applicable building standards and the Plans and Specifications. For the purposes of this paragraph, "Acts of God" shall include only the following occurrences or conditions and effect: earthquakes in excess of a magnitude of 3.5 on the Richter Scale and tidal waves.

7-7 PRESERVATION OF PROPERTY

The Contractor shall exercise due care to avoid injury to existing improvement or facilities, Utility facilities, adjacent property, and trees and shrubbery that are not to be removed.

All trees, shrubbery, and landscaping that are not to be removed, and pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, pipelines under or above ground, sewer and waterlines, all highway or street facilities, and any other improvements or facilities within or adjacent to the Work shall be protected from injury or damage, and the Contractor shall provide and install suitable safeguards to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operation, they shall be replaced or restored at the Contractor's expense to a condition as good as when the Contractor entered upon the Work or as good as required by the Plans and Specifications if any such objects are a part of the Work being performed.

The fact that any such pipe or other underground facility is not shown on the Plans shall not relieve the Contractor of his responsibility under this Section.

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

In any emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, is authorized to act at his discretion to prevent such threatened loss or injury.

7-8 EXCAVATION AND/OR DIGGING TRENCHES

As required by Labor Code Section 6705, if the total amount of the Contract is in excess of \$25,000, the Contractor shall submit to the Owner for Acceptance, 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 5 feet or more in depth. The plan shall be prepared by a registered civil or structural Engineer. As a part of the plan, a note shall be included stating that the registered civil or structural Engineer certifies that the plan complies with the CAL-OSHA Construction Safety Orders, or that the registered civil or structural Engineer certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of the Safety Orders.

The Owner or the Engineer/ Architect or their consultants may have made investigations of the subsurface conditions in areas where the Work is to be performed. If so, these investigations are identified in the Special Provisions and the records of such investigations are available for inspection at the office of the Engineer/Architect. The detailed plan showing the design of shoring, etc., which the Contractor is required to submit to the Owner for Acceptance in advance of excavation will not be accepted by the Owner if the plan is based on subsurface conditions which are more favorable than those revealed by the investigations made by the Owner or the Engineer/Architect or their consultants; nor will the plan be accepted if it is based on soils related design criteria which is less restrictive than the criteria set forth in the report on the aforesaid investigations of subsurface conditions.

The detailed plan showing the design of shoring, etc., shall include surcharge loads for nearby embankments and structures, for spoil banks, and for construction equipment and other construction loadings. The plan shall indicate for all trench conditions the minimum horizontal distances from the side of the trench at its top to the near side of the surcharge loads.

Nothing contained in this Section shall be construed as relieving the Contractor of the full responsibility for providing shoring, bracing, sloping, or other provisions which are adequate for worker protection.

As required by Public Contracts Code Section 7104, in any Contract which involves digging trenches or other excavations that extend deeper than four feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the Owner, in writing, of any:

- (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.

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

In the event that a dispute arises between the Owner and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by the Contract or by law which pertain to the resolution of disputes and protests between the parties.

7-9 SAFETY

In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the Work, and the Contractor shall fully comply with all state, federal and other laws, rules, regulations, and orders relating to safety of the public and workers.

The right of the Engineer/Architect or the Owner's Representative to conduct construction review or observation of the Contractor's performance will not include review or observation of the adequacy of the Contractor's safety measure in, on, or near the construction site.

7-10 PERSONAL LIABILITY

No director, officer, employee, or agent of the Owner, the Engineer/Architect, the Owner's Representative, or their consultants shall be personally responsible for any liability arising under or by virtue of the Contract.

7-12 HOURS OF LABOR

The Contractor shall forfeit as a penalty to the Owner \$25.00 for each worker employed in the execution of the Contract by the Contractor or any Subcontractor under him for each calendar day during which such worker is required or permitted to Work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code and, in particular, Section 1810 to Section 1815 thereof, inclusive, except that Work performed by employees of Contractor in excess of 8 hours per day and 40 hours during any one week shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay as provided in said Section 1815.

All work necessary to be performed after regular working hours, on Saturdays and Sundays, or holidays, shall be performed without additional expense to the Owner.

The Owner will provide inspection during normal working hours, as established in the Special Provisions, Monday through Friday. Inspection before or after this time will be charged to the Contractor as reimbursable inspection time. Inspections on weekends requires two days' notice for review and approval.

7-13 PREVAILING WAGE

A. The Contractor shall comply with Labor Code Section 1775. In accordance with said Section 1775,

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the Contractor shall forfeit as a penalty to the Owner \$200.00 for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such Work or craft in which such worker is employed for any Work done under the Contract by him or by any Subcontractor under him in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates 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.

- B. For all contracts for which bids are opened on or after March 1, 2015, or contracts are awarded on or after April 1, 2015, the Contractor and any subcontractor shall be registered with the Department of Industrial Relations and qualified to perform work pursuant to Sections 1725.5 and 1771.1 of the California Labor Code. Pursuant to Sections 1725.5 and 1771.1, as applicable, the Contractor shall be responsible for providing proof of current registration for both the Contractor and any subcontractor prior to performing any work. Notwithstanding anything to the contrary, if at any time during the performance of the Work, the Contractor or any of its subcontractors, which is otherwise required by law to be registered with DIR, is not duly registered pursuant to Labor Code Section 1725.5 (including, without limitation, if the DIR revokes the registration), the DISTRICT may cancel the Contract and/or replace the Contractor or subcontractor with a contractor or subcontractor that is duly registered pursuant to Labor Code Section 1725.5.
- C. The Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- D. The Contractor and all subcontractors shall be responsible for posting appropriate job site notices, pursuant to the requirements set forth in the Labor Code and related regulations. Furthermore, the Contractor and all subcontractors shall be responsible for furnishing the records specified in Section 1776 of the Labor Code directly to the Labor Commissioner, pursuant to the procedures set forth in Section 1771.4 of the Labor Code.

7-14 TRAVEL AND SUBSISTENCE PAYMENTS

Each worker needed to execute the Work must be paid travel and subsistence payments as defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

7-15 APPRENTICES

Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor under him.

The Contractor and any Subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San

Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

Willful violations of Section 1777.5 will result in a forfeiture of up to \$100 for each calendar day of non-compliance (or up to \$300 per day if prior violation(s)) which shall be withheld from progress payments by Owner upon notice from the Department of Industrial Relations. (Labor Code Section 1777.7)

7-16 WARRANTY OF TITLE

No materials, supplies, or equipment for the Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale Contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants clear and good title to all materials, supplies, and equipment installed and incorporated in the Work and agrees upon completion of all Work to deliver the premises together with all improvements and appurtenances constructed or placed thereon by him to the Owner free from any claims, liens, encumbrances, or charges and further agrees that neither he nor any person, firm, or corporation furnishing any material or labor for any Work covered by the Contract shall have any right to a lien upon the premises or any improvement or appurtenance thereon, provided that this shall not preclude the Contractor from installing metering devices or other equipment of Utility companies or of municipalities, the title of which commonly retained by the Utility company or the municipality. Nothing contained in this Section, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection, or any right under any law permitting such persons to look to funds due the Contractor in the hands of the Owner. The provisions of this Section shall be inserted in all subcontracts and material contracts, and notices of its provision shall be given to all persons furnishing materials for the Work when no formal Contract is entered into for such materials.

7-17 PROPERTY RIGHTS IN MATERIALS

Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the Work or the soil, or after payment has been made for materials delivered to the site of the Work, or stored subject to or under the control of the Owner.

All such materials shall become the property of the Owner upon being so attached or affixed or upon payment for materials delivered to the site of the Work or stored subject to or under the control of the Owner.

Soil, stone, gravel, and other materials found at the site of the Work and which conform to the Plans and Specifications for incorporation into the Work may be used in the Work. No other use shall be made of such materials except as may be otherwise described in the Plans and Specifications.

All excess excavated soil, stone, gravel, and other materials from the site of the Work shall become the property of the Contractor upon removal of such materials from the site of the Work.

7-18 MUTUAL RESPONSIBILITY OF CONTRACTORS

Nothing in the Contract shall be interpreted as granting to the Contractor exclusive occupancy of the site

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of the project. The Contractor must ascertain to his own satisfaction the scope of the project and the nature of any other Contracts that have been or may be awarded by the Owner in the construction of the project, to the end that the Contractor may perform this Contract in the light of such other Contracts, if any.

The Contractor shall not cause any unnecessary hindrance or delay to any other Contractor working on the project. If the performance of any Contract for the project is likely to be interfered with by the simultaneous performance of some other Contract or Contracts, the Owner's Representative shall decide which Contractor shall cease Work temporarily and which Contractor shall continue or whether the Work under the Contracts can be coordinated so that the Contractors may proceed simultaneously. On all questions concerning conflicting interest of Contractors performing related Work, the decision of the Owner's Representative shall be binding upon all Contractors concerned and the Owner, the Engineer/Architect, the Owner's Representative, and their consultants shall not be responsible for any damages suffered or extra costs incurred by the Contractor resulting directly or indirectly from the award or performance of attempted performance of any other Contract or Contracts on the project or caused by a decision or omission of the Owner's Representative respecting the order of precedence in the performance of the Contracts.

If through acts of neglect on the part of the Contractor, any other contractor or any Subcontractor shall suffer loss of damage on the Work, the Contractor agrees to settle with such other contractor or Subcontractor by agreement or arbitration, if such other contractor or Subcontractor will so settle. If such other contractor or Subcontractor shall assert any claim against the Owner, the Engineer/Architect, the Owner's Representative, or their consultants, on account of any damage alleged to have been so sustained, the Owner shall notify Contractor who shall hold harmless, indemnify, and defend the Owner, the Engineer/Architect, the Owner's Representative, and their consultants and each of their directors, officers, employees, and agents against any such claim, including all attorneys' fees and any other costs incurred by the indemnified parties relative to any such claim.

7-23 LANDS AND RIGHTS-OF-WAY

The lands and rights-of-way for the facility to be constructed will be provided by the Owner. The Contractor shall make his own arrangements and pay all expenses for additional area required by him outside the limits of the Owner's lands and rights-of-way.

Work in public right-of-way shall be done in accordance with the requirements of the permit issued by the public agency in whose right-of-way the Work is located in addition to conforming to the Plans and specifications. If a permit is not required, the Work shall conform to the standards of the public agency involved in addition to conforming to the Plans and Specifications.

7-24 WAIVER OF RIGHTS

Except as otherwise specifically provided in the Contract Documents, no action or failure to act by the Owner, Engineer/Architect, Owner's Representative, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract Documents, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder.

7-25 TAXES

The Contractor shall pay all sales, consumer, use, and other taxes.

NOTICE OF TAXABLE POSSESSORY INTEREST - The terms of this document may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to this document, the private party may be subjected to the payment of personal property taxes levied on such interest.

7-26 ASSIGNMENT OF ANTI-TRUST ACTIONS

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

In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder.

7-27 PAYROLL RECORDS

It shall be the responsibility of the Contractor to maintain an accurate payroll record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each employee in accordance with Labor Code Section 1776, and to ensure that each Subcontractor also complies with all provisions of Labor Code Section 1776 and this Contract.

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

The Contractor shall ensure that all payroll records are available for inspection at the Contractor's principal office during normal business hours and shall notify the Owner, in writing, of the place where all payroll records are located from time to time.

The Contractor shall furnish a copy of all payroll records, upon request, to employees or their authorized agents, to the Owner, to the Division of Labor Standards Enforcement, and to the Division of Apprenticeship Standards of the Department of Industrial Relations. The Contractor shall also furnish a copy of payroll records to the general public upon request provided the public request is made through

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the Owner, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement of the Department of Industrial Relations. In no event shall members of the general public be given access to payroll records at the Contractor's principal office.

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

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

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

9-6 RESOLUTION OF CONSTRUCTION CLAIMS

This Section is intended as a summary of the provisions of Section 1.5 (commencing with Section 20104) of Chapter 1 of Part 3 of Division 2 of the Public Contract Code ("Claims Resolution Statute") and is subject to the actual provisions of the Claims Resolution Statute. This Section shall govern the resolution of any claim of \$375,000 or less which may be made by the Contractor hereunder.

As used in this Section, "claim" is defined as a separate demand by the Contractor for (a) a time extension, (b) payment of money or damages arising from the Work, payment for which is not otherwise expressly provided for or Contractor is not otherwise entitled to, or (c) an amount, the payment of which is disputed by the Owner.

The Contractor shall make all claims in writing and include the documents necessary to substantiate the claims. Any claim by the Contractor which is intended to invoke the procedures under the Claims Resolution Statute shall specify that the claim is being made pursuant to the Claims Resolution Statute. All claims by the Contractor must be filed on or before the date of final payment; provided, however, nothing in this Section is intended to extend the time limits or supersede notice requirements which may otherwise be provided within the Contract Documents for the filing of claims by the Contractor including, but not limited to, those provided in Section 6-4 (Time for Completion and Forfeiture Due to Delay), Section 6-5 (Extension of Time) and Section 4-2 (Changes in the Work).

Claims Less Than \$50,000.

The Owner shall respond in writing within 45 Days of receipt of the claim, or the Owner 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 Owner may have against the Contractor. If additional information is thereafter required, it shall be requested and provided upon mutual agreement of the Owner and the Contractor. If the Owner requests additional documentation, the Owner's written response to the claim shall be submitted to the Contractor within 15 Days after receipt of the additional documentation, or

within the same time period as used by the Contractor in producing the additional documentation, whichever is greater.

Claims Over \$50,000 But Less Than \$375,000.

The Owner shall respond in writing within 60 Days of receipt of the claim, or 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 Owner may have against the Contractor. If additional information is thereafter required, it shall be requested and provided upon mutual agreement of the Owner and the Contractor. If the Owner requests additional documentation, the Owner's written response to the claim shall be submitted to the Contractor within 30 Days after receipt of the additional documentation, or within the same time period as used by the Contractor in producing the additional information, whichever is greater.

Procedure Following Owner's Response

If the Contractor disputes the Owner's written response, or the Owner fails to respond within the time prescribed, the Contractor may, by giving written notice to the Owner within 15 Days of receipt of the Owner's response (or within 15 Days of the Owner's failure to respond), demand an informal conference to meet and confer for settlement of the issues in dispute. Upon such demand, the Owner shall schedule a meet and confer conference within 30 Days.

If after the meet and confer conference, any portion of the claim remains in dispute, the Contractor may file a claim pursuant to Government Code Section 900 et seq. If a court action is thereafter filed to resolve the claim, the court must, within the time specified by law, submit the matter to nonbinding mediation unless waived by mutual stipulation of the Owner and the Contractor. If after the mediation process, the matter remains in dispute, the case must then be submitted to judicial arbitration pursuant to the applicable law.

Exhibit B

Work Order Form

[To be executed by OWNER and CONTRACTOR prior to commencement of work; again by OWNER for formal acceptance of completed work]

This Work Order is executed pursuant to the "AGREEMENT FOR ON-CALL CONSTRUCTION SUPPORT SERVICES BETWEEN MOULTON NIGUEL WATER DISTRICT AND SHOFEITT PIPELINE (Contract No. OM19-20.089c) dated _____, 20__ ("Agreement"). The Agreement terms are fully incorporated in this Work Order. Terms used in this Work Order have the same meanings given in the Agreement.

I. PRIOR TO COMMENCEMENT OF WORK

Work Order No.: _____

Work Description: _____

Work Location: (address/intersection, City) _____

Estimated Work Cost: (attach quote/proposal) \$ _____

Estimated Time for Completion: _____

Notice to Proceed Given: [Date] _____ [By] _____

ACKNOWLEDGED AND AGREED:

OWNER'S REPRESENTATIVE:

CONTRACTOR'S REPRESENTATIVE:

Sign: _____
Director, Officer, AGM, or GM

Sign: _____

Print Name: _____

Print Name: _____

II. OWNER'S ACCEPTANCE OF COMPLETED WORK

Actual Work Cost: (attach backup information as required) \$ _____

OWNER accepts all work completed under this Work Order on the date below, subject to all terms of the Agreement.

OWNER'S REPRESENTATIVE:

Sign: _____

Date: _____

If Actual Work Cost is less than or equal to Estimated Work Cost, Project Manager signs.

If Actual exceeds Estimated by more than 10%, Director, Officer, AGM, or GM must sign.

Exhibit C
Rate Schedule

Item No.	Description	Unit Price	Unit
1.	Furnish and install Fire Hydrant Assembly with 25-foot long run in accordance with District Standard Drawing W-7. Assume that installation is within residential area; traffic control per WATCH Manual, but traffic control plans are not required.	24,000 ⁻	Each
2.	Perform repair to existing 12-inch ductile iron pipeline within collector street (traffic control per WATCH Manual, but traffic control plans not required). Assume repair consists of installing 10-feet of Class 150 C-900 PVC, plus 2 flexible couplings Romac "MACRO" extended range couplings, wrapped and greased with Type 316 stainless steel hardware (no substitutes).	17,500 ⁻	Each
3.	Perform removal and replacement to existing 8" gate valve within residential street (traffic control per WATCH Manual, but traffic control plans not required). Assume repair consists of removing and replacing an 8" gate valve, plus 2 flexible couplings (no substitutes), wrapped and greased with type 316 stainless steel hardware.	16,000 ⁻	Each

Note: It is intended that the unit prices submitted for the items above are comprehensive for the work contemplated. Include the following activities as a minimum:

- Procurement of required permit
- Trench protection
- Trenching, bedding, compaction, backfill, pavement removal
- Temporary paving (i.e. cold A.C. patch) prior to final paving.
- Complete removal and clean-up of jobsite, including removal of USA markings by pressure washing
- Restoration of existing facilities disturbed or damaged during construction
- Legal disposal of all excavated materials including dirt, paving, piping, valves, concrete, and related facilities.

4.	Final 2-inch grind and cap for area less than 100 square feet.	35 ⁻	Per Square Foot
5.	Removal and replacement of 10-foot sidewalk panel.	2,500 ⁻	Each

Must include labor and equipment rates (billing rates) as part of this fee proposal

Signature of Proposer John Ault
Company Name SHOFFEIT PIPELINE INC
Date 6/1/2020



**T&M RATE SHEET
2020**

LABOR	HOURLY RATES	TIME AND HALF
Laborer	82.00	110.00
Foreman	95.00	125.00
Operator	92.00	122.00
Superintendent	110.00	142.00

EQUIPMENT OPERATED

Loader 3 yard	185.00
Loader 4 yard	192.00
55k Excavator	285.00
70k Excavator	305.00
Mini Excavator	178.00
310 Backhoe	185.00
710 Backhoe	198.00
Dump Truck	110.00
Water Truck	110.00
Hoe Ram: Backhoe/Excavator	650.00/900.00 per day
Compaction Wheel	375.00 per day

EQUIPMENT NON OPERATED

Truck and Tools	55.00
Compressor and Tools	55.00
Pave Plate/Roller	50.00
Trash Pump/Hydro Pump	325.00 per day
Sewer Test Gear	395.00 per day

Exhibit D
PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Moulton Niguel Water District (hereinafter referred to as "District") has awarded to Shoffeitt Pipeline, Inc., (hereinafter referred to as the "Contractor") an agreement for on-call construction support services (OM19-20.089c) (hereinafter referred to as the "Project").

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

WHEREAS, Principal is required to furnish a bond in connection with the contract described above; providing that if 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 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 District in the penal sum of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) 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 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 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 District 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,

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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 District and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract 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 Contract, including but not limited to the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____ 20____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Corporate Seal of Principal,
if corporation)

Principal (Property Name of Contractor)

By _____
(Signature of Contractor)

(Seal of Surety)

Surety

By _____
Attorney in Fact

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

Exhibit E

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Moulton Niguel Water District (hereinafter referred to as "District") has awarded to Shoffeitt Pipeline, Inc., (hereinafter referred to as the "Contractor") an agreement for on-call construction support services (OM19-20-089c) (hereinafter referred to as the "Project").

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

WHEREAS, the Contractor is required by the Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of 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 District in the sum of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000), the sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the District, its officers and agents, as stipulated in the 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 Project, unless otherwise provided for in the Contract Documents, the guarantee obligation shall hold good for a period of one (1) year after the acceptance of the work by District, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District 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 District'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.

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As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by the District in enforcing such obligation.

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

1. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
2. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the District, 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 District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.
3. Permit the District 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 District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the District 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 District, when declaring the Contractor in default, notifies Surety of the District'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 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 Contract, including but not limited to 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

Name

By _____

SURETY:

By: _____
Attorney-In-Fact

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.)

THE FOLLOWING INFORMATION IS MANDATORY

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

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

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

**ON-CALL CONSTRUCTION SUPPORT SERVICES AGREEMENT
BETWEEN
MOULTON NIGUEL WATER DISTRICT AND
FERREIRA CONSTRUCTION CO., INC.
CONTRACT NO. OM19-20.089a**

This Agreement (the “Agreement”) is made and entered into on _____ (“Effective Date”) by and between the Moulton Niguel Water District (“District”) and Ferreira Construction Co., Inc. (“Contractor”). District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. District requires individual construction projects to be performed in certain areas throughout the District on an as-needed basis. This Agreement, as well as each Work Order issued pursuant to Section 1, establishes the terms and procedures that will apply to this Work.

B. The objective of this Agreement is for District to authorize Contractor to provide construction support Work on an on-call or emergency basis related to service, repair, and construction of DISTRICT facilities.

NOW, THEREFORE, District and Contractor for the consideration stated herein agree as follows:

1. SCOPE OF SERVICES; PRICE; PERFORMANCE STANDARDS

1.1 Contractor shall perform construction support and emergency services (the “Work”) in accordance with the general standards set forth in attached Exhibit A (“Scope of Work and General Provisions) and the other terms of this Agreement from time to time as directed by District.

1.2 As the need for Work arises, as determined by District, District’s representative shall issue Contractor a written work order (“Work Order”) as set forth in Exhibit B. In response to District’s request, Contractor shall deliver a written cost quote indicating: (a) Contractor’s availability to perform the Work; (b) the not-to-exceed price to perform the Work requested in accordance with the Rate Schedule shown in Exhibit C hereto and incorporated herein by this reference; and (c) the estimated time for performance of the Work. A Notice to Proceed (“NTP”) will be issued by District to Contractor following the acceptance of the Work.

1.3. In some cases, circumstances may not allow time to perform the Work Order process described above. In such cases, a District representative will contact Contractor and request that Contractor perform construction Work on a time and materials basis in accordance with the Rate Schedule and the terms and conditions of this Agreement.

1.4. Contractor’s Rate Schedule shall include all labor, supervision, materials, equipment, supplies, tools, incidentals, taxes, profit, overhead, bonding, traffic control, and insurance necessary to mobilize, complete the Work, demobilize, and provide cleanup and restoration of construction and work sites.

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1.5. Contractor acknowledges and agrees that District does not guarantee any minimum or maximum amount of Work, and District may use other contractors for the Work, in its sole discretion. This Agreement, including all attached Exhibits, as well as the terms and conditions of any municipal permits or licenses issued or applicable in connection with the Work, if any, form the Agreement between the Parties. Contractor shall provide all labor, materials, tools, equipment, supplies, utilities and transportation services required to perform the Work, subject to compliance with the Agreement requirements, and complete all Work in a thorough, professional and workmanlike manner, and in accordance with generally accepted industry standards, and to the satisfaction of District.

1.6. The Work shall be done in accordance with the Scope of Work and General Provisions, the Work Order issued for each individual repair project during the term of this Agreement, and the permitting or other requirements of any governmental entity within whose jurisdiction the Work is performed, which are by this reference incorporated into this Agreement. It shall be the Contractor's responsibility to ascertain and keep informed of all such existing and future requirements of other governmental entities concerning the Work performed under this Agreement, including acquisition of necessary permits and licenses by municipalities related to repair work in public right of way and payment of the fees or costs thereof.

1.7 Contractor shall provide a list of any subcontractors to District prior to commencement of Work. Any subcontractor must meet the approval of District. Costs for subcontracted work shall be paid as invoiced by subcontractor plus five percent (5%) markup for administrative costs.

1.8 The Work shall be completed in accordance with all local, state, and federal rules, regulations, and codes applicable to health and safety. Contractor shall be solely and completely responsible for conditions of the Work sites, including safety of all persons and property during performance of the Work. Contractor's operations for the Work shall be conducted so as to provide maximum safety to Contractor's employees, District's representatives, and in compliance with all safety laws, rules and regulations of the State, federal, and local agencies. It is Contractor's responsibility to have a current safety program on file with District prior to commencement of any work under this Agreement.

1.9 Contractor shall conduct its operations so as to offer the least possible obstruction and inconvenience to the public, and shall have under construction no greater length or amount of work that it can prosecute properly with due regard to the rights of the public. Convenient access to driveways, houses, and buildings along the line of work shall be maintained and temporary crossings shall be provided and maintained in good condition. Not more than one crossing or intersecting street or road shall be closed at any one time. Contractor shall provide and maintain such fences, barriers, directional signs, lights, and flagmen as are necessary to give adequate warning to the public at all times of any dangerous conditions to be encountered as a result of the work and to give directions to the public. Contractor shall comply with all terms of any permits issued by public agencies for the work.

2. COMPENSATION

2.1 District agrees to compensate Contractor for Work performed in accordance with Exhibit C ("Rate Schedule"). Total compensation under the Agreement shall not exceed **One Million Two Hundred Fifty Thousand Dollars (\$1,250,000)** without prior written approval by District.

2.2 CONTRACTOR is required to prepare and submit a daily work log to DISTRICT's representative on-site, unless otherwise waived in writing by the DISTRICT Representative. The daily work log shall be submitted each day and be signed off by both Parties. The daily work log will be used to verify CONTRACTOR's invoices for a work order based on time and materials payment. At a minimum, the work log should list each employee, classification, and hours worked each day; the type of equipment used on-site each day, hours of operation; and a brief summary of Work performed.

2.3 Contractor shall submit itemized invoices with supporting documentation including but not limited to, daily logs described above, period of work, paid receipts, and invoices to validate the charges for each invoice. District shall pay invoices within thirty (30) days of receipt. Payments shall be subject to review for compliance by District with the requirements of this Agreement.

2.4 District shall withhold from each payment an amount equal to five percent (5%) of such payment amount ("Retention") as security for adequate performance for work exceeding five thousand dollars (\$5,000) in cost. Notwithstanding the foregoing, after the work is at least fifty percent (50%) complete, if District determines that the work is satisfactorily progressing, District, in its sole discretion, may pay some or all of the remaining payments in full to the Contractor.

2.5 Final Acceptance. Within thirty (30) calendar days of District's "final acceptance" of Work under a Work Order, District will make final payment to Contractor of all invoices and Retention, provided District may withhold amounts as necessary to satisfy properly filed claims for labor or material; estimated actual costs for correcting defective Work; and amounts claimed by District as forfeiture due to delay or offsets. "Final acceptance" shall be defined as the formal action by District of accepting the work under a Work Order as being complete, including the filing of the *Notice of Completion*. No certificate given or payment made under the Agreement shall be conclusive evidence of performance of the Agreement and no payment shall be an acceptance of any defective work or improper materials.

3. TERM OF AGREEMENT AND TERMINATION

3.1 This Agreement shall commence on the Effective Date and continue for a period of **three (3) years**, unless earlier terminated as provided herein.

3.2 Either Party may terminate this Agreement by providing written notice to the other Party ten (10) business days in advance of the date of termination; provided. District may terminate the Agreement without any advance notice in the event Contractor is in material breach of any of the terms of this Agreement, as determined by District in its discretion. Any termination by Contractor shall not be effective as to any Work previously performed hereunder, or any Work being undertaken at the time of such termination by Contractor, and shall only apply prospectively. Contractor remains responsible for the completion of any Work still outstanding under a work order in accordance with the terms of this Agreement and work order. Contractor's indemnity and warranty obligations as to any work order, as well as any outstanding obligations of Contractor at the time of any termination, shall survive the expiration or termination of this Agreement. On District's termination, Contractor will be entitled to the reasonable value of the Work performed for which it has not received prior compensation under

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a work order, subject to any offset from such payment representing District's damages from any material breach of the terms of this Agreement by Contractor or as otherwise provided for under Section 2. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to District.

4. PUBLIC WORKS AND PREVAILING WAGE

4.1 Contractor is aware of the requirements of California Labor Code Section 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 “public works” and “maintenance” projects. Since the Work is being performed as part of 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. A copy of these prevailing wage rates are on file with the Department of Industrial Relations and can be found online with the State of California at <http://www.dir.ca.gov/dlsr/pwd>. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Work available to interested parties upon request, and shall post copies at Contractor’s principal place of business and at the project site. Contractor shall defend, indemnify, and hold the District, its officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

4.2 Contractor’s attention is directed to the provisions in section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor. It shall be the responsibility of the Contractor to effectuate compliance on the part of itself and any subcontractors with the requirements for employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

4.3 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. 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 achieve compliance with this section. If Contractor or subcontractor does not comply after such ten (10)-day period, the Contractor shall, as a penalty to District, forfeit One Hundred Dollars (\$100) for each day, or portion thereof, for each worker until strict compliance is effectuated.

4.4 This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (“DIR”). It shall be the Contractor’s sole responsibility to

evaluate and pay the cost of complying with all labor compliance requirements under this Agreement 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 District. Contractor shall defend, indemnify, and hold the District, 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.

4.5 In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the 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.

4.6 Contractor shall post, at appropriate conspicuous points on the work site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

4.7 Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its subcontractors must be registered with the DIR prior to the execution of a contract to perform public works. By entering into this Agreement, 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 Agreement. 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 Agreement is entered into and maintain registration for the duration of the Agreement. Contractor's DIR Registration No. is 1000001634.

5. BONDS

5.1 Before commencing performance of the Work contracted for hereunder, Contractor shall furnish Payment and Performance bonds (the "Bonds") as required by Section 9550 of the Civil Code, for 100% of the Agreement not-to-exceed amount, from a single surety licensed and admitted in the State of California and acceptable to the District in the District's sole discretion. Contractor shall deliver all Bonds required hereunder to the District prior to the commencement of Work.

5.2 Should, in District's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from District. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the District, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the District. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the District, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the

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District. If Contractor fails to furnish any required bond, the District may terminate the Contract for cause.

5.3 District agrees to reimburse 100% of the total amount of the Bond premiums paid by the Contractor under this Agreement in consideration of Contractor maintaining availability for on-call Work during the term of this Agreement. No mark-up of Bond premium will be allowed. District will reimburse such premium amounts within thirty (30) days of District's receipt of invoice and following Contractor's posting of Bond.

5.4 Contractor shall use District's forms, which are attached hereto as Exhibit D ("Payment Bond"), and Exhibit E ("Performance Bond") for the Bonds.

6. INSURANCE

6.1 In addition to the requirements set forth herein, during the entire term of the Agreement, Contractor will pay for and maintain, in full force and effect, all insurance required by District. Contractor shall not commence Work under the Agreement until it has obtained all insurance required by the Agreement and shall be provided by Contractor with the Contractor's executed copy of this Agreement.

6.2 The general liability and business automobile insurance will be comprehensive in form, and extend through the term of this Agreement and on a 'per occurrence' basis. All policies will have a clause providing that thirty (30) calendar days written notice will be given to District prior to any cancellation of such policies. All insurance will be issued and underwritten by insurance companies having an AM Best rating of no less than "A- VII". *All policies shall name Moulton Niguel Water District, City of Aliso Viejo, City of Dana Point, City of Laguna Hills, City of Laguna Niguel, City of Mission Viejo, and each of their directors, elected officials, officers, employees and agents, and any other public entities issuing permits for entry in public right of way to perform the Work, and owners of record of all property on which entry will be made to perform the Work as additional insureds thereunder ("Additional Insureds").* All of the policies of insurance provided hereunder shall be primary insurance and not contribute with any other insurance maintained by the Additional Insureds, and the insurer shall waive all rights of subrogation and contribution it may have against the Additional Insureds; these requirements shall be set forth in endorsements to policies. In the event any of said policies of insurance are canceled, Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 10 to District.

6.3 Commercial general liability in a combined limit of not less than \$2,000,000 per occurrence, \$4,000,000 aggregate with such aggregate to apply separately to the Work. Commercial General Liability insurance coverage shall be equivalent to Insurance Services Office Form CG 00 01. Included in such insurance shall be contractual coverage sufficiently broad to insure the matters set forth in Section 12 of this Agreement, **as well as the subrogation, primary insurance/non-contribution and Additional Insureds terms and endorsements described under subsection (c) above.** This insurance shall name the Additional Insureds using ISO endorsement CG 20 10 11 85, or both CG 20 10 and CG 23 37 forms if later revisions are used.

6.4 Business automobile insurance with liability limits of not less than \$1,000,000 each accident. The policy shall include coverage for owned, non-owned, and hired vehicles, **and**

include the subrogation, primary insurance/non-contribution and Additional Insureds terms and endorsements.

6.5 Worker's compensation insurance as required by State laws, and employer's liability insurance with limits not less than \$1,000,000 each accident and \$1,000,000 for disease per employs, **which must include a waiver of subrogation.**

6.6 Contractor shall furnish District with certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms approved by the District. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

6.7 All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the District, its officials, employees, agents, and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the District in writing.

6.8 Contractor shall report to the District, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

6.9 Nothing in the insurance requirements set forth in this Agreement or under the bonding terms is to be construed as limiting the liability of Contractor or Contractor's insurers or sureties. Contractor agrees that the provisions of this Section 10 shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages or other costs to District, or any persons or property, resulting from Contractor's activities or the activities of any person or persons for which Contractor is otherwise responsible, including Contractor's subcontractors, if any.

7. INDEMNIFICATION

7.1 To the fullest extent permitted by law, Contractor shall hold harmless, indemnify, and defend, including the duty and cost to defend as provided by Section 2778 of the California Civil Code, District and its directors, officers, employees, engineers and representatives as well as all public agencies issuing permits in connection with the Work, and all property owners of the Work site ("indemnitees"), from liability, claims, damages, demands, actions, attorney's fees, costs and expenses arising out of the performance of the Work under this Agreement, or actual or alleged non-performance, or the furnishing of materials by Contractor or its subcontractors, including but not limited to, claims by the Contractor or Contractor's employees for damages to person or property, except for the sole negligence or willful misconduct or active negligence of the District, its directors, officers, engineers, employees and representatives.

7.2 In furtherance of Contractor's obligations in this Section 5, Contractor shall defend itself and the indemnitees against any and all liabilities, claims, losses, damages, actions,

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attorney's fees, costs and expenses arising out of the performance of the Work, or actual or alleged non-performance, or the furnishing of materials by Contractor or its subcontractors, including but not limited to claims by the Contractor or Contractor's employees for damages to person or property.

7.3 This indemnity obligation shall survive the termination or expiration of the Agreement and the completion of any Work pursuant to any work order, or otherwise.

8. WARRANTY

8.1 Contractor fully warrants and guarantees, for a period of three hundred sixty-five (365) days from the date of "final acceptance" (as defined in section 2.4) of any work by District ("Warranty Period"), that: (1) all goods, materials, and equipment supplied are new, are of first class material and workmanship and are free from defects; and (2) that all work will be of good quality, performed to the standard of care customary in Contractor's trade or profession. Under this guarantee, Contractor shall repair and replace any and all work, together with any other work which may be displaced in so doing, that does not meet the terms above under (1) and (2) within the Warranty Period, without expense whatsoever to District and with ordinary wear and tear and unusual abuse or neglect excepted. Neither District inspection nor failure to inspect shall relieve Contractor of any obligation hereunder. If in District's opinion, any article, material, or work fails to conform to specifications or is otherwise defective, Contractor shall promptly replace same at Contractor's expense. No acceptance or payment by District shall constitute a waiver of the foregoing, and nothing herein shall exclude or limit any manufacturers, suppliers or other express warranties, or warranties implied by law.

8.2 This section does not in any way limit the warranty on any items for which a longer warranty is specified or on any items for which Contractor or a manufacturer or supplier gives a warranty for a longer period. Contractor agrees to furnish District, and assign over to District as required, all appropriate warranty certificates upon completion of the work. No warranty whether provided for in this Section 6 or elsewhere shall in any way limit the liability of Contractor or its sureties or insurers under the indemnity or insurance provisions of the Agreement. This warranty obligation shall survive the termination or expiration of the Agreement as to all completed work.

9. RECORDS

9.1 Contractor shall preserve and retain any and all records of or related to the Work, including all records of or related to this Agreement and the Work and obligations contained herein, for a period of no less than four (4) years commencing upon final payment to Contractor under the Agreement or, if an examination, review or audit is commenced but not completed within such period, until such examination, review or audit has been completed.

9.2 Pursuant to Government Code Section 8546.7, the State has the right to examine, review, audit and/or copy such records during the three (3) year period following final work order and payment to Contractor pursuant to this Agreement. Contractor, upon request, shall make the records of the Work available for the purposes described in this Section 7 at all reasonable times during the period Contractor is required to preserve and maintain such records.

10. CLAIMS

10.1 The claim terms set forth in this Agreement shall apply to those claims governed by Public Contract Code Section 20104 *et seq.* arising out of this Agreement.

10.2 In accordance with Public Contract Code Section 9201, District shall timely notify Contractor if District receives any third-party claim relating to the Work, or this Agreement. District shall be entitled to recover from Contractor District’s reasonable costs incurred in providing such notification.

10.3 In the event of any declaratory or other legal or equitable action instituted between District and Contractor in connection with this Agreement, the prevailing Party shall be entitled to recover from the losing Party all of its attorneys fees, and costs and expenses.

11. GENERAL TERMS

11.1 This Agreement, including all documents and exhibits and appendices attached hereto, or incorporated herein by reference, and the executed work orders represent the entire agreement between District and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral, including any previous agreements or contracts between the Parties to the extent the same are inconsistent with the terms hereof.

11.2 This Agreement shall not be considered modified, altered, changed, or amended in any respect unless documented in writing and signed by both Parties.

11.3 This Agreement shall be interpreted according to the laws of the State. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure 394.

11.4 All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

DISTRICT:

Moulton Niguel Water District
P.O. Box 30203
Laguna Niguel, CA 92607
Attn: Director of Engineering

CONTRACTOR:

Ferreira Construction co., Inc.
10370 Commerce Center Dr.
Suite B-200
Rancho Cucamonga, CA 91730
Attn: Bree Scott

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

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11.5 If any section of this Agreement as applied to either Party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or enforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

11.6 Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of District. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, District may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

11.7 No addition to or modification of any provision contained in the Agreement shall be effective unless fully set forth in a writing signed by both District and Contractor.

11.8 The failure of either Party to request performance in accordance with the terms of this Agreement shall not be deemed a waiver of the right to enforce the terms of this Agreement.

11.9 Contractor is an independent Contractor under this Agreement and not an employee of District. The personnel of Contractor are comprised of persons experienced in the work associated with the Services in all aspects.

11.10 All documents or other information developed or received by Contractor and related to the Work shall be delivered to District as the property of District.

11.12 Each Party represents and warrants this Agreement is valid and binding, is duly authorized by appropriate corporate or approving action, and that the person initialing this Agreement has the authority to bind such Party to this Agreement

11.13 This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be an original and both of which together shall constitute one instrument, with the same force and effect as though all signatures appeared on a single document.

Each person signing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the Party he or she represents to execute, and thereby bind such Party to, this Agreement. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be an original and both of which together shall constitute one instrument, with the same force and effect as though all signatures appeared on a single document.

-Signatures on following page-

MOULTON NIGUEL WATER DISTRICT:

FERREIRA CONSTRUCTION CO., INC.:

By: _____

By: _____
(Authorized Representative of Contractor)

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

Exhibit A Scope of Work and General Provisions

SCOPE OF WORK

I. The services of a CONTRACTOR are required, on an as-needed basis, for the timely construction, maintenance, repair, abandonment, and/or relocation of water distribution and sewer conveyance facilities. Typical work may include, but is not limited to the following:

1. Repair, relocate, replace, abandon, and install aboveground and underground water mains and pipelines, fire hydrants, large services (larger than 2"), small services (2" and below), line stops or insert valves, vaults, valves, meter vaults, and meter vault lids.
2. Repair, relocate, replace, abandon, and install aboveground and underground sewer pipelines; and any related facilities and equipment to the foregoing.
3. Locate and pothole utility substructures, underground conduits, and underground substructures related to the facilities and work above.
4. Replace and install concrete sidewalks, concrete driveway approaches, concrete curb and gutter, concrete spandrels and cross gutters, concrete pavement, and asphalt concrete pavement related to the facilities and work above.

Actual Services to be performed under the Agreement will be pursuant to individual Requests.

II. Materials shall be furnished by CONTRACTOR for completion of Work as specified in each Request. If not explicitly specified, shop drawings shall be submitted for approval prior to installation.

III. CONTRACTOR shall operate in and around active or energized pipelines and equipment and shall conduct itself in accordance with all applicable federal, state, and local laws and regulations. CONTRACTOR shall follow DISTRICT'S Standard Specifications in the testing and activation of new and existing water system components or facilities. Required system outages shall be scheduled with and approved by DISTRICT before the required date. The requirements for repairing, replacing, or installing water or sewer facilities to complete the Work shall be described in the individual Request.

IV. The services of a CONTRACTOR are required, on an as-needed basis, to provide emergency Services to repair and/or replace and inspect damages to the Water System. Typical Work will include, but not be limited to the following:

1. Inspect and evaluate damages and restore services to water distribution, production facilities; sewer conveyance facilities.
2. Repair and/or replace mains, pipelines, valves, fire hydrants, services, meters, line stops, vaults, sampling stations, conduits, and substructures.
3. Clean up environmental/hazardous spills and by-products of combustion and/or disinfection.

V. CONTRACTOR shall perform all work in accordance with the following:

1. District's General Provisions [attached]**:
 - a. Section 4, subdivisions 1, 3-6
 - b. Section 5, subdivisions 1, 4, 7-8, 10-14
 - c. Section 6, subdivisions 1-2, 6
 - d. Section 7, subdivisions 1-10,12-18, 23-27
 - e. Section 9, subdivision 6

2. District's Standard Specifications for the Construction of Domestic Water, Sewer and Recycled Water Facilities, accessible via the District's website at: <http://www.mnwd.com/standards-specifications/>. Note: Contractors are advised that the District's water distribution system contains a significant amount of asbestos cement pipe. Contractors (or listed subcontractor) shall be properly certified for the removal and transport of asbestos cement pipe in accordance with Specification Section 15072.

For the typical anticipated work requests, refer to District's Standard Drawings W-6, W-7, W-8, W-11, and W-12 [attached].

3. Requirements of City with authority over work site/permit terms

***** In the event any statutory sections cited or referred to in the General Provisions above are updated at the time a Request is issued, all such updates and terms shall be deemed controlling, and are incorporated prospectively by this reference.***

GENERAL PROVISIONS**4-1 WORK TO BE DONE**

The Work to be done consists of furnishing all transportation, labor, materials, tools, equipment, services, permits, utilities and all other items which are necessary or appurtenant to construct and complete the entire project and construct the project designated in the Contract Documents, and to leave the grounds in a neat and presentable condition.

4-3 OBSTRUCTIONS

The Contractor shall remove and dispose of all structures, debris, or other obstructions of any character necessary to accommodate the Work. Where such obstructions consist of improvements not required by law to be removed by the Owner thereof, all such improvements shall be removed, maintained, and permanently replaced by the Contractor at his expense except as otherwise specifically provided in the Contract Documents.

4-4 UTILITIES

The Engineer/Architect has endeavored to determine the existence of utilities at the site of the Work from the records of the Owners of known utilities in the vicinity of the Work. The positions of these utilities as derived from such records are shown on the Plans. The service connections to these utilities are not shown on the Plans.

The Contractor shall make his own investigations, including exploratory excavations, to determine the locations and type of existing service laterals or appurtenances when their presence can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the Work. If the Contractor discovers Utility facilities not identified in the Plans or Specifications or in a position different from that shown in the Plans and Specifications, he shall immediately notify in writing the Owner's Representative and the Owner of the Utility facility.

The Owner shall have the responsibility for the timely removal, relocation, protection, and temporary maintenance of existing main or trunkline Utility facilities which are not indicated in the Plans and Specifications with reasonable accuracy.

In case it would be necessary to remove, relocate, protect, or temporarily maintain a Utility because of interference with the Work, the Work on such Utility shall be performed and paid for as follows:

When it is necessary to remove, relocate, protect, or temporarily maintain an existing main or trunkline Utility facility not indicated in the Plans and Specifications with reasonable accuracy, the Owner will compensate the Contractor for the cost of locating, for the costs of repairing damage not due to the failure of the Contractor to exercise reasonable care, for the costs of removing, relocating, protecting, or temporarily maintaining such Utility facilities, and for the costs for equipment on the site necessarily idled during such Work. These costs, the Work to be done by the Contractor in locating, removing, relocating, protecting or temporarily maintaining such Utility facilities shall be covered by a written change order conforming to the provisions of Section 4-2,

CHANGES IN THE WORK, and Section 9-1, PAYMENT FOR CHANGES IN THE WORK. The Owner may make changes in the alignment and grade of the Work to obviate the necessity to remove, relocate, protect, or temporarily maintain such Utility facilities or to reduce the costs of the Work involved in removing, relocating, protecting or temporarily maintaining such Utility facilities. Changes in alignment and grade will be ordered in accordance with Section 4-2, CHANGES IN THE WORK. The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by a failure of the owner of the utility to provide for removal or relocation of such facility.

When it is necessary to remove, relocate, protect, or temporarily maintain a Utility (other than (1) existing main or trunkline Utility facilities not indicated in the Plans and Specifications with reasonable accuracy, or (2) existing service laterals or appurtenances when their presence cannot be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the Work) the cost of which is not required to be borne by the Owner thereof, the Contractor shall bear all expenses incidental to the Work on the Utility or damage thereto. The Work on the Utility shall be done in a manner satisfactory to the Owner thereof; it being understood that the Owner of the Utility has the option of doing such Work with his own forces, or permitting the Work to be done by the Contractor. No representations are made that the obligations to remove, relocate, protect, or temporarily maintain any Utility and to pay the cost thereof is or is not required to be borne by the Owner such Utility, and it shall be the responsibility of the Contractor to investigate to find out whether or not said cost is required to be borne by the Owner of the Utility.

The right is reserved to governmental agencies and to Owners of utilities to enter any time upon any street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the Work and for the purpose of maintaining and making repairs to their property.

4-5 PLANS AND SPECIFICATIONS FURNISHED BY THE OWNER

The Owner will furnish to the Contractor free of charge all copies of Plans and Specifications reasonably necessary for the execution of the Work. The Contractor shall keep one set of Plans and Specifications in good order available to the Owner's Representative at the site of the Work.

4-6 FINAL CLEANUP

Upon completion and before making application for Acceptance of the Work, the Contractor shall clean all rights-of-way, streets, borrow pits, and all other grounds occupied by him in connection with the Work of all rubbish, excess materials, temporary structures, and equipment, and all parts of the Work and grounds occupied by him shall be left in a neat and presentable condition.

5-1 AUTHORITY OF THE OWNER'S REPRESENTATIVE

The Owner's Representative shall decide any and all questions which may arise as to the interpretation of the Plans and Specifications and shall have authority to disapprove or reject materials and equipment furnished and Work performed which, in his opinion, is not in accordance with the Contract Documents.

5-4 MANUFACTURER'S INSTRUCTIONS

All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise specifically provided in the Contract Documents.

5-7 ERRORS OR DISCREPANCIES NOTED BY CONTRACTOR

It is the duty of the Contractor to promptly notify the Owner's Representative in writing of any design, materials, or specified method that the Contractor believes may prove defective or insufficient. If the Contractor believes that a defect of insufficiency exists in design, materials, or specified method and fails to promptly notify the Owner's Representative in writing of this belief, the Contractor waives any right to assert that defect or insufficiency in design materials, or specified method at any later date in any legal or equitable proceeding against the Owner, or in any subsequent arbitration or settlement conference between the Owner and the Contractor. The Owner's Representative, on receipt of any such notice, will promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, any Work done by the Contractor after he comes to the belief that a defect or insufficiency exists in design, materials, or specified method which is directly or indirectly affected by such alleged defect or insufficiency in design, materials, or specified method will be at his own risk and he shall bear all cost arising therefrom.

If the Contractor, either before commencing Work or in the course of the Work, finds any discrepancy between the Specifications and the Plans or between either of them and the physical conditions at the site of the Work or finds any error or omission in any of the Plans or in any survey, he shall promptly notify the Owner's Representative of such discrepancy, error, or omission. If the Contractor observes that any Plans or Specifications are at variance with any applicable law, ordinance, regulation, order or decree, he shall promptly notify the Owner's Representative in writing of such conflict. The Owner's Representative, on receipt of such notice, will promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, any Work done by the Contractor after his discovery of such error, discrepancy, or conflict which is directly or indirectly affected by such error, discrepancy, or conflict will be at his own risk and he shall bear all costs rising therefrom.

5-8 SUPERVISION AND SUPERINTENDENCE

The Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but the Contractor shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence, or procedure of construction which is indicated in and required by the Contract Documents except as otherwise provided in the Section 5-7 ERRORS OR DISCREPANCIES NOTED BY CONTRACTOR.

The Contractor shall be responsible to see that the completed Work complies with the Contract Documents.

The Contractor shall designate and keep on the Work site at all times during its progress a competent superintendent, who shall not be replaced without written notice to the Owner's Representative. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. During periods when the Work is suspended, the Contractor shall make appropriate arrangements for any emergency Work which may be required.

Whenever the superintendent is not present on any particular part of the Work where the Owner's Representative may desire to inform the Contractor relative to interpretation of the Plans and Specifications or to disapproval or rejection of materials or Work performed, the Owner's Representative may so inform the foreman or other worker in charge of the particular part of the Work in reference to which the information is given. Information so given shall be as binding as if given to the superintendent.

5-10 QUALITY AND SAFETY OF MATERIALS AND EQUIPMENT

All equipment, materials, and supplies to be incorporated in the Work shall be new, unless otherwise specified. All equipment, materials, and supplies shall be produced in a good and workmanlike manner. When the quality of a material, process, or article is not specifically set forth in the Plans and Specifications, the best available quality of the material, process, or article shall be provided.

Whenever any material, process, or article is indicated or specified by grade, patent or proprietary name, or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of the materials, process, or articles desired and shall be deemed to be followed by the words "or equal", and the Contractor may offer any material, process, or article which shall be substantially equal or better in every respect to that so indicated or specified; provided, however, that if the material, process or article ordered by the Contractor is not, in the opinion of the Owner's Representative, equal or better in every respect to that specified, then the Contractor must furnish the material, process, or article or one that in the opinion of the Owner's Representative is the substantial equal or better in every respect. In the event that the Contractor furnishes material, process, or article more expensive than that specified, the difference in cost of such material, process, or article so furnished shall be borne by the Contractor.

In accordance with Section 4380 of the Government Code, the Contractor shall submit data substantiating requests for substitution of "equal" items within 35 Days after award of the Contract. This 35-day period of time is included in the number of Days allowed for the completion of the Work.

All materials, equipment, and supplies provided shall, without additional charge to Owner, fully conform with all applicable state and federal safety laws, rules, regulations, and orders, and it shall be Contractor's responsibility to provide only such materials, equipment, and supplies notwithstanding any omissions in the Contract Documents therefor or that a particular material, equipment, or supply was specified.

5-11 STANDARDS, CODES, SAMPLES AND TESTS

Whenever reference is made to a standard, code, specification, or test and the designation representing the date or adoption or latest revision thereof is omitted, it shall mean the latest revision of such standard, code, specification, or test in effect on the day the Notice Inviting Sealed Proposals (Bids) is dated.

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The tests shall be made in accordance with commonly recognized procedures of technical organizations and such special procedures as may be prescribed elsewhere in the Plans and Specifications. The Contractor shall furnish without charge such samples for testing as may be required by the Owner's Representative. Tests and samples may be required at the source of materials as well as at the site of the Work.

5-12 OBSERVATION OF WORK BY OWNER'S REPRESENTATIVE

The Owner's Representative shall at all times have access to the Work during construction and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the Work.

Whenever the Contractor varies the normal period during which Work or any portion of it is carried on each day, he shall give timely notice to the Owner's Representative so that the Owner's Representative may, if he wishes, be present to observe the Work in progress. If the Contractor fails to give such timely notice, any Work done in the absence of the Owner's Representative will be subject to rejection.

The Contractor shall give timely notice to the Owner's Representative in advance of backfilling or otherwise covering any part of the Work so that the Owner's Representative may, if he wishes, observe such part of the Work before it is concealed.

The observation, if any, by the Owner's Representative of the Work shall not relieve the Contractor of any of his obligations to fulfill the Contract as prescribed. Defective Work shall be made good, and materials, and equipment furnished and Work performed which is not in accordance with the Contract Documents may be rejected notwithstanding the fact that such materials, equipment, and Work have been previously observed by the Owner's Representative or that payment therefor has been included in an estimate for payment.

5-13 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

Any Work which does not conform to the requirements of the Contract Documents shall be remedied or removed and replaced by the Contractor, together with any other Work which may be displaced in so doing, and no compensation will be allowed him for such removal, replacement, or remedial Work. All nonconforming materials shall be immediately removed from the site.

Any Work done beyond the lines and grades shown on the Plans or established by the Owner's Representative or any changes in, additions to, or deductions from the Work done without written authority will be considered as unauthorized and will not be paid for. Work so done may be ordered remedied, removed, or replaced by the Contractor.

Upon failure on the part of the Contractor to comply promptly with any order of the Owner's Representative made under the provisions of this Section, the Owner's Representative shall have authority to cause nonconforming materials, rejected Work, or unauthorized Work to be remedied, removed, or replaced at the Contractor's expense and to deduct the costs from any monies due or to become due the Contractor.

5-14 ONE YEAR GUARANTEE

Besides guarantees required elsewhere, the Contractor shall and hereby does guarantee the Work for a period of one year after the date of Acceptance of the Work by the Owner except for any portion of the Work that is utilized or placed into service by the Owner in accordance with the provisions of the Section on USE OF COMPLETED PORTIONS. The guarantee period for portions of the Work so utilized or placed into service shall be one year commencing on the date of the written notification to the Contractor described in the Section on USE OF COMPLETED PORTIONS. The Contractor shall repair or remove and replace

any and all such Work, together with any other Work which may be displaced in so doing, that is found to be defective in workmanship and/or materials within said one year periods, without expense whatsoever to the Owner, ordinary wear and tear and unusual abuse or neglect excepted. In the event of failure to comply with the above-mentioned conditions within one week after being notified in writing, the Owner is hereby authorized to proceed to have the defects remedied and made good at the expense of the Contractor who hereby agrees to pay the cost and charges therefor immediately on demand. Such action by the Owner will not relieve the Contractor of the guarantees required by this Section or elsewhere in the contract documents.

The performance bond and the payment bond shall continue in full force and effect for the guarantee period.

If, in the opinion of the Owner, defective Work creates a dangerous condition or requires immediate corrections or attention to prevent further loss to the Owner or to prevent interruption of operations of the Owner, the Owner will attempt to give the notice required by this Section. If the Contractor cannot be contacted or does not comply with the Owner's request for correction within a reasonable time as determined by the Owner, the Owner may, notwithstanding the provisions of this Section, proceed to make such correction or provide such attention; and the costs of such corrections or attention shall be charged against the Contractor. Such action by the Owner will not relieve the Contractor of the guarantees required by this Section or elsewhere in the Contract Documents.

This Section does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer or supplier gives a guarantee for a longer period. The Contractor agrees to act as a co-guarantor with such manufacturer or supplier and shall furnish the Owner all appropriate guarantee or warranty certificates upon completion of the project. No guarantee period whether provided for in this Section or elsewhere shall in any way limit the liability of Contractor or his sureties or insurers under the indemnity or insurance provisions of these General Provisions or the Special Provisions.

6-1 SUB-CONTRACTING

If the Contractor shall subcontract any part of Contract, the Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractor and of the persons either directly or indirectly employed by his Subcontractor as he is for the acts and omissions of persons directly employed by himself. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the Owner. The Contractor shall bind every Subcontractor to be bound by the terms

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of the Contract Documents as applicable to its Work.

The divisions and sections of any Specifications and the identifications or any Drawings shall not control Contractor in dividing the Work among Subcontractors or suppliers or delineating work to be performed by any specific trade. The divisions of the Specifications are complementary, and anything mentioned or shown in a division of the Specifications or in a specific trade drawing shall be of like effect as if shown in all divisions of the Specifications and in all Drawings.

Contractor is prohibited from performing any of the Work with a Subcontractor who is ineligible to perform such Work pursuant to Section 1777.1 or 1777.7 of the Labor Code. Contractor agrees that in accordance with Public Contract Code Section 6109, a subcontract with an ineligible Subcontractor is void as a matter of law, amounts paid to the Subcontractor shall be returned to Owner, and Contractor is responsible for paying wages of the Subcontractor's employees if the Subcontractor is allowed to perform any part of the Work.

Contractor shall not award work to Subcontractors in excess of 50% percent of the Contract amount without prior written approval of Owner. Except as provided by law, Contractor shall not employ any Subcontractor, supplier, or other person or organization (including but not limited to those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom Owner may have reasonable objection.

Contractor shall give prompt written notice to Owner as to the identity and qualifications of any Subcontractor, supplier, or other person or organization to whom Contractor intends to award work, and of Contractor's intent to remove or replace a Subcontractor, supplier, or other person.

All Work performed for Contractor by a Subcontractor, supplier or other person or organization will be in accordance with an appropriate sub-agreement between Contractor and the Subcontractor, supplier, or other person or organization which specifically binds the Subcontractor, supplier, or other person or organization to the applicable terms and conditions of the Contract Documents for the benefit of Owner.

If requested in writing by Owner, Contractor shall deliver to Owner a copy of each sub-agreement with a Subcontractor, supplier, or other person or organization performing a part of the Work within seven days of Owner's request.

6-2 ASSIGNMENT

The performance of the Contract shall not be assigned, except upon the written consent of the Owner. Consent will not be given to any proposed assignment which would relieve the original Contractor or his surety of their responsibilities under the Contract, nor will the Owner consent to any assignment of a part of the Work under the Contract.

Upon obtaining a prior written consent of the Owner, the Contractor may assign monies due or to become due him under the Contract, to the extent permitted by law, but any assignment of monies shall be subject to all proper setoffs in favor of the Owner and to all deductions provided for in the Contract, and particularly all money withheld, whether assigned or not, shall be subject to being used by the Owner for the completion of the Work in the event that the Contractor should be in default therein.

No assignment of this Contract will be approved unless it shall contain a provision that the funds to be paid to the assignee under the assignment are subject to a prior lien for services rendered or materials supplied for performance of the Work called for under the Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials and that the Owner may withhold funds due until all Work required by the Contract Documents is completed to the Owner's satisfaction.

6-6 USE OF COMPLETED PORTIONS

When the Work or any portion of it is sufficiently complete to be utilized or placed into service, the Owner shall have the right upon written notification to the Contractor to utilize such portions of the Work and to place the operable portions into service and to operate same.

Upon said notice and commencement of utilization or operation by the Owner, the Contractor shall be relieved of the duty of maintaining the portions so utilized or placed into operation; provided, however, that nothing in this Section shall be construed as relieving the Contractor of the full responsibility for completing the Work in its entirety, for making good defective Work and materials, for protecting the Work from damage, and for being responsible for damage, and for the Work as set forth in the General Provisions and other Contract Documents nor shall such action by the Owner be deemed completion and Acceptance, and such action shall not relieve the Contractor, its sureties, or insurers of the provisions of the Sections on CONTRACTOR'S INSURANCE, INDEMNITY, and GUARANTEES.

7-1 OBSERVING LAWS AND ORDINANCES

The Contractor shall keep himself fully informed of all existing and future laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work or the materials used in the Work or which in any way affect the conduct of the Work and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency is discovered in the Plans, Specifications, or Contract for the Work in relation to any such law, ordinance, regulation, order, or decree, he shall forthwith report the same to the Owner's Representative in writing and cease operations on that part of the Work until the Owner's Representative has given him appropriate instructions as provided for in the Section on ERRORS OR DISCREPANCIES NOTED BY CONTRACTOR.

The Contractor shall at all times observe and comply with and shall cause all his agents, employees, Subcontractors, and suppliers to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees, and shall hold harmless, indemnify, and defend the Owner, the Engineer/Architect, the Owner's Representative, and their consultants, and each of their directors, officers, employees, and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, by the Contractor, his employees, agents, Subcontractors, or suppliers.

7-2 PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Work.

7-3 INVENTIONS, PATENTS, AND COPYRIGHTS

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product, or device which is the subject of patent rights or copyrights.

The Contractor shall hold harmless, indemnify, and defend the Owner, the Engineer/Architect, the Owner's Representative, and their consultants, and each of their directors, officers, employees, and agents from and against all claims, damages, losses, expenses, and other costs, including costs of defense attorneys' fees, arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, materials, equipment, product or device, and shall defend all such claims in connection with any alleged infringement of such right.

7-4 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to the public, and he shall have under construction no greater length or amount of Work that he can prosecute properly with due regard to the rights of the public. Convenient access to driveways, houses and buildings along the line of Work shall be maintained and temporary crossings shall be provided and maintained in good condition. Not more than one crossing or intersecting street or road shall be closed at any one time.

The Contractor shall provide and maintain such fences, barriers, directional signs, lights and flagmen as are necessary to give adequate warning to the public at all times of any dangerous conditions to be encountered as a result of the construction Work and to give directions to the public.

7-5 RESPONSIBILITY FOR LOSS, DAMAGE, OR INJURIES

The Contractor shall be responsible for all claims demands, or liability from any cause arising out of or resulting from or in connection with the performance of the Work, excepting only those as may be caused solely and exclusively by the fault or negligence of the Owner, Engineer/Architect, the Owner's Representative, or their consultants, or their directors, officers, employees, and agents. Such responsibility shall extend to claims, demands, or liability for loss, damage, or injuries occurring after completion of the Work as well as during the progress of the Work.

7-6 CONTRACTOR'S RESPONSIBILITY FOR THE WORK

Until the Acceptance of the Work, the Contractor shall have the responsible charge and care of the Work and of the materials to be used therein (including materials for which he has received partial payment or materials which have been furnished by the Owner) and shall bear the risk of injury, loss, or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work.

The Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the Work or materials occasioned by any cause before its completion and Acceptance and shall bear

the expense thereof. Where necessary to protect the Work or materials from damage, the Contractor shall at his expense provide suitable drainage and erect such temporary structures as are necessary to protect the Work or materials from damage. The suspension of the Work or the granting of any extension of time from any cause whatever shall not relieve the Contractor of his responsibility for the Work and materials as herein specified.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, is authorized to act at his discretion to prevent such threatened loss or injury.

Notwithstanding the foregoing provisions of this Section, the Contractor shall not be responsible for the cost of repairing and restoring damage to the Work, which damage is determined to have been proximately caused by an Act of God, in excess of 5% of the contracted amount, provided that the Work damaged is built in accordance with accepted and applicable building standards and the Plans and Specifications. For the purposes of this paragraph, "Acts of God" shall include only the following occurrences or conditions and effect: earthquakes in excess of a magnitude of 3.5 on the Richter Scale and tidal waves.

7-7 PRESERVATION OF PROPERTY

The Contractor shall exercise due care to avoid injury to existing improvement or facilities, Utility facilities, adjacent property, and trees and shrubbery that are not to be removed.

All trees, shrubbery, and landscaping that are not to be removed, and pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, pipelines under or above ground, sewer and waterlines, all highway or street facilities, and any other improvements or facilities within or adjacent to the Work shall be protected from injury or damage, and the Contractor shall provide and install suitable safeguards to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operation, they shall be replaced or restored at the Contractor's expense to a condition as good as when the Contractor entered upon the Work or as good as required by the Plans and Specifications if any such objects are a part of the Work being performed.

The fact that any such pipe or other underground facility is not shown on the Plans shall not relieve the Contractor of his responsibility under this Section.

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

In any emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, is authorized to act at his discretion to prevent such threatened loss or injury.

7-8 EXCAVATION AND/OR DIGGING TRENCHES

As required by Labor Code Section 6705, if the total amount of the Contract is in excess of \$25,000, the Contractor shall submit to the Owner for Acceptance, 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 5 feet or more in depth. The plan shall be prepared by a registered civil or structural Engineer. As a part of the plan, a note shall be included stating that the registered civil or structural Engineer certifies that the plan complies with the CAL-OSHA Construction Safety Orders, or that the registered civil or structural Engineer certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of the Safety Orders.

The Owner or the Engineer/ Architect or their consultants may have made investigations of the subsurface conditions in areas where the Work is to be performed. If so, these investigations are identified in the Special Provisions and the records of such investigations are available for inspection at the office of the Engineer/Architect. The detailed plan showing the design of shoring, etc., which the Contractor is required to submit to the Owner for Acceptance in advance of excavation will not be accepted by the Owner if the plan is based on subsurface conditions which are more favorable than those revealed by the investigations made by the Owner or the Engineer/Architect or their consultants; nor will the plan be accepted if it is based on soils related design criteria which is less restrictive than the criteria set forth in the report on the aforesaid investigations of subsurface conditions.

The detailed plan showing the design of shoring, etc., shall include surcharge loads for nearby embankments and structures, for spoil banks, and for construction equipment and other construction loadings. The plan shall indicate for all trench conditions the minimum horizontal distances from the side of the trench at its top to the near side of the surcharge loads.

Nothing contained in this Section shall be construed as relieving the Contractor of the full responsibility for providing shoring, bracing, sloping, or other provisions which are adequate for worker protection.

As required by Public Contracts Code Section 7104, in any Contract which involves digging trenches or other excavations that extend deeper than four feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the Owner, in writing, of any:

- (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.

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

In the event that a dispute arises between the Owner and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by the Contract or by law which pertain to the resolution of disputes and protests between the parties.

7-9 SAFETY

In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the Work, and the Contractor shall fully comply with all state, federal and other laws, rules, regulations, and orders relating to safety of the public and workers.

The right of the Engineer/Architect or the Owner's Representative to conduct construction review or observation of the Contractor's performance will not include review or observation of the adequacy of the Contractor's safety measure in, on, or near the construction site.

7-10 PERSONAL LIABILITY

No director, officer, employee, or agent of the Owner, the Engineer/Architect, the Owner's Representative, or their consultants shall be personally responsible for any liability arising under or by virtue of the Contract.

7-12 HOURS OF LABOR

The Contractor shall forfeit as a penalty to the Owner \$25.00 for each worker employed in the execution of the Contract by the Contractor or any Subcontractor under him for each calendar day during which such worker is required or permitted to Work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code and, in particular, Section 1810 to Section 1815 thereof, inclusive, except that Work performed by employees of Contractor in excess of 8 hours per day and 40 hours during any one week shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay as provided in said Section 1815.

All work necessary to be performed after regular working hours, on Saturdays and Sundays, or holidays, shall be performed without additional expense to the Owner.

The Owner will provide inspection during normal working hours, as established in the Special Provisions, Monday through Friday. Inspection before or after this time will be charged to the Contractor as reimbursable inspection time. Inspections on weekends requires two days' notice for review and approval.

7-13 PREVAILING WAGE

A. The Contractor shall comply with Labor Code Section 1775. In accordance with said Section 1775,

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the Contractor shall forfeit as a penalty to the Owner \$200.00 for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such Work or craft in which such worker is employed for any Work done under the Contract by him or by any Subcontractor under him in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates 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.

- B. For all contracts for which bids are opened on or after March 1, 2015, or contracts are awarded on or after April 1, 2015, the Contractor and any subcontractor shall be registered with the Department of Industrial Relations and qualified to perform work pursuant to Sections 1725.5 and 1771.1 of the California Labor Code. Pursuant to Sections 1725.5 and 1771.1, as applicable, the Contractor shall be responsible for providing proof of current registration for both the Contractor and any subcontractor prior to performing any work. Notwithstanding anything to the contrary, if at any time during the performance of the Work, the Contractor or any of its subcontractors, which is otherwise required by law to be registered with DIR, is not duly registered pursuant to Labor Code Section 1725.5 (including, without limitation, if the DIR revokes the registration), the DISTRICT may cancel the Contract and/or replace the Contractor or subcontractor with a contractor or subcontractor that is duly registered pursuant to Labor Code Section 1725.5.
- C. The Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- D. The Contractor and all subcontractors shall be responsible for posting appropriate job site notices, pursuant to the requirements set forth in the Labor Code and related regulations. Furthermore, the Contractor and all subcontractors shall be responsible for furnishing the records specified in Section 1776 of the Labor Code directly to the Labor Commissioner, pursuant to the procedures set forth in Section 1771.4 of the Labor Code.

7-14 TRAVEL AND SUBSISTENCE PAYMENTS

Each worker needed to execute the Work must be paid travel and subsistence payments as defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

7-15 APPRENTICES

Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor under him.

The Contractor and any Subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San

Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

Willful violations of Section 1777.5 will result in a forfeiture of up to \$100 for each calendar day of non-compliance (or up to \$300 per day if prior violation(s)) which shall be withheld from progress payments by Owner upon notice from the Department of Industrial Relations. (Labor Code Section 1777.7)

7-16 WARRANTY OF TITLE

No materials, supplies, or equipment for the Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale Contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants clear and good title to all materials, supplies, and equipment installed and incorporated in the Work and agrees upon completion of all Work to deliver the premises together with all improvements and appurtenances constructed or placed thereon by him to the Owner free from any claims, liens, encumbrances, or charges and further agrees that neither he nor any person, firm, or corporation furnishing any material or labor for any Work covered by the Contract shall have any right to a lien upon the premises or any improvement or appurtenance thereon, provided that this shall not preclude the Contractor from installing metering devices or other equipment of Utility companies or of municipalities, the title of which commonly retained by the Utility company or the municipality. Nothing contained in this Section, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection, or any right under any law permitting such persons to look to funds due the Contractor in the hands of the Owner. The provisions of this Section shall be inserted in all subcontracts and material contracts, and notices of its provision shall be given to all persons furnishing materials for the Work when no formal Contract is entered into for such materials.

7-17 PROPERTY RIGHTS IN MATERIALS

Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the Work or the soil, or after payment has been made for materials delivered to the site of the Work, or stored subject to or under the control of the Owner.

All such materials shall become the property of the Owner upon being so attached or affixed or upon payment for materials delivered to the site of the Work or stored subject to or under the control of the Owner.

Soil, stone, gravel, and other materials found at the site of the Work and which conform to the Plans and Specifications for incorporation into the Work may be used in the Work. No other use shall be made of such materials except as may be otherwise described in the Plans and Specifications.

All excess excavated soil, stone, gravel, and other materials from the site of the Work shall become the property of the Contractor upon removal of such materials from the site of the Work.

7-18 MUTUAL RESPONSIBILITY OF CONTRACTORS

Nothing in the Contract shall be interpreted as granting to the Contractor exclusive occupancy of the site

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of the project. The Contractor must ascertain to his own satisfaction the scope of the project and the nature of any other Contracts that have been or may be awarded by the Owner in the construction of the project, to the end that the Contractor may perform this Contract in the light of such other Contracts, if any.

The Contractor shall not cause any unnecessary hindrance or delay to any other Contractor working on the project. If the performance of any Contract for the project is likely to be interfered with by the simultaneous performance of some other Contract or Contracts, the Owner's Representative shall decide which Contractor shall cease Work temporarily and which Contractor shall continue or whether the Work under the Contracts can be coordinated so that the Contractors may proceed simultaneously. On all questions concerning conflicting interest of Contractors performing related Work, the decision of the Owner's Representative shall be binding upon all Contractors concerned and the Owner, the Engineer/Architect, the Owner's Representative, and their consultants shall not be responsible for any damages suffered or extra costs incurred by the Contractor resulting directly or indirectly from the award or performance of attempted performance of any other Contract or Contracts on the project or caused by a decision or omission of the Owner's Representative respecting the order of precedence in the performance of the Contracts.

If through acts of neglect on the part of the Contractor, any other contractor or any Subcontractor shall suffer loss of damage on the Work, the Contractor agrees to settle with such other contractor or Subcontractor by agreement or arbitration, if such other contractor or Subcontractor will so settle. If such other contractor or Subcontractor shall assert any claim against the Owner, the Engineer/Architect, the Owner's Representative, or their consultants, on account of any damage alleged to have been so sustained, the Owner shall notify Contractor who shall hold harmless, indemnify, and defend the Owner, the Engineer/Architect, the Owner's Representative, and their consultants and each of their directors, officers, employees, and agents against any such claim, including all attorneys' fees and any other costs incurred by the indemnified parties relative to any such claim.

7-23 LANDS AND RIGHTS-OF-WAY

The lands and rights-of-way for the facility to be constructed will be provided by the Owner. The Contractor shall make his own arrangements and pay all expenses for additional area required by him outside the limits of the Owner's lands and rights-of-way.

Work in public right-of-way shall be done in accordance with the requirements of the permit issued by the public agency in whose right-of-way the Work is located in addition to conforming to the Plans and specifications. If a permit is not required, the Work shall conform to the standards of the public agency involved in addition to conforming to the Plans and Specifications.

7-24 WAIVER OF RIGHTS

Except as otherwise specifically provided in the Contract Documents, no action or failure to act by the Owner, Engineer/Architect, Owner's Representative, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract Documents, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder.

7-25 TAXES

The Contractor shall pay all sales, consumer, use, and other taxes.

NOTICE OF TAXABLE POSSESSORY INTEREST - The terms of this document may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to this document, the private party may be subjected to the payment of personal property taxes levied on such interest.

7-26 ASSIGNMENT OF ANTI-TRUST ACTIONS

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

In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder.

7-27 PAYROLL RECORDS

It shall be the responsibility of the Contractor to maintain an accurate payroll record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each employee in accordance with Labor Code Section 1776, and to ensure that each Subcontractor also complies with all provisions of Labor Code Section 1776 and this Contract.

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

The Contractor shall ensure that all payroll records are available for inspection at the Contractor's principal office during normal business hours and shall notify the Owner, in writing, of the place where all payroll records are located from time to time.

The Contractor shall furnish a copy of all payroll records, upon request, to employees or their authorized agents, to the Owner, to the Division of Labor Standards Enforcement, and to the Division of Apprenticeship Standards of the Department of Industrial Relations. The Contractor shall also furnish a copy of payroll records to the general public upon request provided the public request is made through

#6.

the Owner, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement of the Department of Industrial Relations. In no event shall members of the general public be given access to payroll records at the Contractor's principal office.

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

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

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

9-6 RESOLUTION OF CONSTRUCTION CLAIMS

This Section is intended as a summary of the provisions of Section 1.5 (commencing with Section 20104) of Chapter 1 of Part 3 of Division 2 of the Public Contract Code ("Claims Resolution Statute") and is subject to the actual provisions of the Claims Resolution Statute. This Section shall govern the resolution of any claim of \$375,000 or less which may be made by the Contractor hereunder.

As used in this Section, "claim" is defined as a separate demand by the Contractor for (a) a time extension, (b) payment of money or damages arising from the Work, payment for which is not otherwise expressly provided for or Contractor is not otherwise entitled to, or (c) an amount, the payment of which is disputed by the Owner.

The Contractor shall make all claims in writing and include the documents necessary to substantiate the claims. Any claim by the Contractor which is intended to invoke the procedures under the Claims Resolution Statute shall specify that the claim is being made pursuant to the Claims Resolution Statute. All claims by the Contractor must be filed on or before the date of final payment; provided, however, nothing in this Section is intended to extend the time limits or supersede notice requirements which may otherwise be provided within the Contract Documents for the filing of claims by the Contractor including, but not limited to, those provided in Section 6-4 (Time for Completion and Forfeiture Due to Delay), Section 6-5 (Extension of Time) and Section 4-2 (Changes in the Work).

Claims Less Than \$50,000.

The Owner shall respond in writing within 45 Days of receipt of the claim, or the Owner 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 Owner may have against the Contractor. If additional information is thereafter required, it shall be requested and provided upon mutual agreement of the Owner and the Contractor. If the Owner requests additional documentation, the Owner's written response to the claim shall be submitted to the Contractor within 15 Days after receipt of the additional documentation, or

within the same time period as used by the Contractor in producing the additional documentation, whichever is greater.

Claims Over \$50,000 But Less Than \$375,000.

The Owner shall respond in writing within 60 Days of receipt of the claim, or 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 Owner may have against the Contractor. If additional information is thereafter required, it shall be requested and provided upon mutual agreement of the Owner and the Contractor. If the Owner requests additional documentation, the Owner's written response to the claim shall be submitted to the Contractor within 30 Days after receipt of the additional documentation, or within the same time period as used by the Contractor in producing the additional information, whichever is greater.

Procedure Following Owner's Response

If the Contractor disputes the Owner's written response, or the Owner fails to respond within the time prescribed, the Contractor may, by giving written notice to the Owner within 15 Days of receipt of the Owner's response (or within 15 Days of the Owner's failure to respond), demand an informal conference to meet and confer for settlement of the issues in dispute. Upon such demand, the Owner shall schedule a meet and confer conference within 30 Days.

If after the meet and confer conference, any portion of the claim remains in dispute, the Contractor may file a claim pursuant to Government Code Section 900 et seq. If a court action is thereafter filed to resolve the claim, the court must, within the time specified by law, submit the matter to nonbinding mediation unless waived by mutual stipulation of the Owner and the Contractor. If after the mediation process, the matter remains in dispute, the case must then be submitted to judicial arbitration pursuant to the applicable law.

Exhibit B

Work Order Form

[To be executed by OWNER and CONTRACTOR prior to commencement of work; again by OWNER for formal acceptance of completed work]

This Work Order is executed pursuant to the "AGREEMENT FOR ON-CALL CONSTRUCTION SUPPORT SERVICES BETWEEN MOULTON NIGUEL WATER DISTRICT AND FERREIRA CONSTRUCTION (Contract No. OM19-20.089A) dated _____, 20__ ("Agreement"). The Agreement terms are fully incorporated in this Work Order. Terms used in this Work Order have the same meanings given in the Agreement.

I. PRIOR TO COMMENCEMENT OF WORK

Work Order No.: _____

Work Description: _____

Work Location: (address/intersection, City) _____

Estimated Work Cost: (attach quote/proposal) \$ _____

Estimated Time for Completion: _____

Notice to Proceed Given: [Date] _____ [By] _____

ACKNOWLEDGED AND AGREED:

OWNER'S REPRESENTATIVE:

CONTRACTOR'S REPRESENTATIVE:

Sign: _____
Director, Officer, AGM, or GM

Sign: _____

Print Name: _____

Print Name: _____

II. OWNER'S ACCEPTANCE OF COMPLETED WORK

Actual Work Cost: (attach backup information as required) \$ _____

OWNER accepts all work completed under this Work Order on the date below, subject to all terms of the Agreement.

OWNER'S REPRESENTATIVE:

Sign: _____

Date: _____

If Actual Work Cost is less than or equal to Estimated Work Cost, Project Manager signs.
If Actual exceeds Estimated by more than 10%, Director, Officer, AGM, or GM must sign.

Exhibit C
Rate Schedule

Item No.	Description	Unit Price	Unit
1.	Furnish and install Fire Hydrant Assembly with 25-foot long run in accordance with District Standard Drawing W-7. Assume that installation is within residential area; traffic control per WATCH Manual, but traffic control plans are not required.	<u>\$20,149.00</u>	Each
2.	Perform repair to existing 12-inch ductile iron pipeline within collector street (traffic control per WATCH Manual, but traffic control plans not required). Assume repair consists of installing 10-feet of Class 150 C-900 PVC, plus 2 flexible couplings Romac "MACRO" extended range couplings, wrapped and greased with Type 316 stainless steel hardware (no substitutes).	<u>\$15,497.00</u>	Each
3.	Perform removal and replacement to existing 8" gate valve within residential street (traffic control per WATCH Manual, but traffic control plans not required). Assume repair consists of removing and replacing an 8" gate valve, plus 2 flexible couplings (no substitutes), wrapped and greased with type 316 stainless steel hardware.	<u>\$15,550.00</u>	Each

Note: It is intended that the unit prices submitted for the items above are comprehensive for the work contemplated. Include the following activities as a minimum:

- Procurement of required permit
- Trench protection
- Trenching, bedding, compaction, backfill, pavement removal
- Temporary paving (i.e. cold A.C. patch) prior to final paving.
- Complete removal and clean-up of jobsite, including removal of USA markings by pressure washing
- Restoration of existing facilities disturbed or damaged during construction
- Legal disposal of all excavated materials including dirt, paving, piping, valves, concrete, and related facilities.

4.	Final 2-inch grind and cap for area less than 100 square feet.	<u>\$51.00</u>	Per Square Foot
5.	Removal and replacement of 10-foot sidewalk panel.	<u>\$1,210.00</u>	Each

Must include labor and equipment rates (billing rates) as part of this fee proposal

Signature of Proposer 
Company Name Ferreira Construction Co. Inc.
Ferreira Coastal Construction Co.
Date 06.02.2020

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T&M Rates- July 2020 to June 2021

Ferreira Construction Co, Inc dba Ferreira Coastal Construction

Field Union Labor Rates	Straight Time Rate	1-1/2 x Rate	2 x Rate
300 Labor Apprentice	\$82.04	\$123.06	\$164.08
300 Labor Foreman VI	\$113.14	\$169.71	\$226.28
300 Laborer I	\$104.17	\$156.25	\$208.33
300 Laborer II	\$105.15	\$157.73	\$210.31
300 Laborer III	\$106.14	\$159.21	\$212.28
300 Laborer IV	\$108.92	\$163.38	\$217.85
300 Laborer V	\$109.55	\$164.33	\$219.10
986/420 Driver VI	\$108.48	\$162.73	\$216.97
Local 12 VI	\$137.23	\$205.85	\$274.47
Local 12 VIII	\$137.43	\$206.14	\$274.86
Local 12 XII	\$137.95	\$206.93	\$275.90
Local 12 XII (Foreman)	\$141.54	\$212.31	\$283.08

T&M Rates- July 2020 to June 2021
 Ferreira Construction Co, Inc dba Ferreira Coastal Construction

Labor Type	Category	Cost Per	forecast		FICA 7.65 %	FUTA .8%	Liability/ Umbrella			Subtotal Taxes - Insurance	Health	Pension	Vacation	Training	Other	Total Fringe Benefits	Safety SM	Total Burden	OH on Gross		Unit Reg. Cost	Unit OT Cost	Unit DT Cost
			increase	Base Cost			5.73%	SUTA 5.4 %	W/C 16.15 %								Tools, Exp & Whse		Wage & Burden 15%	Profit 15%			
300 Labor Apprentice	Laborers	HR	\$ 2.50	\$ 33.09	\$2.53	\$0.26	\$1.90	\$1.79	\$5.34	\$11.82	\$5.23	\$1.68	\$3.41	\$0.69	\$1.11	\$12.12	\$5.00	\$28.94	\$9.30	\$10.70	\$82.04	\$123.06	\$164.08
300 Labor Foreman VI	Foreman	HR	\$ 2.50	\$ 42.74	\$3.27	\$0.34	\$2.45	\$2.31	\$6.90	\$15.27	\$7.47	\$8.40	\$4.87	\$0.69	\$1.11	\$22.54	\$5.00	\$42.81	\$12.83	\$14.76	\$113.14	\$169.71	\$226.28
300 Laborer I	Laborers	HR	\$ 2.50	\$ 37.74	\$2.89	\$0.30	\$2.16	\$2.04	\$6.10	\$13.48	\$7.47	\$8.40	\$4.87	\$0.69	\$1.11	\$22.54	\$5.00	\$41.02	\$11.81	\$13.59	\$104.17	\$156.25	\$208.33
300 Laborer II	Laborers	HR	\$ 2.50	\$ 38.29	\$2.93	\$0.31	\$2.19	\$2.07	\$6.18	\$13.68	\$7.47	\$8.40	\$4.87	\$0.69	\$1.11	\$22.54	\$5.00	\$41.22	\$11.93	\$13.72	\$105.15	\$157.73	\$210.31
300 Laborer III	Laborers	HR	\$ 2.50	\$ 38.84	\$2.97	\$0.31	\$2.23	\$2.10	\$6.27	\$13.88	\$7.47	\$8.40	\$4.87	\$0.69	\$1.11	\$22.54	\$5.00	\$41.42	\$12.04	\$13.84	\$106.14	\$159.21	\$212.28
300 Laborer IV	Laborers	HR	\$ 2.50	\$ 40.39	\$3.09	\$0.32	\$2.31	\$2.18	\$6.52	\$14.43	\$7.47	\$8.40	\$4.87	\$0.69	\$1.11	\$22.54	\$5.00	\$41.97	\$12.35	\$14.21	\$108.92	\$163.38	\$217.85
300 Laborer V	Laborers	HR	\$ 2.50	\$ 40.74	\$3.12	\$0.33	\$2.33	\$2.20	\$6.58	\$14.56	\$7.47	\$8.40	\$4.87	\$0.69	\$1.11	\$22.54	\$5.00	\$42.10	\$12.43	\$14.29	\$109.55	\$164.33	\$219.10
986/420 Driver VI	Drivers	HR	\$ 2.50	\$ 34.62	\$2.65	\$0.28	\$1.98	\$1.87	\$5.59	\$12.37	\$18.62	\$6.00	\$3.15	\$1.22	\$1.05	\$30.04	\$5.00	\$47.41	\$12.30	\$14.15	\$108.48	\$162.73	\$216.97
Local 12 VI-App Step 4	Operators	HR	\$ 2.50	\$ 39.87	\$3.05	\$0.32	\$2.28	\$2.15	\$6.44	\$14.25	\$11.60	\$9.65	\$3.55	\$1.05	\$1.89	\$27.74	\$5.00	\$46.99	\$13.03	\$14.98	\$114.87	\$172.30	\$229.73
Local 12 VI	Operators	HR	\$ 2.50	\$ 52.33	\$4.00	\$0.42	\$3.00	\$2.83	\$8.45	\$18.70	\$11.60	\$9.65	\$3.55	\$1.05	\$1.89	\$27.74	\$5.00	\$51.44	\$15.57	\$17.90	\$137.23	\$205.85	\$274.47
Local 12 VIII	Operators	HR	\$ 2.50	\$ 52.44	\$4.01	\$0.42	\$3.00	\$2.83	\$8.47	\$18.74	\$11.60	\$9.65	\$3.55	\$1.05	\$1.89	\$27.74	\$5.00	\$51.48	\$15.59	\$17.93	\$137.43	\$206.14	\$274.86
Local 12 XII	Operators	HR	\$ 2.50	\$ 52.73	\$4.03	\$0.42	\$3.02	\$2.85	\$8.52	\$18.84	\$11.60	\$9.65	\$3.55	\$1.05	\$1.89	\$27.74	\$5.00	\$51.58	\$15.65	\$17.99	\$137.95	\$206.93	\$275.90
Local 12 XII (Foreman)	Foreman	HR	\$ 2.50	\$ 54.73	\$4.19	\$0.44	\$3.14	\$2.96	\$8.84	\$19.56	\$11.60	\$9.65	\$3.55	\$1.05	\$1.89	\$27.74	\$5.00	\$52.30	\$16.05	\$18.46	\$141.54	\$212.31	\$283.08



Ferreira Construction Co, Inc DBA Ferreira Coastal Construction
Template with Explanations and Examples

Publication: CALTRANS April 2020 to March 2021: Ferreira will put 15% mark-up on all of the below listed rates

Prepared By: Bree Scott
Date: 17-Mar-20

Table with columns: Column1, Equipment, Model No., Equip. Code, Capacity, Unit, Rate, Page#, Stand by Factor, Multi Shift Factor, Make Code, Make, Code, Notes. Contains 92 rows of equipment data.

Column1	Equipment	Model No.	Equip. Code	Capacity	Unit	Rate	Page#	Stand by Factor	Multi Shift Factor	Make Code	Make	Code	Notes
290	4 Light Set	4 LIGHT	ELGEN		HR	\$ 8.66	6	0.13	0.88	ELGEN	LITE	4 LIGHT	
291	Pump (Centrifugal & Diaphragm)	APMP	PUMWA	20 to 30 feet	HR	\$ 6.50	23	0.37	0.66	PUMWA	APMP	020-030	
292	Outlet Discharge Water Hose	OUMS	PUMWA	additional 50 feet	HR	\$ 0.15	23	0.37	0.66	PUMWA	OUMS	3.5-4	
293	Cutoff Saw (Saws Chain)	SAW	SAWCH	5HP (30amps)	HR	\$ 2.87	29	0.12	0.88	SAWCH	SAW	5-HP	
294	Arc Welding Machine	AWM	WELD	0-250 amp	HR	\$ 6.13	35	0.2	0.82	WELD	AWM	0-250	
295	Road Plate (7/8" Thick)	MISC	NONOP		Day	\$ 1.27	21	0.56	1.00	NONOP	MISC	0210	
296	Road Plate (1" Thick)	MISC	NONOP		Day	\$ 1.45	21	0.56	1.00	NONOP	MISC	0220	
297	Road Plate (1.5" Thick)	MISC	NONOP		Day	\$ 2.18	21	0.56	1.00	NONOP	MISC	0230	
298	Generator	GEN	ELGEN	3 - 7.5 Killowatts	HR	\$ 4.17	6	0.13	0.88	ELGEN	GEN	003-008	
299	SAW	ABOP	SAWCO	45 to 65 Killowatts	HR	\$ 21.24	29	0.16	0.85	SAWCO	ABOP	45-65	
300	Blade Sawkerf	ABSK	SAWCO		HR	\$ 0.18	29	0.16	0.85	SAWCO	ABSK	LF-INDE	
301	4" Bypass Pump	APMP	PUMWA		HR	\$ 3.58	23	0.37	0.66	PUMWA	APMP	000-010	
302	3" Bypass Pump	APMP	PUMWA		HR	\$ 5.55	23	0.37	0.66	PUMWA	APMP	010-020	
303	Trench Shoring 22-36	SSFW	NONOP		Day	\$ 1.18	21	0.56	1.00	NONOP	SSFW	0530	

Exhibit D

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Moulton Niguel Water District (hereinafter referred to as "District") has awarded to Ferreira Construction Co., Inc. dba Ferreira Coastal Construction Co., (hereinafter referred to as the "Contractor") an agreement for on-call construction support services (OM19-20.089a) (hereinafter referred to as the "Project").

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

WHEREAS, Principal is required to furnish a bond in connection with the contract described above; providing that if 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 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 District in the penal sum of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) 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 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 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 District 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 District and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract 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 Contract, including but not limited to the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the ____ day of _____ 20____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Corporate Seal of Principal,
if corporation)

Principal (Property Name of Contractor)

By _____
(Signature of Contractor)

(Seal of Surety)

Surety

By _____
Attorney in Fact

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

Exhibit E

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Moulton Niguel Water District (hereinafter referred to as "District") has awarded to Ferreira Construction Co., Inc. dba Ferreira Coastal Construction Co., (hereinafter referred to as the "Contractor") an agreement for on-call construction support services (OM19-20.089a) (hereinafter referred to as the "Project").

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

WHEREAS, the Contractor is required by the Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of 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 District in the sum of One Million Two Hundred Fifty Thousand Dollars, (\$1,250,000), the sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the District, its officers and agents, as stipulated in the 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 Project, unless otherwise provided for in the Contract Documents, the guarantee obligation shall hold good for a period of one (1) year after the acceptance of the work by District, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District 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 District'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.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by the District in enforcing such obligation.

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

1. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
2. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the District, 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 District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.
3. Permit the District 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 District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the District 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 District, when declaring the Contractor in default, notifies Surety of the District'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 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 Contract, including but not limited to the provisions of Sections 2819 and 2845 of the California Civil Code.

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

CONTRACTOR/PRINCIPAL

Name

By _____

SURETY:

By: _____
Attorney-In-Fact

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.)

THE FOLLOWING INFORMATION IS MANDATORY

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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

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

Vendor Contact List

Company Name	Company Address	Contact Person	Telephone #	E-Mail
Gwinco Construction	8126 Inspiration Dr, Alta Loma, CA 91701	Tom Gwin	951-317-2364	brian@gwinco.com
The Artukovich Companies	11155 Rush St, South El Monte, CA 91733	Anthony Artukovich	626-444-4286	anthony@artukovich.com
Murray Company	2919 E Victoria St, Compton, CA 90221	David Chorak	714-679-3001	dchorak@murraycompany.com
H7 Contracting	25096 Jefferson Ave., Suite A 7-8 Murrieta, CA 92562	Heath Carpenter	951-235-6820	heath@h7contracting.com estimating@h7contracting.com
TE Roberts, Inc.	306 W Katella Ave, Orange, CA 92867	Timothy Roberts	714-669-0072	troberts@teroberts.com
E.J. Meyer Company	26999 W 5th St, Highland, CA 92346	Kristian Corona	909-425-4025	kcorona@ejmeyer.com
Ferreira Construction	10370 Commerce Center Dr, Rancho Cucamonga, CA 91730	Bree Scott	909-606-5900	BScott@ferreiraconstruction.com
Shoffeitt Pipeline, Inc.	15795 Rockfield Blvd suite g, Irvine, CA 92618	John Shoffeitt	949-581-1600	john@shoffeittpipeline.com
Paulus Engineering, Inc.	2871 E Coronado St, Anaheim, CA 92806	Jason Paulus	714-632-3322	jpaulus@paulusengineering.com jyarter@paulusengineering.com

