



moulton niguel water district

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

26880 Aliso Viejo Pkwy, Suite 150, Aliso Viejo

May 10, 2021

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: 942-941-7034#

PASSCODE: 26161#

1. CALL MEETING TO ORDER
2. APPROVE THE MINUTES OF THE APRIL 5, 2021 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.

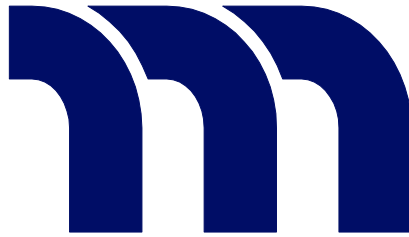
DISCUSSION ITEMS

4. Construction Contract Award for Upper Salada Lift Station Auxiliary Generator Replacement
5. Amendment No.1 for On-Call Construction Support Services
6. Purchase of Service Truck with Crane
7. Fiscal Year 2021-22 Proposed Budget

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

April 5, 2021

A Regular Meeting of the Technical Committee of the Moulton Niguel Water District was held in accordance with the Governor’s Executive Order N-29-20 in an effort to prevent the spread of COVID-19 (Coronavirus). As a result, there was no public location for the public to attend in person. The meeting was called to order at 7:31 AM on April 5, 2021. There were present and participating at 26880 Aliso Viejo Pkwy, Suite 150, Aliso Viejo, CA:

DIRECTORS

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

Also present and participating were:

STAFF MEMBERS IN-PERSON

Matt Collings	Assistant General Manager
Rod Woods	Director of Engineering
Paige Gulck	Board Secretary

STAFF MEMBERS, LEGAL COUNSEL, AND MEMBERS OF THE PUBLIC TELEPHONICALLY

Joone Lopez	General Manager
Johnathan Cruz	Director of Financial Planning & Innovation
Gina Hillary	Director of Human Resources
Todd Novacek	Director of Operations
Jeff Ferre	Best, Best, & Krieger (General Counsel)
Tim Bonita	Recording Secretary
Matt Brown	MNWD
Matt Crowl	MNWD
Todd Dmytryshyn	MNWD
Jesus Garibay	MNWD

Patrick Garner	MNWD
Bryan Hong	MNWD
David Larsen	MNWD
Steve Merk	MNWD
Lindsey Stuvick	MNWD
Adrian Tasso	MNWD
Alex Thomas	MNWD
Kaden Young	MNWD

1. CALL MEETING TO ORDER

The meeting was called to order by Chairman Cave at 7:31 a.m. Chairman Cave stated that the meeting was being conducted by teleconference pursuant to the Brown Act waivers provided 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 MARCH 8, 2021 TECHNICAL COMMITTEE MEETING

MOTION DULY MADE BY DONALD FROELICH AND SECONDED BY BILL MOORHEAD, ITEM 2 WAS 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. Project Agreement for the La Paz Road Recycled Water Pipeline Bridge Crossing

Alex Thomas provided information on the item. Discussion ensued and the committee recommended sending this item to the Board.

5. Construction Contract Award for the 2020-21 Pressure Reducing Station Rehabilitations

Bryan Hong provided details on the item. Discussion ensued regarding the project and the committee recommended sending this item to the Board.

6. Mobile Potable Water Pump Purchase

Todd Novacek provided information on the item. Discussion ensued and the committee recommended sending this item to the Board.

INFORMATION ITEMS

7. Emergency Repairs on 12-Inch Recycled and Potable Mainlines

Matt Crowl presented the item.

8. Water Loss Control Update

Lindsey Stuvick and Adrian Tasso presented the item.

ADJOURNMENT

The meeting was adjourned at 8:53 a.m.

Respectfully submitted,

Tim Bonita
Recording Secretary



moulton niguel water district

STAFF REPORT

TO: Board of Directors **MEETING DATE:** May 10, 2021

FROM: Rod Woods, Director of Engineering
Sheldon Yu, Senior Engineer

SUBJECT: Construction Contract Award for Upper Salada Lift Station
Auxiliary Generator Replacement

SUMMARY:

Issue: Board action is required for the Notice Inviting Sealed Bids for the Upper Salada Lift Station Auxiliary Generator Replacement, Project No. 2012.024.

Recommendation: It is recommended that the Board of Directors award the construction services contract to Pacific Hydrotech Corporation in the amount of \$869,380; authorize the General Manager or Assistant General Manager to execute the contract; and to approve change orders up to 10% of the contract value.

Fiscal Impact: Project No. 2012.024 is budgeted in Fund 7, Replacement and Rehabilitation with a current project budget of \$850,000. The proposed project budget is \$1,241,318. The project will be constructed next fiscal year. Sufficient funds are available in Fund 7 for Fiscal Year 2020-21 and are budgeted for Fiscal Year 2021-22; the overall Fiscal Year 2020-21 CIP budget for Fund 7 is \$41,393,593.

Reviewed by Legal: Yes

BACKGROUND:

The Upper Salada Lift Station was originally constructed in 1979 and is located at 31447 Niguel Road, approximately 800 feet south of Clubhouse Drive. The facility collects wastewater from approximately 13,300 customers within a tributary area of two square miles in the City of Laguna Niguel. The lift station pumps an average of one million gallons per day of wastewater through a forcemain within Niguel Road for approximately 6,500 feet to a summit manhole located near the intersection with La Hermosa Avenue, at which point the force main ends and the wastewater flows by

gravity towards Crown Valley Parkway and ultimately towards the Regional Treatment Plant.

Several major improvements have occurred at the lift station since the original construction in 1979, including the installation of the current emergency standby generator (1990), expansion of the wet well (1999), pump replacements (2006), installation of a super oxygenation odor control system (2007), and most recently the electrical main switchboard and switchgear replacements (2019).

Because of the improvements made to the facility over time, inadequate space is available within the current site for a new generator system to be installed in compliance with current Orange County Fire Authority clearance regulations and electrical codes. As a result, property acquisition to expand the lift station facility was required. Collaborating with the adjacent property owner (Crest De Ville Community Association), a Grant Deed for approximately 1,900 square feet was issued to the District at no charge and recorded with the County of Orange. In addition, a 1,200 square foot Temporary Construction Easement for the contractor's use during construction was secured.

Additionally, within the newly acquired Grant Deed area, underlying easements existed belonging to multiple departments within the County of Orange. Subsequently, through extensive coordination with the County, these respective easements were also quitclaimed and recorded.

To develop the new area and incorporate the space into the current lift station site, this project includes site improvements consisting of: constructing new retaining walls and fencing along the westerly and southerly sides of the lift station where the expansion will occur; on-site asphalt paving; recoating the existing fencing; and installing new slide gate for site access. Additionally, a new diesel engine driven emergency generator will be installed along with a fuel system capable of fueling the generator for a 24-hour period to replace the existing natural-gas standby generator.

Construction documents for the project were prepared by Psomas. A categorical exemption was prepared in accordance with State CEQA Guidelines and a Notice of Exemption was filed with Orange County in May, 2017.

DISCUSSION:

A request for bids was issued to six qualified contractors. The District received two sealed bids for the subject contract on April 15, 2021. The table below summarizes the bids received:

Firm	Bid
Pacific Hydrotech Corporation	\$869,380
SS Mechanical Construction Corporation	\$935,828

Engineer's Estimate	\$741,844
----------------------------	------------------

Staff has determined that the lowest responsible and responsive bidder was Pacific Hydrotech Corporation. Staff has completed its review of the contract documents and has determined that they are in order. Pacific Hydrotech Corporation has performed quality work for the District in the past and is well-qualified to perform this type of work.

Additionally, staff has performed a detailed review of the submitted bid documents and the engineer's estimate and determined that the submitted costs are reasonable considering the current bidding climate for this type of construction. Therefore, staff recommends that the Board approve the construction services contract to Pacific Hydrotech Corporation in the amount of \$869,380.

Additionally, staff intends to procure specialty inspection services related to the electrical and structural work under the existing On-Call Construction Management and Inspection Services Agreements. These services are anticipated to be approximately \$50,000.

SUMMARY OF PROJECT BUDGET:

	Project Budget*	Proposed / Approved Contract	Proposed / Authorized Contingency	Total Proposed / Authorized Amount
Project Items				
Engineering	\$225,000	\$225,000	\$0	\$225,000
Geotechnical	\$10,000	\$10,000	\$0	\$10,000
Construction Contract	\$540,000	\$869,380	\$86,938	\$956,318
Specialty Inspection	\$50,000	\$50,000	\$0	\$50,000
Legal, Permits, District Labor	\$25,000	\$25,000	\$0	\$25,000
Totals	\$850,000	\$1,179,380	\$86,938	\$1,266,318

*\$170,034.84 has been expended to date.

Currently Proposed Amount

Attachments:

1. Exhibit A – Location Map
2. Exhibit B – Photos
3. Exhibit C – Vendor Contact List
4. Exhibit D – Pacific Hydrotech Corporation Bid Documents



Path: G:\GIS\Projects\Projects_Ongoing\Staff_Report_Exhibits\YU\UpperSalada\US.mxd

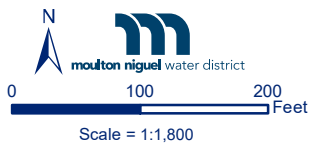


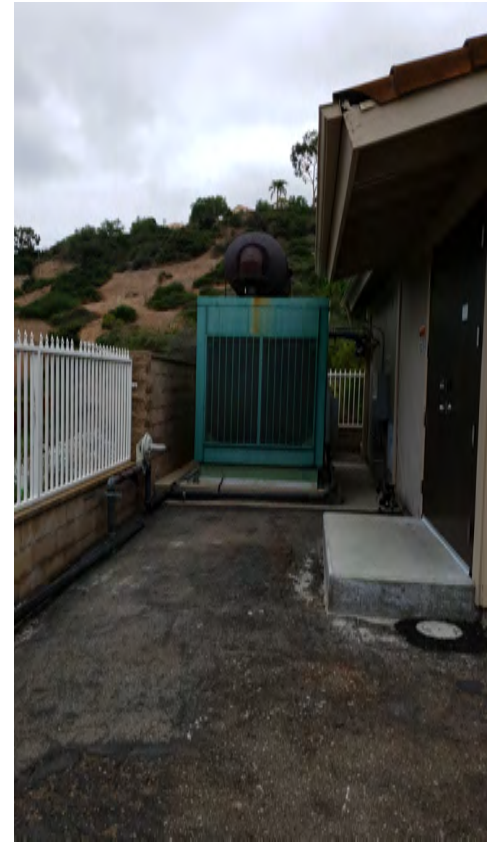
Exhibit "A" Location Map
Upper Salada Lift Station Auxiliary Generator Replacement
Contract No. 2012.024



Upper Salada Lift Station (panoramic)



Upper Salada Lift Station (looking north)



Existing Generator
at Upper Salada
Lift Station



Generator at Del Avion Lift Station
(Installed 2018)

**Exhibit "B" Photos
Upper Salada Lift Station Auxiliary Generator Replacement
Contract No. 2012.024**

Exhibit "C" Vendor Contact List

Company Name	Company Address	Contact Person	Telephone #	E-Mail
Pacific Hydrotech Corporation	314 E. 3rd St. Perris, CA 92570	Jo Baltazar	(951) 943-8803	jbaltazar@pachydro.com
SS Mechanical Construction Corporation	26561 Jacinto Dr. Mission Viejo, CA 92692	John Whelan	(714) 847-1317	john@ssmechanical.com

BID FORM
PROPOSAL TO
MOULTON NIGUEL WATER DISTRICT
FOR THE CONSTRUCTION OF:
UPPER SALADA LIFT STATION AUXILIARY GENERATOR REPLACEMENT
PROJECT CONTRACT NO. 2012.024

Name of Bidder: Pacific Hydrotech Corporation

Business Address: 314 E 3rd Street, Perris, CA 92570

Phone No. (951) 943-8803

TO: THE BOARD OF DIRECTORS,
MOULTON NIGUEL WATER DISTRICT (OWNER)

Pursuant to, and in compliance with, your Notice Inviting Sealed Proposals (“Bid(s)”) and the other documents relating thereto, the undersigned bidder, being fully familiar with the terms of the Contract Documents, local conditions affecting the performance of the Contract, the character, quality, quantities, and scope of the Work, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to furnish any and all of the labor, materials, tools, equipment, transportation, services, permits, utilities, and all other items necessary to perform the Contract and complete, in a workmanlike manner, all of the Work required in connection with the construction of said Work all in strict conformity with the plans and specifications and other Contract Documents, including Addenda Nos. 1, _____, and _____, for the prices hereinafter set forth.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein and that this proposal is made without collusion with any person, firm, or corporation as set forth in more detail in the Non Collision Affidavit executed herewith. Further, the bidder proposes and agrees, if the proposal is accepted, that it will execute a Contract with the OWNER in the form set forth in the Contract Documents and that bidder will accept in full payment thereof the following prices to wit:

SCHEDULE OF WORK ITEMS

PROPOSAL FOR: UPPER SALADA LIFT STATION AUXILIARY GENERATOR
REPLACEMENT

CONTRACT NO. 2012.024

ITEM NO.	APPROX. QUANTITY	UNITS	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1	1	LS	Mobilization/Demobilization	LS	\$ <u>42000</u>
2	1	LS	Verification of Utility Locations and Field Dimensions	LS	\$ <u>3000</u>
3	1	LS	Generator and Active Rypos DPF (See pre-negotiated proposal in Appendix D)	LS	\$ <u>172,980.00</u>
4	1	LS	All work associated with the Generator and Active Rypos DPF not included in the pre-negotiated proposal but required per plans and specifications including installation and all associated appurtenances	LS	\$ <u>5700</u>
5	1	LS	Diesel Fuel Tank	LS	\$ <u>117200</u>
6	1	LS	Startup and Testing	LS	\$ <u>4400</u>
7	1	LS	Record Documents, O&M, Manuals and Warranties	LS	\$ <u>500</u>
8	1	LS	Structural, Mechanical and Electrical Demolition	LS	\$ <u>16200</u>
9	1	LS	Site Demolition	LS	\$ <u>40500</u>
10	1	LS	Site Improvements	LS	\$ <u>27400</u>
11	1	LS	Site Perimeter Wall and Fence Improvements	LS	\$ <u>281600</u>
12	1	LS	Relocation of Load Bank	LS	\$ <u>9800</u>
13	1	LS	New Electrical Conduits and Wiring	LS	\$ <u>68200</u>
14	1	LS	SCADA Improvements	LS	\$ <u>0</u>

15	1	LS	Sliding Gate, including installation and all associated appurtenances	LS	\$ <u>38300</u>
16	1	LS	Restore concrete swale, concrete pavement, trail, and vegetation	LS	\$ <u>41600</u>
			Subtotal:		\$ <u>869,380</u>
			Addition (+)		\$(+) <u>0</u>
			Deduction (-)		\$(-) <u>0</u>
			Total Bid:		\$ <u>869,380</u>

TOTAL AMOUNT OF BID (WRITTEN IN WORDS):

EIGHT HUNDRED SIXTY NINE THOUSAND

THREE HUNDRED EIGHTY DOLLARS

Signature of Bidder: _____



Company Name: Pacific Hydrotech Corporation

Date: _____

4/9/21

It is understood that the foregoing quantities are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the CONTRACTOR's compensation will be computed upon the basis of the actual quantities in the completed Work whether they be more or less than those shown.

OWNER reserves the right to award the Work to the lowest responsible bidder based on any single schedule or combination of schedules of bid items deemed by OWNER in its sole discretion, to be in OWNER's best interest.

* Provision is made here for the bidder to include an addition or deduction in their Bid, if bidder wishes, to reflect any last-minutes adjustments in price. The addition or deduction, if made, will be proportionately applied to the progress payments for items N/A, _____, _____, and _____. (If no items are listed, the addition or deduction shall be treated as a separate bid item, and payment or deduction for this item shall be proportionate to the percentage payment for the completed work.)

Selection of lowest responsible bidder will be based on Base Bid Items + Optional Bid Items + Addition - Deduction.

(Public Contracts Code Section 7106)

NONCOLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID

State of CALIFORNIA)
) ss
County of RIVERSIDE)

JOSELITO GUINTU, being first duly sworn, deposes and says that he/she is VICE PRESIDENT of Pacific Hydrotech Corporation, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that or any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 4/9/21 [date], at Perris [city], California [state].

BIDDER:

Pacific Hydrotech Corporation
[Type full name of Bidder]

By: 

JOSELITO GUINTU V.P.
[Print name and title]

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

STATE OF)
) ss
COUNTY OF)

On _____ before me, _____
_____ (here insert name and title of the officer), personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL) Signature

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of RIVERSIDE

On April 9, 2021 before me, KRISTINE LEW, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared JOSELITO.GUINTU
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Kristine Lew
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

Document Date: 04/09/2021 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Joselito Guintu

Corporate Officer – Title(s): VICE PRESIDENT

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: PACIFIC HYDROTECH CORPORATION

Signer's Name: NONE

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

**STATEMENTS BY BIDDER &
DESIGNATION OF SUBCONTRACTORS
UPPER SALADA LIFT STATION AUXILIARY GENERATOR REPLACEMENT
PROJECT CONTRACT NO. 2012.024**

Bidder shall indicate opposite each item listed below the name of the manufacturer or supplier and location of plant proposed to be used under the Contract. Award of Contract under this proposal (bid) will not imply approval by OWNER of a manufacturer or supplier listed by the bidder. However, if a manufacturer or supplier is acceptable to OWNER, the successful bidder shall furnish the items from the manufacturer or supplier indicated. Any manufacturer or supplier listed in the Contract may be substituted, changed, or omitted by the successful bidder, subject to the approval of OWNER, without subjecting OWNER to any liability for the substitution, change or omission.

The listing of any manufacturer or supplier in the Agreement does not, and is not intended to, grant any right, title, or interest in the Contract for the benefit of the named manufacturer or supplier. Each bidder shall inform in writing each named manufacturer or supplier that the so named manufacturer or supplier is listed for information purposes only and they may be substituted, changed, or omitted by the successful bidder, subject to the approval of OWNER, without subjecting OWNER to any liability for the substitution, change or omission. The successful bidder shall reimburse OWNER for any expenses incurred by OWNER as a result of the successful bidder's failure to so notify each named manufacturer or supplier.

The listing of lead times for delivery is for informational purposes only and will not affect the Contract time(s) specified herein or entitle the successful bidder to an extension(s) of time. The successful bidder is responsible for obtaining delivery of all items at times that will ensure completion within the Contract time(s).

A. The bidder intends to furnish materials supplied by the following manufacturers (bidder to list ONE manufacturer only for each item.) Lead-time for delivery, from date of signing Contract, shall be as follows:

<u>Item</u>	<u>Manufacturer</u>	<u>Calendar Days</u>
Diesel Fuel Tank	CONVAULT	91
Waterproof Membrane	CARLISLE	10
	WATERPROOFING	

B. In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 - 4114) and any amendments thereof, each bidder shall set forth below: (a) **the name, license number, and location of the place of business** of each subcontractor who will perform work or labor or render services to the prime contractor in or about the Project, or a subcontractor who under subcontract to the prime contractor, specially

fabricates and installs a portion of the work or improvements according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act.

Name of Subcontractor, CONTRACTOR License Number, & DIR Registration Number	Address of Offices	Division of Work or Trade to Be Subcontracted
<u>RP CONTROLS</u> <u>981508</u> <u>1000642037</u>	<u>1895 W COMMONWEALTH^{AJF}</u> <u>FULLERTON, CA 92633</u>	<u>ELECTRICAL</u>
<u>MC PAINTING</u> <u>695478</u> <u>1000026859</u>	<u>504 JONES RD.</u> <u>OCEANSIDE, CA 92058</u>	<u>COATINGS</u>
<u>ONYX PAVING</u> <u>630360</u> <u>1000004798</u>	<u>2890 E LA CRESTA^{AF}</u> <u>ANAHEIM, CA 92806</u>	<u>ASPHALT</u> <u>PAVING</u>
<u>CMC COMMERCIAL</u> <u>778010</u> <u>1000000298</u>	<u>METALS</u> <u>5425 INDUSTRIAL PKWY</u> <u>SAN BERNADINO, 92407</u> <u>CA</u>	<u>REBAR</u>
<u>ECONO FENCE</u> <u>337734</u> <u>1000001395</u>	<u>5261 PEDLEY RD</u> <u>RIVERSIDE, CA 92509</u>	<u>FENCE</u>

C. Except as hereinabove provided, bidder acknowledges and agrees that bidder will perform all required Work in accordance with Section 4106 of the Public Contracts Code.

D. Person who inspected site of the proposed Work for your firm:

Name: David Layson Date of Inspection: 3/30/2021

Name: _____ Date of Inspection: _____

fabricates and installs a portion of the work or improvements according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act.

<u>Name of Subcontractor, CONTRACTOR License Number, & DIR Registration Number</u>	<u>Address of Offices</u>	<u>Division of Work or Trade to Be Subcontracted</u>
_____	_____	_____
_____	_____	_____
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_____	_____	_____

C. Except as hereinabove provided, bidder acknowledges and agrees that bidder will perform all required Work in accordance with Section 4106 of the Public Contracts Code.

D. Person who inspected site of the proposed Work for your firm:

Name: David Layson Date of Inspection: 3/30/2021

Name: _____ Date of Inspection: _____

E. It is agreed that, if requested by the OWNER, the bidder shall furnish a notarized financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of its current financial condition.

F. The undersigned represents the bidder is licensed in accordance with the California State CONTRACTOR's License Law, as follows:

License: Primary Class A License No. 518355
DIR Registration No. 1000002987
Supplemental Classification held, if any: B

BID SECURITY DECLARATION
UPPER SALADA LIFT STATION AUXILIARY GENERATOR REPLACEMENT
PROJECT CONTRACT NO. 2012.024

ACCOMPANYING THIS PROPOSAL IS Bidder's Bond

Insert the words "Bidders Bond," "Cashier's Check," or "Certified Check," as the case may be, in an amount which is equal to (at least) ten percent (10%) of the total amount of the Bid, payable in lawful money of the United States to the

MOULTON NIGUEL WATER DISTRICT ("OWNER")

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the OWNER in case this proposal is accepted by the OWNER and the undersigned fails to execute a Contract with the OWNER as specified in the Contract Documents or fails to furnish the required payment and performance bonds with sureties satisfactory to OWNER and required insurance certificates and endorsements. Should the OWNER be required to engage the services of attorney(s) in connection with the enforcement of this Bid, bidder promises to pay OWNER's reasonable attorneys' fees and costs, incurred with or without suit. The bidder's liability to OWNER for failure to do any of the foregoing shall not be limited to the amount of the deposited security in the form set forth above.

The names of all persons interested in the foregoing proposals as principals are as follows: (NOTICE – If bidder or other interested person is a **corporation**, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a **general partnership**, state true name of firm, also names of all individual partners composing firm; if a **limited partnership**, the names of all general partners and limited partners; if bidder or other interested person is an **individual**, state first and last names in full; if the bidder is a **joint venture**, state the complete name of each venturer).

Please see attached resolution *

PACIFIC HYDROTECH CORPORATION
a California Corporation

CORPORATE RESOLUTION
March 25, 2021

RESOLVED, that James Kirk Harns – President, Sean Harns – President Water Works Division, Joselito Guintu – Vice President, June Diaz – CFO; each has the authority to sign contracts on behalf of the corporation.

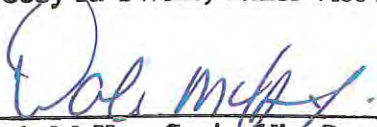
BE IT FURTHER RESOLVED that these resolutions may be executed in any number of counterparts and delivered by facsimile, e-mail PDF or other electronic means, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument.




James Kirk Harns, President



Bobby R. Owens, Senior Vice President



Dale McKay, Senior Vice President



Sean J. Harns, President – Water Works Division



Greg Chehey, Vice President



Joselito M. Guintu, Vice President



Sean F. Finnegan, Shareholder



Christy L. Harns, Secretary

ADDENDA ACKNOWLEDGMENT

Bidder shall signify receipt of all addenda (if any) here:

Addenda Nos. 1

Respectfully submitted,

Pacific Hydrotech Corporation
CONTRACTOR or Authorized Representative

By: 

314 E 3rd Street

Perris, CA 92570
Complete Business Address

(951) 943-8803
Telephone Number

518355
CONTRACTOR's License Number

Dated: 4 / 9 /, 2021

NOTE: If bidder is a corporation, the legal name of the **corporation** shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation and the corporate seal. If bidder is a **partnership**, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership. If the bidder is an **individual**, his signature shall be placed above. If the bidder is a **joint venture**, the name of the joint venture shall be set forth above with the signature of an authorized representative of each venturer.

CERTIFICATION OF BIDDER AND QUALIFICATIONS

The undersigned bidder certifies that bidder is, at the time of bidding, and shall be, throughout the period of the Contract, licensed by the State of California to do the type of Work required under the terms of the Contract Documents. Bidder further certifies that bidder is skilled and regularly engaged in the general class and type of Work called for in the Contract Documents.

The undersigned bidder certifies that it is not an ineligible contractor for the purposes of California Labor Code Section 1777.1 or 1777.7. The undersigned further certifies that no subcontractor to be used for the performance of the Work is an ineligible contractor for the purposes of Labor Code Section 1777.1 or 1777.7.

The bidder represents that bidder is competent, knowledgeable and has special skills regarding the nature, extent and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work, which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property.


Bidder expressly acknowledges that bidder is aware of such peculiar risks and that bidder has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction Work with respect to such hazards.

Furthermore, bidder hereby certifies to OWNER that all representations, certifications, and statements made by bidder, as set forth in this bid, are true and correct and are made under penalty of perjury.

Signed this 9 day of APRIL, 2021

Pacific Hydrotech Corporation
Name of Bidder

518355
CONTRACTOR's License No.


Signature of Bidder

9/30/2021
License Expiration Date

V.P.
Title of Signator

NOTICE: Pursuant to the requirements of California Business and Professions Code, Section 7028.15(e), a bid submitted to the OWNER by a contractor who is not licensed pursuant to Chapter 9, of Division 3, of the Business and Professions Code, shall be considered nonresponsive and shall be rejected as provided for by law.

BID BOND

We, Pacific Hydrotech Corporation as Principal,
and Liberty Mutual Insurance Company as Surety,
jointly and severally, bind ourselves, our heirs, representatives, successors and assigns, as set forth
herein, to the

MOULTON NIGUEL WATER DISTRICT

(herein called OWNER) for payment of the penal sum of Ten Percent of Bid Amount

 Dollars (\$ 10%) lawful money of the United

States. Principal has submitted the accompanying bid for the construction of:

**UPPER SALADA LIFT STATION AUXILIARY GENERATOR
REPLACEMENT PROJECT - CONTRACT NO. 2012.024**

If the Principal shall not withdraw said Bid within the period of time set forth in the Contract Documents, and shall within fifteen (15) calendar days after the prescribed forms are presented to the Principal for signature enter into a written contract with OWNER in accordance with the Bid as accepted, and if the Principal shall give the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of such contract, and for the protection of laborers and materialmen, or in the event of the withdrawal of the Bid within the period specified, or the failure to enter into the Agreement, and give such bonds within the time specified, if the Principal shall within sixty (60) days after request by OWNER pay to OWNER the difference between the amount specified in the Bid and the amount for which OWNER may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise it shall remain in full force and effect.

Forfeiture of this bond, or any deposit made in lieu thereof, shall not preclude the OWNER from seeking all other remedies provided by law to cover losses sustained as a result of the Principal's failure to do any of the foregoing and this bond shall not be a limitation on Principals' liability therefor.

Principal and Surety agree that if the OWNER is required to engage the services of an attorney(s) in connection with the enforcement of this bond, each shall pay OWNER's costs and reasonable attorney fees incurred with or without suit.

Executed on April 7, 2021

Pacific Hydrotech Corporation

Principal

By

JOSE LUIS QUINTANA

V.P.

Title

(CORPORATE SEAL)

(ATTACH NOTARY ACKNOWLEDGMENT OF AUTHORIZED REPRESENTATIVE OF PRINCIPAL)

Any claims under this bond may be addressed to:

Liberty Mutual Insurance Company

(Name and address of Surety)

790 The City Drive South, Suite 200

Orange, CA 92868

(Name and address of Surety's agent for service of process in California, if different from above)

Surety: (714) 634-5712 / Agent: (619) 238-1828

(Telephone number of Surety's agent in California)

(ATTACH NOTARY ACKNOWLEDGMENT)

Liberty Mutual Insurance Company

Surety

By

(Attorney-in-Fact)

Lawrence F. McMahon

NOTICE

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business, and have an agent for service of process, in California. A certified copy of Power of Attorney must be attached.

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of RIVERSIDE

On April 9, 2021 before me, KRISTINE LEW, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared JOSELITO GUINTU
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature *Kristine Lew*
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: BID BOND

Document Date: 04/07/2021 Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Joselito Guintu

Corporate Officer – Title(s): VICE PRESIDENT

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: PACIFIC HYDROTECH CORPORATION

Signer's Name: NONE

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189

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

STATE OF CALIFORNIA

County of San Diego }

On APR 07 2021 before me, Maria Guise, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Lawrence F. McMahon
Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public Maria Guise



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing:
Surety Company

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing:



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204402-024019

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Dale G. Harshaw; Geoffrey Shelton; Janice Martin; John R. Qualin; Lawrence F. McMahon; Minna Huovila; Sarah Myers; Tara Bacon

all of the city of San Diego state of CA each individually if there be more than one named, Its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, In pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of October, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 22nd day of October, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of April, 2021.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

**BIDDER'S CERTIFICATE OF INSURANCE FOR
GENERAL LIABILITY, AUTOMOTIVE LIABILITY, PROFESSIONAL LIABILITY,
WORKERS' COMPENSATION AND ALL RISK**
(To Accompany Proposal)

**UPPER SALADA LIFT STATION AUXILIARY GENERATOR REPLACEMENT
PROJECT
CONTRACT NO. 2012.024**

As a required part of the Bidder's proposal the Bidder must attach either of the following to this page.

- 1) Certificates of insurance and endorsements showing conformance with the requirements as listed in Section 8 of the General Provisions and Special Provisions herein for each of:

- Commercial General Liability
- Business Automobile Liability
- Professional Liability
- Workers Compensation
- All Risk Builders Risk, if required

OR,

- 2) Statement with an insurance carrier's notarized signature stating that the carrier can, and, upon payment of fees and/or premiums by the Bidder, will issue to the Bidder policies of insurance for Commercial General Liability, Business Automobile Liability, Professional Liability, Workers Compensation and All Risk Builders Risk, if required, in conformance with the requirements herein and certificates of insurance and endorsements to the OWNER showing conformance with the requirements herein.

All certificates of insurance and endorsements and statements of willingness to issue insurance for policies offered to meet the specification of this contract must:

- i. Meet the conditions stated in The Notice Inviting Bids, the General Provisions, and the Special Provisions for this work for each insurance company that the CONTRACTOR proposes.
- ii. As to business automobile insurance policies, cover any vehicle used in the performance of the contract, used onsite or offsite, whether owned, non-owned or hired, and whether scheduled or non-scheduled.



PACIFIC HY

JLOPEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/6/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER THE BROKERAGE COMMERCIAL INSURANCE SERVICES, Inc. 20261 SW Acacia St., Suite 200 Newport Beach, CA 92660	CONTACT NAME: _____ PHONE (A/C, No, Ext): (949) 287-5677 FAX (A/C, No): _____ E-MAIL ADDRESS: _____
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Executive Risk Indemnity, Inc. NAIC # 35181
	INSURER B: Federal Insurance Company 20281
	INSURER C: Travelers Property Casualty Company of America 25674
	INSURER D: Underwriters at Lloyds 085202 INSURER E: Great American Ins. Co. 16691 INSURER F: _____
INSURED Pacific Hydrotech Corporation 314 E. 3rd St. Perris, CA 92570	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____		54309452	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		54309451	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		ZUP-10S85460-20-NF	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 10,000,000
						AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		54309453	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
						E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Prof/Poll Liab.		PPAC1005720	7/1/2020	7/1/2021	See below for limits
E	Excess Liability		TUE345334900	7/1/2020	7/1/2021	Occurrence/Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Sample Certificate.
** Contractor's Pollution Liability (Policy #PPAC1005720) - \$5,000,000 Per Claim / Aggregate Limit**
** Professional Liability (Policy #PPAC1005720) - \$1,000,000 Per Claim / \$2,000,000 Aggregate Limit**

CERTIFICATE HOLDER *Sample Certificate	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



AGENCY CUSTOMER ID: PACIFIC HY

JLOPEZ

LOC #: 0

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY THE BROKERAGE COMMERCIAL INSURANCE SERVICES, Inc.		NAMED INSURED Pacific Hydrotech Corporation 314 E. 3rd St. Perris, CA 92570	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Cancellation:

***Except 10 Days Notice of Cancellation for Non-Payment of Premium.**

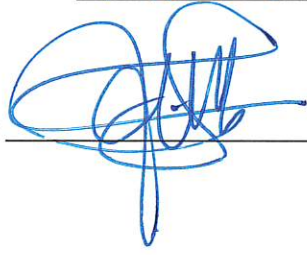
Should this policy be cancelled before the expiration date, The Brokerage Commercial Insurance Services, Inc. will mail 30 (thirty) days written notice to those Certificate Holders which require such action per contract or agreement.*

BIDDER'S CERTIFICATION

I acknowledge receipt of Addendum No. 1 and accept all conditions contained herein.

Date: 4/9/21

BIDDER: PACIFIC HYDROTECH CORP

BY:  _____



moulton niguel water district

STAFF REPORT

TO: Board of Directors **MEETING DATE:** May 10, 2021

FROM: Rod Woods, Director of Engineering
Steve Merk, Superintendent of Engineering

SUBJECT: Amendment No.1 for On-Call Construction Support Services

SUMMARY:

Issue: Board action is required to execute Amendment No. 1 to the On-Call Construction Support Services Agreements with Ferreira Construction Co., Inc., and T. E. Roberts, Inc.

Recommendation: It is recommended that the Board of Directors approve Amendment No. 1 to the On-Call Construction Support Services Agreement with Ferreira Construction Co., Inc. in the amount of \$1,250,000 for a total not-to-exceed amount of \$2,500,000; and Amendment No. 1 to the On-Call Construction Support Services Agreement with T. E. Roberts, Inc. in the amount of \$1,250,000 for a total not-to-exceed amount of \$2,500,000; and authorize the General Manager or Assistant General Manager to execute the amendments.

Fiscal Impact: The fiscal impact will depend on the amount of construction support services required. The agreements will be funded with projects from the Capital Improvement Program and the Operating Budget as needed for construction support services.

Reviewed by Legal: Yes

BACKGROUND:

In May of 2020, the District solicited contracts for on-call construction support services to assist the District with necessary maintenance, repairs, or replacements within the potable water, recycled water, and wastewater systems. The District's Operations Department manages the majority of repair and maintenance activities and will primarily utilize the on-call construction contracts to supplement the existing staff to support the volume of necessary work. In addition, these contractors are utilized when repair work involves activities not normally performed by District staff (e.g. welding, unusual appurtenances, large infrastructure, etc.). Lastly, these

contracts assist staff in responding to emergency repairs throughout the District's service area that require prompt or immediate attention.

In July of 2020, the District's Board of Directors awarded contracts for On-Call Construction Support Services to the following contractors:

- Ferreira Construction Co, Inc.
- Paulus Engineering, Inc.
- Shoffeitt Pipeline, Inc.
- T. E. Roberts, Inc.

Each contract was approved for an amount not-to-exceed \$1,250,000 per agreement and are managed on a work order basis by the District staff. On a quarterly basis, the District staff provides a summary of the construction activities occurring throughout the service area and includes a summary of the work orders issued utilizing the on-call construction contracts. A copy of the current summary of the work orders issued under these contracts has been included as an attachment.

DISCUSSION:

Since the execution of the On-Call Construction Support Services agreements, an increase in the use of outside construction support services has been required. The original estimate of anticipated work under these agreements was not sufficient.

One significant part of this increase has been attributable to service line replacements. Although the Operations Department routinely responds to the leaks and replaces most of the service lines, support from outside contractors has been necessary to address issues in a timely manner. By utilizing outside contractors, the District has been able to reduce its repair times, such that the average time is now under one week for surfacing leaks. District staff continues to review resources to continue to improve repair times.

Over the past several years, there has also been an increase in the number of service line replacements completed by the On-Call Construction Support Contractors, from 60 in FY2018-19, to 91 in FY2019-20, and 139 to date in FY2020-21. A significant portion of this increase over the past 14-months are due to the impacts from the COVID pandemic, such as modified work practices. In addition, this past year has experienced a 30% increase in the number of service line leaks overall (compared to the previous 3 years).

Next, with the efforts and projections of the District's proactive leak detection team, it is anticipated that additional subsurface leaks will be identified that require a residential water service to be removed and replaced within the next two years. Many of the service lines associated with the subsurface leaks will likely need to be completed by the On-Call Construction Support contractors.

Additionally, impacts from Covid and other workload related issues to the District's contractors have required staff to utilize Ferreira Construction Co. Inc. and T.E.

Roberts, Inc. for more work than the other two on-call contractors over the past year. As such, staff is only requesting amendments to these two contracts. There are sufficient funds remaining in the contracts for Paulus Engineering, Inc. and Shoffeitt Pipeline, Inc. at this time.

Staff is recommending that the Board of Directors authorize the General Manager or the Assistant General Manager to execute Amendment No. 1 to the On-Call Construction Support Services Agreement with Ferreira Construction Co., Inc., in the amount of \$1,250,000 for a total not-to-exceed amount of \$2,500,000 and Amendment No. 1 to the On-Call Construction Support Services Agreement with T. E. Roberts, Inc. in the amount of \$1,250,000 for a total not-to-exceed amount of \$2,500,000.

It is expected that these amendments will address the current needs for ongoing repairs and replacements of District infrastructure. However, staff will continue to assess the costs, response times, and other factors associated with utilizing internal crews and outside contractors for system repairs and improvements to provide the best overall value to the District. Considering the current projections for emergency and service line repairs, staff anticipates bringing a subsequent recommendation to the Board of Directors prior to the expiration of the current agreements.

Attachments:

1. On-Call Construction Support Services Work Order Summary
2. Amendment No. 1 to the Agreement with Ferreira Construction Co., Inc. for On-Call Construction Support Services
3. Amendment No. 1 to the Agreement with T. E. Roberts., Inc. for On-Call Construction Support Services
4. Agreement with Ferreira Construction Co., Inc. for On-Call Construction Support Services
5. Agreement with T. E. Roberts, Inc. for On-Call Construction Support Services

On-Call Construction Support Services
Work Order Summary

Work Order	Description	T. E. Roberts	Paulus	Shoffeitt	Ferreira
WO-01	Replace 5 Valves at Crown Valley PS, Laguna Niguel	\$ 57,619.92			
WO-02	Replace Leaking 6-inch Valve Marguerite Parkway, Mission Viejo	\$ 19,230.47			
WO-03	Replace 12-inch Stacked Vents Moulton Parkway, Laguna Hills	\$ 5,414.23			
WO-04	Raise to Grade 2 @ 2-inch Air Vacs Along Railroad near Camino Capistrano	\$ 19,592.89			
WO-05	Replace Leaking Tee and 3 Valves on Via Linda, Mission Viejo				\$ 40,033.93
WO-06	Replace 3 Water Services		\$ 34,004.44		
WO-07	Replace 18 Water Services	\$ 120,232.25			
WO-08	Replace 3 Water Services				\$ 22,160.43
WO-09	Repair Leaking 16" Steel Mainline at Southridge PS/Reservoir				\$ 30,198.65
WO-10	Repair Leak on 24" Southwestern Transmission Main, Mission Viejo		\$ 37,186.52		
WO-11	Replace Tee and 3 @ RW Valves on Greenfield, Laguna Niguel		\$ 56,823.88		
WO-12	Replace 2" Water Services		\$ 19,975.00		
WO-13	Repair 12-inch PW Mainline Leak on Crown Valley Parkway, Laguna Niguel	\$ 36,208.38			
WO-14	Install 2-Inch Service (200-Ft Run) at Laguna Sur Res., Laguna Niguel				\$ 19,448.89
WO-15	Replace 17 Water Services				\$ 120,303.71
WO-16	Replace Leaking 8-inch Tee and Valves on Thackery, Laguna Niguel				\$ 36,385.53
WO-17	Replace 6 Water Services		\$ 27,096.90		
WO-18	Repair Leaking DCDA on Puerta Real, Mission Viejo				\$ 23,905.46
WO-19	Repair 8-inch DI Easement Line on Easton Lane, Laguna Niguel				\$ 6,602.84
WO-20	Repair 12-inch RW Mainline on Rancho Niguel, Laguna Niguel		\$ 48,255.83		
WO-21	Replace 9 valves on Kensington, Laguna Niguel				\$ 83,701.03
WO-22	Replace 10-Inch Valve on Pacific Island Dr., Laguna Niguel	\$ 16,309.74			
WO-23	Replace 4 Water Services	\$ 29,749.01			
WO-24	Repair 12-inch RW Mainline on Alicia Parkway, Laguna Niguel				\$ 153,919.24
WO-25	Replace 5 Water Services		\$ 61,968.26		
WO-26	Repair Potable and RW Mainline Leaks on Nellie Gail Road, Laguna Hills				\$ 64,928.00
WO-27	Repair 10-Inch Potable Mainline on Spadra Lane, Mission Viejo	\$ 10,604.13			
WO-28	Replace 6 Water Services				\$ 28,598.83
WO-29	Repair 21-inch PW Mainline Leak on La Paz Road, Mission Viejo				\$ 29,746.92
WO-30	Replace 12x8-inch Tee and Valves on Niguel Rd., Laguna Niguel	\$ 83,685.53			
WO-31	Replace Leaking Hydrant on Plaza De La Paz, Mission Viejo				\$ 6,833.33
WO-32	Replace Tee and Valves on Jaeger, Laguna Niguel				\$ 34,225.02
WO-33	Replace Valves at PID Reservoir 1 / Pump Station 2, Laguna Niguel	\$ 35,550.47			
WO-34	Replace 10 Water Services	\$ 107,838.23			
WO-35	Replace 8 Water Services	\$ 69,431.17			
WO-36	Replace 4 Water Services		\$ 31,278.40		
WO-37	Replace 5 Water Services				\$ 40,539.89
WO-38	Repair 8-Inch Potable Easement Line on Flying Cloud, Laguna Niguel				\$ 25,133.85
WO-39	Repair 10-Inch Potable Easement Line on Centre Court, Laguna Niguel	\$ 25,178.17			
WO-40	Replace Suction Piping at Highlands PS, Laguna Niguel				
WO-41	Replace 6-inch Valve on Sea Breeze Ln., Laguna Niguel	\$ 9,049.30			

On-Call Construction Support Services
Work Order Summary

Work Order	Description	T. E. Roberts	Paulus	Shoffeitt	Ferreira
WO-42	Repair 8-inch Mainline on Villa Mira, Laguna Niguel				\$ 31,057.08
WO-43	Replace 8-inch Valve Interconnect at Big Niguel PS, Laguna Niguel				
WO-44	Repair 6-Inch Potable Mainline on Pacific Island Dr., Laguna Niguel	\$ 5,934.21			
WO-45	Repair Vent Pipes at Valencia PS, Laguna Hills	\$ 400.58			
WO-46	Replace Pavement at Valencia LS, Laguna Hills	\$ 19,601.17			
WO-47	Replace 10-inch Valve at PID Reservoir 2 / Pump Station 3, Laguna Niguel	\$ 35,550.47			
WO-48	Replace 7 Water Services				\$ 54,052.20
WO-49	Replace 2 Water Services				\$ 11,744.64
WO-50	Replace 2 Water Services				\$ 12,357.40
WO-51	Replace 5 Water Services				\$ 45,835.43
WO-52	Replace Tee and Valves on Puerta Real, Mission Viejo				\$ 53,053.89
WO-53	Repair 12-inch & 8-Inch RW Mainlines at MVCC, Mission Viejo				\$ 113,480.62
WO-54	Replace 11 Water Services	\$ 90,120.00			
WO-55	Leak Investigations on 24" PW Mainline on Aliso Creek Rd., Laguna Niguel	\$ 13,511.55			
WO-56	Remove Stuck Root Cutter in Sewer on Alicia Parkway, Laguna Niguel				\$ 16,316.65
WO-57	Replace 6-inch Tee and Valves on Puerta Real, Mission Viejo				\$ 31,536.96
WO-58	Replace 21 Water Services			\$ 129,462.00	
	Total	\$ 810,811.87	\$ 316,589.23	\$ 129,462.00	\$ 1,136,100.42

**AMENDMENT NO. 1 TO THE AGREEMENT
BETWEEN MOULTON NIGUEL WATER DISTRICT AND
FERREIRA CONSTRUCTION CO., INC. FOR
ON-CALL CONSTRUCTION SUPPORT SERVICES
CONTRACT NO. OM19-20.089a**

This Amendment No. 1 (this "Amendment") is entered into and effective as of _____, amending the On-Call Agreement dated July 13, 2020 (the "Agreement"), by and between Moulton Niguel Water District ("MNWD"), and Ferreira Construction Co., Inc. ("Contractor") (collectively, the "Parties"). Any capitalized terms used but not defined herein shall have the meaning assigned to them in the Agreement.

RECITALS

A. WHEREAS, on July 13, 2020, the Parties entered into the Agreement for on-call services through July 12, 2023 for a total not-to-exceed amount of \$1,250,000; and

B. WHEREAS, the Parties desire to increase the amount Contractor may be paid by an additional \$1,250,000, with the same Scope of Work and Fees as in the Agreement.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, MNWD and Contractor agree as follows:

1. All payments and services associated with this Amendment shall not exceed \$1,250,000.

2. The Parties agree that the total Agreement amount, including this Amendment, shall not exceed Two Million Five Hundred Thousand Dollars (\$2,500,000).

3. All requisite insurance policies to be maintained by the Contractor pursuant to the Agreement will include coverage for this Amendment.

4. All other provisions of the Agreement will remain in full force and effect. In the event of any conflict or inconsistency between the Agreement and this Amendment, the terms of this Amendment shall control.

5. The individuals executing this Amendment and the instruments referenced in it on behalf of the Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Amendment.

MOULTON NIGUEL WATER DISTRICT:

FERREIRA CONSTRUCTION CO., INC.:

By: _____

By: _____
(Authorized Representative of Contractor)

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

**AMENDMENT NO. 1 TO THE AGREEMENT
BETWEEN MOULTON NIGUEL WATER DISTRICT AND
T. E. ROBERTS, INC. FOR
ON-CALL CONSTRUCTION SUPPORT SERVICES
CONTRACT NO. OM19-20.089d**

This Amendment No. 1 (this "Amendment") is entered into and effective as of _____, amending the On-Call Agreement dated July 13, 2020 (the "Agreement"), by and between Moulton Niguel Water District ("MNWD"), and T. E. Roberts, Inc. ("Contractor") (collectively, the "Parties"). Any capitalized terms used but not defined herein shall have the meaning assigned to them in the Agreement.

RECITALS

A. WHEREAS, on July 13, 2020, the Parties entered into the Agreement for on-call services through July 12, 2023 for a total not-to-exceed amount of \$1,250,000; and

B. WHEREAS, the Parties desire to increase the amount Contractor may be paid by an additional \$1,250,000, with the same Scope of Work and Fees as in the Agreement.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, MNWD and Contractor agree as follows:

1. All payments and services associated with this Amendment shall not exceed \$1,250,000.

2. The Parties agree that the total Agreement amount, including this Amendment, shall not exceed Two Million Five Hundred Thousand Dollars (\$2,500,000).

3. All requisite insurance policies to be maintained by the Contractor pursuant to the Agreement will include coverage for this Amendment.

4. All other provisions of the Agreement will remain in full force and effect. In the event of any conflict or inconsistency between the Agreement and this Amendment, the terms of this Amendment shall control.

5. The individuals executing this Amendment and the instruments referenced in it on behalf of the Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Amendment.

MOULTON NIGUEL WATER DISTRICT:

T. E. ROBERTS, INC.:

By: _____

By: _____
(Authorized Representative of Contractor)

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

**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 07/13/2020 (“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.

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 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

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,

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.

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:

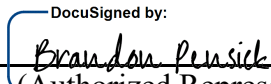
By:  _____
386397D8EC41493...

Printed Name: Matt Collings

Title: Assistant General Manager

Dated: 07/13/2020

FERREIRA CONSTRUCTION CO., INC.:

By:  _____
Authorized Representative of Contractor

Printed Name: Brandon Pensick

Title: Vice President

Dated: 07/10/2020

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.

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

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,

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

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

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.

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.

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



 Ferreira Construction Co. Inc.

Company Name

 Ferreira Coastal Construction Co.

Date

 06.02.2020



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. It lists various equipment types such as tractors, pickup trucks, and utility vehicles with their respective specifications and rates.

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	\$ 3.66	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	OUIHS	PUMWA	additional 50 feet	HR	\$ 0.15	23	0.37	0.66	PUMWA	OUIHS	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 Sawker?	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	

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.

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.

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 07/13/2020 (“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.

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

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.

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.

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.

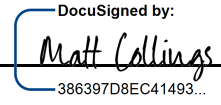
11.12 Each Party represents and warrants this Agreement is valid and binding, is duly authorized by appropriate corporate or approving action, and that the person initialing this Agreement has the authority to bind such Party to this Agreement

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:

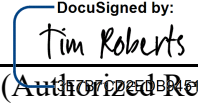
By:  _____
386397D8EC41493...

Printed Name: Matt Collings

Title: Assistant General Manager

Dated: 07/13/2020

T.E. ROBERTS, INC.:

By:  _____
41470250BBE4
(Authorized Representative of Contractor)

Printed Name: Tim Roberts

Title: President

Dated: 07/10/2020

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.

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

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,

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

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

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.

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.

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 6-2-2021



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

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,

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.

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.

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)



moulton niguel water district

STAFF REPORT

TO: Board of Directors **MEETING DATE:** May 10, 2021

FROM: Todd Novacek, Director of Operations
Adrian Tasso, Superintendent of Operations

SUBJECT: Purchase of Service Truck with Crane

SUMMARY:

Issue: Purchase of a 2022 Ford F-450 with Service Body and 3500-pound crane (Tool Truck).

Recommendation: It is recommended that the Board of Directors approve the purchase of a 2022 Ford F-450 with Service Body and Crane for \$87,268.

Fiscal Impact: Sufficient funds are included in the adopted Fiscal Year 2020-2021 budget for the purchase of the service truck.

Reviewed by Legal: Not applicable

BACKGROUND:

The District maintains a total of 62 potable water, recycled water, and wastewater facilities throughout its service area. Maintenance activities include replacement of pumps, motors, valves and other heavy equipment. Currently, the District utilizes Unit #54 (see attached photos) to transport the equipment. The crane assists staff to remove the existing infrastructure and install the replacement equipment. The existing Unit #54 is a 2004 Chevrolet 3500 with 138,000 miles increasing maintenance requirements. District staff is proposing to replace the truck with a similar new truck of similar size and function.

DISCUSSION:

District staff sent a request for quotations (RFQ) to six vendors to find the best pricing based on the vehicle requirements. Staff evaluated the quotations and found that Fritts Ford had the lowest price for the required vehicle. The quotations received are summarized in the table below.

Dealer	Total Price
Fritts Ford	\$87,268
Vista Ford Lincoln of Oxnard	\$92,105
Ken Grody	No Bid
Tuttle Click Irvine	No Bid
Santa Margarita Ford	No Bid
Villa Ford	No Bid

Staff has reviewed the quotes from the two dealers and is recommending the Board approve the purchase of the 2022 F-450 from Fritts Ford.

Attachment: Exhibit A Service Truck with Crane Photos



**Exhibit "A" Photos
Service Truck with Crane**