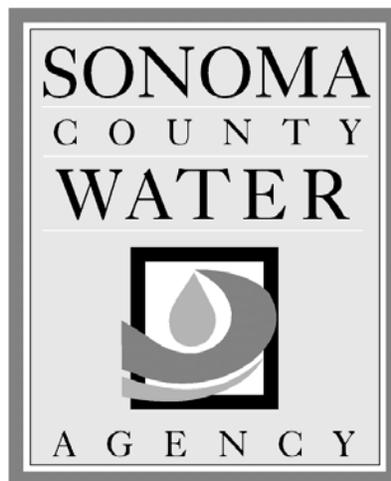


CONTRACT NO.
45-5.1-7 #1A

PROJECT MANUAL
VOLUME 1 OF 3
FOR

Mirabel Fish Screen and Fish Ladder Replacement



MARCH 2014

DOCUMENT 00001

PROJECT MANUAL

Volume 1 of 3

for

MIRABEL FISH SCREEN AND FISH LADDER REPLACEMENT

SONOMA COUNTY WATER AGENCY

BOARD OF DIRECTORS

Susan Gorin
Shirlee Zane
Michael McGuire
Efren Carrillo
David Rabbitt, Chair

Advertisement Date: March 2014

Bid Date: Tuesday, April 29, 2014

Contract Number: 45-5.1-7 #1A

DOCUMENT 00007

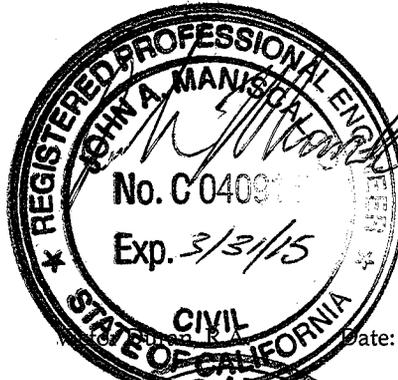
SEALS PAGE

Sonoma County Water Agency

Jonathon Mann, P.E. Date: 1/20/14



John Maniscalco, P.E. Date: 1/20/14



Lance Jones, P.E. Date: 1/20/14



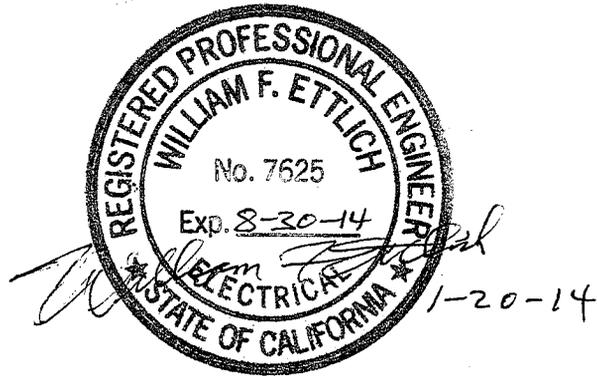
Victor J. Duran, P.E. Date: 1/20/14



Omid Tavangar, P.E. Date: 1/20/14



William F. Ettlich, P. E. Date: 1-20-14



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(See Drawing List on Drawing No. G1)

END OF DOCUMENT

BIDDING REQUIREMENTS

DOCUMENT 00100

ADVERTISEMENT FOR BIDS

1. **NOTICE.** The Sonoma County Water Agency (“Owner”), a public agency of the State of California, hereby gives notice that it will accept Bids for construction of the following public work:

**Contract Number 45-5.1-7 #1A
Mirabel Fish Screen and Fish Ladder Replacement**

2. **DESCRIPTION AND LOCATION OF THE WORK.** The Work consists of construction of a vertical slot fish ladder, fish screen with 6 intake bays, and viewing gallery with 400 square feet of viewing windows at 10290 Westside Road, near the unincorporated town of Forestville, Sonoma County, California. The Work includes, but is not limited to, a temporary dam and rock fish passage upstream of the Wohler Bridge, pipe pile foundation system, fish screen cleaning system with a vertical traveling brush and controller, and dewatering of the river channel and groundwater as necessary to maintain dry working conditions. The Work covers approximately one acre of previously developed land requiring earthwork removal in the riverbank to create facility access and maintenance roads. Bidding Documents contain the full description of the Work.
3. **ESTIMATED PROJECT COST RANGE:** \$9,500,000 to \$11,000,000.
4. **REQUIRED CONTRACTOR’S LICENSE(S).** A California “A” contractor’s license is required to Bid this Contract. Joint ventures must secure a joint venture license prior to award of this Contract.

5. **CONTACT INFORMATION.**

Mailing address:

Sonoma County Water Agency
404 Aviation Boulevard
Santa Rosa, CA 95403-9019

Office:

Sonoma County Water Agency
404 Aviation Boulevard
Santa Rosa, CA 95403-9019

Phone: 707-547-1900

Fax: 707-524-3782

Email: BidderQuestions@scwa.ca.gov

Website address:

www.sonomacountywater.org

6. **PROCUREMENT OF BIDDING DOCUMENTS.** Bidders may examine Bidding Documents at Owner’s Office. Bidders may obtain hard copies of Bidding Documents upon registration as a Planholder through Owner’s office and payment of a non-refundable fee of \$60 for each copy. Owner will accept cash or checks payable to “Sonoma County Water Agency.” Bidding Documents need not be returned to Owner. Bidding Documents contain a reduced set of Drawings. Bidders may arrange to obtain full-size Drawings from Digital Prints & Imaging, 375 Tesconi Circle, Santa Rosa, CA 95401, 707-546-0401, for an additional charge to be paid directly to Digital Prints & Imaging. Electronic Bidding Documents are available on Owner’s website: www.sonomacountywater.org.

7. FUNDING.

A. This Project is funded in whole or part under:

1. California Department of Fish and Wildlife (CDFW) Fisheries Restoration Grant Program and National Oceanic and Atmospheric Administration (NOAA) funds

B. Additional information regarding requirements related to funding sources is included in Section 01415 (Regulatory Requirements - Funding).

8. MANDATORY PRE-BID CONFERENCE AND SITE VISIT. Owner will conduct a Pre-Bid Conference at 9:00 a.m. on Tuesday, April 8, 2014, at Owner's Office to consider such matters as Bidders may request and a Pre-Bid Site Visit immediately following. The meeting place for the Pre-Bid Conference is the same as indicated for bid submission in Document 00203 (Bid Submittal Vicinity Map). Bidders must attend Pre-Bid Conference and Site Visit and sign an attendance roster as a condition to bidding. The Pre-Bid Conference and Site Visit will last approximately 3 hours.

Owner will issue Minutes of the Pre-Bid Conference to all Registered Planholders (all parties recorded by Owner as having received Bidding Documents) and to all Registered Attendees of the pre-bid conference, which shall constitute the sole and exclusive record and statement of the results of the Pre-Bid Conference. The Minutes issued by Owner are not Contract Documents and are not Addenda.

Bidders will be provided the opportunity to investigate conditions or otherwise conduct invasive investigations, explorations, tests, or studies at the Pre-Bid Site Visit, subject to delivering an executed Document 00210 (Indemnity and Release Agreement) and providing an insurance certificate as described therein by noon of the Day prior to the Pre-Bid Site Visit. This will be the Bidders' only opportunity to investigate conditions at the Site. Bidders who intend only to observe Site conditions and not conduct such examinations are not required to provide an executed Document 00210 (Indemnity and Release Agreement) or an insurance certificate for the Pre-Bid Site Visit. The Pre-Bid Site Visit is merely a showing of the Site and existing conditions and will not provide an opportunity for Bidders to have questions answered. Bidders are encouraged, however, to submit written questions. Owner will transmit to all Registered Planholders such Addenda as Owner in its discretion considers necessary in response to written questions or questions arising at the Pre-Bid Conference. Bidding Documents will not be available at the Pre-Bid Site Visit.

Bidders shall not rely on oral statements. Oral statements will not be binding or legally effective.

9. MANDATORY DBE/SBE/DVBE OUTREACH WORKSHOP.

A. Owner will conduct a mandatory DBE/SBE/DVBE Outreach Workshop at 9:00 a.m. on Tuesday, April 8, 2014, at Owner's Office to review certain grant funding requirements.

B. Bidders shall not rely on oral statements made at the DBE/SBE/DVBE Outreach Workshop. Oral statements will not be binding or legally effective.

10. RESTRICTIONS ON SUBSTITUTIONS. As a limitation on Bidder's privilege to substitute "or equal" items, Owner has found that certain items are designated as Owner standards and certain items are designated to match existing items in use on a particular public improvement either completed or in the course of completion or are available from one source. As to such items, Owner will not permit substitution. Such items are: knife gate valves and air release valves.

11. **INSTRUCTIONS.** Bidders shall refer to Document 00200 (Instructions to Bidders) for required documents and items to be submitted in sealed envelopes for deposit into the Bid boxes, located at Owner's Office, and applicable times for submission.
12. **STATEMENTS OF QUALIFICATIONS.** Each Bidder shall be required to submit, in accordance with Document 00200 (Instructions to Bidders) and Document 00450 (Statement of Qualifications for Construction Work), a Statement of Qualifications.
13. **BID SUBMISSION.** Sealed Bids will be received at Owner's Office (see paragraph 5) until 10:00 a.m., Tuesday, April 29, 2014. Owner's staff will determine official time and will call out the designated time in the Bid reception area of Owner's Office, stating that the period for accepting Bids is closed. The Bid opening will be in accordance with procedures set forth in Document 00200 (Instructions to Bidders).
14. **BID PREPARATION COST.** Bidders are solely responsible for the cost of preparing their Bids.
15. **CONTRACT TIME.** Work shall be completed within 530 Days from the date when Contract Time commences to run.
16. **PAYMENT BONDS.** In accordance with California Civil Code Section 9550, payment bonds as set forth in Document 00200 (Instructions to Bidders) will be required from the successful Bidder.
17. **PREVAILING WAGE LAWS.** The successful Bidder must comply with all prevailing wage laws applicable to the Project, and related requirements contained in the Contract Documents.
18. **LABOR COMPLIANCE.**
 - A. Due to Proposition 84 funding for the Project, Owner is required to operate a Labor Compliance Program (LCP) pursuant to Labor Code sections 1771.5 and 1771.7. All Contractors and Subcontractors shall be required to comply with the LCP.
 - B. Additional information regarding requirements related to the LCP is included in Section 01416 (Regulatory Requirements - Labor Compliance).
 - C. Davis Bacon Act requirements related to payment of prevailing wages, posting of notices, and certified payroll records apply to this Project.
19. **SUBSTITUTION OF SECURITIES.** Owner will permit successful Bidder to substitute securities for retention monies withheld to ensure performance of Contract, as set forth in Document 00680 (Escrow Agreement for Security Deposits in Lieu of Retention), in accordance with California Public Contract Code, Section 22300. By this reference, Document 00680 (Escrow Agreement for Security Deposits in Lieu of Retention) is incorporated in full in this Document 00100.
20. **RESERVATION OF RIGHTS.** Owner specifically reserves the right, in its sole discretion, to reject any or all Bids, or re-bid, or to waive inconsequential deviations from Bid requirements not involving time, price, or quality of the Work.

21. **INTERNATIONAL ORGANIZATION FOR STANDARDIZATION (ISO).** Owner is currently pursuing certification for ISO 9001 and 14001. Bidding Documents and Contract Documents contain information and requirements related to ISO.

By order of the Sonoma County Water Agency's General Manager.

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DOCUMENT 00200

INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

Formal Bids are requested for a general construction contract, or work described in general, as follows:

MIRABEL FISH SCREEN AND FISH LADDER REPLACEMENT

Bid submission: Tuesday, April 29, 2014. Bid submittal deadlines are listed in Document 00100 (Advertisement for Bids) and in paragraph 26 herein.

1. DEFINITIONS

- A. All abbreviations and definitions of terms used in this Document 00200 are set forth in Document 00700 (General Conditions), Section 1415 Attachment D (Regulatory Requirements – Funding, Outreach Requirements of Department of Fish and Wildlife Grant Funding), and Section 01420 (References and Definitions).

2. CONTACT INFORMATION

Mailing address:
Sonoma County Water Agency
404 Aviation Boulevard
Santa Rosa, CA 95403-9019

Office:
Sonoma County Water Agency
404 Aviation Boulevard
Santa Rosa, CA 95403-9019

Phone: 707-547-1900
Fax: 707-544-6123
Email: BidderQuestions@scwa.ca.gov

Website address:
www.sonomacountywater.org

3. MINIMUM REQUIREMENTS TO BID

A. Minimum requirements for Bidder:

- 1) Owner will accept Bids only from Bidders duly licensed in accordance with the California Business & Professions Code. A California “A” contractor’s license is required to Bid this Contract. Joint ventures must secure a joint venture license prior to award of this Contract.
- 2) Bidders must attend Pre-Bid Conference and Site Visit and sign an attendance roster as a condition to bidding.
- 3) The following are minimum requirements for the Bidder to be found responsible to perform the Work.
 - a. Five years’ experience as a continuously operating entity engaged in the performance of similar work.
 - b. Within the past ten years completed three construction projects of a similar nature and complexity with a contract dollar amount of at least \$5,000,000 each. Each of the three qualifying projects must include one of the following: 1) a fish screen, 2) fish ladder, or 3) concrete structures in a water or wastewater treatment or conveyance facility, including watertight concrete walls of 18 feet or higher. At least one of the three qualifying projects must have been constructed within a waterway (i.e. river, ocean, or delta).
 - c. Sufficient financial strength, stability and resources as measured by Bidder’s equity, debt-to-assets ratio, and capability to finance the Work to be performed.

- d. Ability to secure, in accordance with the Contract Documents, the required forms of Construction Performance Bond and Construction Labor and Material Payment Bond.
 - e. Ability to obtain required insurance with coverage values that meet minimum requirements.
 - f. Satisfactory experience on public works, including without limitation no history of default termination, excessively delayed completion, or excessive defective work.
- B. Minimum requirements for Bidder and its team:
- 1) Evidence that Bidder and its team have the human and physical resources of sufficient quantity and quality to perform the Work under Contract Documents in a timely and Specification-compliant manner, to include:
 - a. Evidence demonstrating Bidder's commitment to project safety and its ability to complete projects in a safe manner.
 - b. Construction and management organizations with sufficient personnel and requisite disciplines, licenses, skills, experience, and equipment for the Project.
 - c. Minimum licensing requirements including evidence of a valid California class "A" contractor's license for the Bidder and evidence of requisite licenses for Key Personnel of Bidder.
 - d. A field organization with skills, experience, and equipment sufficient to perform all on-Site Work and necessary scheduling.
 - 2) Minimum requirements for Key Personnel:
 - a. Expertise of Key Personnel to accomplish the duties and responsibilities required to perform the Work under Contract Documents. Minimum experience requirements of each Key Personnel include the completion of three projects of similar nature and complexity and three years of experience on projects of similar nature and complexity.
 - i. Minimum experience requirements of the Project Manager include completion of three projects of similar nature and complexity and five years of experience on projects of similar nature and complexity.
 - ii. Minimum experience requirements of the Project Foreman include completion of three projects of similar nature and complexity and five years of experience on projects of similar nature and complexity.
 - iii. Minimum experience requirements of the professional preparing the dewatering plan include completion of three projects of similar nature and complexity (where a design was provided for construction related high capacity dewatering), ten years of experience in the field of hydrogeology, and shall be a California licensed professional engineer or California certified hydrogeologist.

4. PROCUREMENT OF BIDDING DOCUMENTS

- A. Bidders may examine and obtain Bidding Documents at Owner's Office at the address listed in paragraph 2, Contact Information.
- B. Electronic Bidding Documents are available on Owner's website:
www.sonomacountywater.org.

- C. Bidders may obtain hard copies of Bidding Documents upon registration as a Planholder through Owner's office and payment of a non-refundable fee of \$60 for each copy. Owner will accept cash or checks payable to "Sonoma County Water Agency." Bidding Documents need not be returned to Owner. Bidding Documents contain a reduced set of Drawings. Bidders may arrange to obtain full-size Drawings as described in Document 00100 (Advertisement for Bids).

5. EXISTING DRAWINGS AND GEOTECHNICAL DATA

- A. Bidders may examine any available existing conditions information (e.g., record documents, specifications, studies, drawings of previous work) and applicable environmental assessment information (if any) regarding the Project at the Owner's Office by giving Owner reasonable advance notice. Documents may also be available at Owner's website: (www.sonomacountywater.org). Document 00320 (Geotechnical Data and Existing Conditions) to all supplied existing conditions information and geotechnical reports and all other information supplied regarding existing conditions either above ground or below ground.

6. BIDDERS' OPPORTUNITY TO INVESTIGATE CONDITIONS

- A. Bidders will be provided the opportunity to investigate conditions or otherwise conduct invasive investigations, explorations, tests, or studies at the Pre-Bid Site Visit, subject to delivering an executed Document 00210 (Indemnity and Release Agreement) and providing an insurance certificate as described therein by noon of the Day prior to the Pre-Bid Site Visit. This will be the Bidders' only opportunity to investigate conditions at the Site. Bidders who intend only to observe Site conditions at the Pre-Bid Site Visit and not conduct such examinations are not required to provide an executed Document 00210 (Indemnity and Release Agreement) or an insurance certificate for the Pre-Bid Site Visit.

7. MANDATORY PRE-BID CONFERENCE AND SITE VISIT

- A. Owner will conduct a Pre-Bid Conference and Pre-Bid Site Visit at 9:00 a.m. on Tuesday, April 8, 2014, at Owner's Office to consider such matters as Bidders may request and a Pre-Bid Site Visit immediately following.
- B. The Pre-Bid Conference and Site Visit will last approximately 3 hours. The meeting place for the Pre-Bid Conference is the same as indicated for bid submission in Document 00203 (Bid Submittal Vicinity Map).
- C. The Pre-Bid Site Visit is merely a showing of the Site and existing conditions and will not provide an opportunity for Bidders to have questions answered. Bidders are encouraged, however, to submit written questions. Bidding Documents will not be available at the Pre-Bid Site Visit. Attendees who would like copies of the Bidding Documents must register with Owner as a Planholder.
- D. Attendance at the Pre-Bid Site Visit or the Pre-Bid Conference, or both, does not guarantee receipt of Addenda. The only way to ensure receipt of Addenda is to register as a Planholder with Owner.
- E. Bidders shall not rely on oral statements. Oral statements will not be binding or legally effective.

F. Minutes of the Pre-Bid Conference:

- 1) Owner will issue Minutes of the Pre-Bid Conference to all Registered Planholders (all parties recorded by Owner as having received Bidding Documents) and to all Registered Attendees of the Pre-Bid Conference, which shall constitute the sole and exclusive record and statement of the results of the Pre-Bid Conference. The Minutes issued by Owner are not Contract Documents and are not Addenda.

G. For Bidders that have already attended the mandatory Pre-Bid Conference and Site Visit and the mandatory DBE/SBE/DVBE Outreach Workshop, other Pre-Bid Site Visits may be scheduled at Owner's sole discretion, depending on staff availability.

8. MANDATORY DBE/SBE/DVBE OUTREACH WORKSHOP

- A. Owner will conduct a mandatory DBE/SBE/DVBE Outreach Workshop at 9:00 a.m. on Tuesday, April 8, 2014, at Owner's Office to review certain grant funding requirements.
- B. Bidders shall not rely on oral statements made at the DBE/SBE/DVBE Outreach Workshop. Oral statements will not be binding or legally effective.

9. SUBSTITUTIONS

- A. Bidders must base their Bids on products and systems specified in Contract Documents or listed by name in Addenda.
- B. Except as provided herein, Owner will consider substitution requests only for "or equal items." Bidders wanting to use "or equal" item(s) may submit Document 00660 (Substitution Request Form) no later than 14 Days prior to submitting their Bids. After that date, Owner will not accept "or equal" substitution requests. To assess "or equal" acceptability of product or system, submittals of substitutions shall contain the information required in Document 00660 (Substitution Request Form) and set forth in Section 01600 (Product Requirements). Insufficient information will be grounds for rejection of substitution. Owner shall, within a reasonable period of time after having received a Request for Substitution, issue in writing its decision as to whether the proposed substitute item is an Equal item. Owner's decision shall be conclusive on all Bidders.
- C. Approved substitutions shall be listed in Addenda and become part of the Contract Documents.
- D. As further limitation on Bidder's privilege to substitute items, Owner has found that:
 - 1) Certain items are designated as Owner standards and certain items are designated to match existing items in use on a particular public improvement, either completed or in the course of completion. Items that fall in this category include:
 - a. Knife gate valves
 - b. Air release valves
 - 2) Certain items are designated in order that a field test or experiment may be made to determine the product's suitability for future use. Items that fall in this category include:
 - a. None.
 - 3) Certain necessary items are only available from one source. Items that fall in this category include:
 - a. None.

- E. As to such items listed above, Owner will not permit substitution.
- F. Substitutions may be requested after submitting Bids and Award of Contract only in accordance with requirements specified in Section 01600 (Product Requirements).

10. BIDDER QUESTIONS

- A. Bidders must direct all questions about the meaning or intent of Bidding Documents to Owner in writing (see paragraph 2, Contact Information). Inquiries must include the full name of the Project. Owner may not answer questions received less than fourteen Days prior to the date for opening Bids. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Email: BidderQuestions@scwa.ca.gov

11. ADDENDA

- A. Owner will respond to questions and issue interpretations or clarifications as Owner, in its discretion, considers necessary, in the form of Addenda. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner. Addenda will be written and will be issued to each Registered Planholder to the address, fax number, or email supplied to Owner by Bidder.
- B. Owner may, in its discretion, choose to delay issuance of addenda in order to address several issues at once. Owner will endeavor to issue addenda in a timely manner.
- C. Addenda shall be acknowledged by number with signature in Document 00400 (Bid Form) and shall be part of the Contract Documents. A complete listing of Addenda may be secured from Owner upon written request (see paragraph 2, Contact Information).

12. FUNDING BY CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE AND NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION

- A. This Project is funded in whole or part under the California Department of Fish and Wildlife (CDFW) Fisheries Restoration Grant Program and National Oceanic and Atmospheric Administration (NOAA) funds.
- B. Information regarding requirements related to funding sources is included in Section 01415 (Regulatory Requirements – Funding).

13. WAGE RATES

- A. Both Federal and State prevailing wage rates are applicable to the Project. Federal prevailing wage rate requirements are set forth in Document 01415 (Davis Bacon Act). Copies of the state's general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at Owner's Office and are deemed included in the Bidding Documents. Upon request, Owner will make copies available to any interested party. Copies of state wage rates are also available at www.dir.ca.gov/labor_law.html. Copies of federal wage rates are available at Wage Determinations OnLine.gov: www.wdol.gov.
- B. Contractor shall post the applicable Federal and State prevailing wage rates at the Site.

14. LABOR COMPLIANCE

- A. Due to Proposition 84 funding for the Project, Owner is required to operate a Labor Compliance Program (LCP) pursuant to Labor Code sections 1771.5 and 1771.7. All Contractors and Subcontractors shall be required to comply with the LCP, as may be amended from time to time by Owner. If Owner adopts an amended or new LCP, Contractor will be provided with a copy of the new LCP, which shall be effective within 10 Days of Contractor's receipt thereof.
- B. Additional information regarding requirements related to the LCP is included in Section 01416 (Regulatory Requirements - Labor Compliance).
- C. Davis Bacon Act requirements related to payment of prevailing wages, posting of notices, and certified payroll records apply to this Project.

15. AFFIRMATIVE STEPS FOR OUTREACH TO DISADVANTAGED BUSINESS ENTERPRISES (DBES) SMALL BUSINESS ENTERPRISES (SBES) AND DISABLED VETERAN BUSINESS ENTERPRISES (DVBES)

- A. Bidders are required to perform and document outreach efforts to minority, women's, small, and disabled veteran businesses, also known as DBE/SBE/DVBES, in procuring supplies and services in the performance of this Project. These obligations apply both during the Bidding process and over the course of the Contract. These requirements are described more specifically in Section 01415 (Regulatory Requirements - Funding).

16. OTHER REQUIREMENTS PRIOR TO BIDDING

- A. Submission of Bid signifies Bidder's careful examination of Bidding Documents and complete understanding of the nature, extent, and location of Work to be performed. As a condition to Bidding, Bidder must complete tasks listed in Document 00520 (Agreement), Article 5. Submission of Bid shall constitute Bidder's express representation to Owner that Bidder has fully completed these tasks.

17. PREPARATION OF BIDS

- A. Bidders must submit Bids in accordance with this Document 00200.
- B. All Bidders must submit Bids using, where applicable, documents supplied in these Bidding Documents, including without limitation Document 00400 (Bid Form), Document 00420 (Bidder Registration Form), Document 00430 (Subcontractors List), and Document 00450 (Statement of Qualifications for Construction Work). Bids must be full and complete. Bidders must complete all Bid items and supply all information required by Bidding Documents. Bidders may not modify the Bid Form or qualify their Bids. Bidders must submit clearly and distinctly written Bids. Bidders must clearly make any changes in their Bids by crossing out original entries, entering new entries, and initialing new entries.
- C. The submission of a Bid does not commit Owner to award a contract for the Project, to pay costs incurred in the preparation of a Bid, or to procure or contract for any goods or services.

18. REQUIRED BID SECURITY

- A. Bidders must submit with their Bids either cash, a cashier's check, or certified check from a responsible bank in the United States, or corporate surety bond furnished by a surety authorized to do business in the State of California, of not less than ten percent of amount of Total Bid price, payable to "Sonoma County Water Agency." All Bidders choosing to submit

a surety bond must submit it on the required form, Document 00411 (Bond Accompanying Bid).

19. REQUIRED SUBCONTRACTORS LIST

A. All Bidders must submit with their Bids the required information on all Subcontractors in Document 00430 (Subcontractors List) for those Subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent of total Bid. Violation of this requirement may result in Bid being deemed non-responsive and not being considered.

20. REQUIRED STATEMENT OF QUALIFICATIONS

A. In order for a Bidder to be eligible to Bid on this Contract, Bidder must submit a Statement of Qualifications responsive to the requirements identified in Document 00450 (Statement of Qualification for Construction Work) ("SOQ"), including without limitation qualification information for Subcontractors and schedulers, if any. Information in the SOQ shall be current.

21. REQUIREMENT FOR SEPARATE SEALED ENVELOPES

A. Owner will receive Bids in two separate opaque sealed 10" x 13" envelopes, labeled Envelope "A" and Envelope "B," each containing the respective items described in paragraphs 22 and 23 of this Document 00200.

22. CONTENTS OF ENVELOPE "A" - BID PRICE

A. Envelope "A" shall include:

- 1) Document 00400 (Bid Form) completed in accordance with paragraph 17 of this Document 00200.
- 2) Bid security completed in accordance with Document 00411 (Bond Accompanying Bid) and with paragraph 18 of this Document 00200.
- 3) Document 00430 (Subcontractors List) in accordance with paragraph 19 of this Document 00200 and Document 00430 (Subcontractors List).
- 4) Document 00481 (Noncollusion Declaration).

23. CONTENTS OF ENVELOPE "B" - BIDDER QUALIFICATIONS

A. Envelope "B" shall include:

- 1) Statement of Qualifications including all necessary attachments and supporting documents submitted in accordance with paragraph 20 of this Document 00200 and Document 00450 (Statement of Qualifications for Construction Work).
- 2) Document 00420 (Bidder Registration Form). Bidder must complete this form and include comprehensive answers to all questions.
- 3) Document 00457 (Affirmative Steps Checklist) and required attachments.
- 4) Document 00467 (Certification of Drug-Free Workplace).
- 5) Document 00469 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Contractor).

- 6) Document 00471 (Certification of Compliance with State and Federal Laws and Authorities).
- 7) Document 00473 (Certification Regarding New Restrictions on Lobbying - Contractor).

24. LABELING OF BID ENVELOPES

- A. Bidder shall mark its Bid envelopes on the outside with Bidder's name and the following:

BID FOR THE SONOMA COUNTY WATER AGENCY,
CONTRACT NUMBER 45-5.1-7 #1,
MIRABEL FISH SCREEN AND FISH LADDER REPLACEMENT
"Envelope A" or "Envelope B" (as appropriate)

25. WITHDRAWAL OF BIDS PRIOR TO BID OPENING TIME

- A. Bidders may withdraw their Bids at any time prior to the Bid opening time fixed in this Document 00200, only by written request for the withdrawal of Bid filed with Owner. Bidder or its duly authorized representative shall execute request to withdraw Bid.

26. SUBMITTAL OF BIDS

- A. Sealed Bids will be received on Tuesday, April 29, 2014, at Owner's Office at the address listed in paragraph 2, Contact Information and as shown in the map provided in Document 00203 (Bid Submittal Vicinity Map).
- B. Owner's staff will determine official time and will call out the specified time in the Bid reception area of Owner's Office.
- C. Envelope "A" shall be due by 10:00 a.m.
- D. Envelope "B" shall be due by 4:00 p.m.
- E. All Bid envelopes will be time-stamped by Owner to reflect their submittal time.

27. BID OPENING

- A. Owner's staff will determine official time and will call out the specified time in the Bid reception area of Owner's Office.
- B. Owner will open all Bidders' Envelopes "A" at 4:00 p.m. on the date specified in paragraph 26 above, initially evaluate them for responsiveness, and determine an Apparent Low Bidder as specified herein. Owner will not open Envelopes "B" publicly and, except for the Apparent Low Bidder's Envelope "B" (or as otherwise provided in this Document 00200), they will remain unopened.

28. BID EVALUATION

- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, unit prices, and other data, as may be requested in Document 00400 (Bid Form) or prior to the Notice of Award. Owner will also consider Bidders' qualifications.

29. DETERMINATION OF APPARENT LOW BIDDER (ENVELOPE "A")

- A. Apparent Low Bid will be based solely on the total amount of all Bid items based on assumptions contained in Document 00400 (Bid Form). All Bidders are required to submit Bids on all Bid items.
- B. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of

figures and the correct sum thereof will be resolved in favor of the correct sum.
Discrepancies between written words and figures will be resolved in favor of the words.

- C. Quantities stated in the Bidding Documents are approximate only and are subject to correction upon final measurement of the Work, and are subject further to the rights reserved by Owner to increase or diminish the amount of work under any classification as advantages to design or construction needs require.

30. EVALUATION OF BIDDER RESPONSIBILITY (ENVELOPE "B")

- A. Owner may determine whether a Bidder is qualified in its sole discretionary judgment.
- B. Owner will open Apparent Low Bidder's Envelope "B" and check its contents for compliance with paragraph 23 of this Document 00200 and this paragraph 00. Owner will notify Apparent Low Bidder in writing of any deficiencies found and will provide Bidder the opportunity to respond in writing with reasonable clarifications but will not allow any changes in the nature of Bidder as a business entity.
- C. Written clarifications made by Bidder in response to Owner's requests for clarifications during the Bid evaluation process become part of the Bid.
- D. If any Apparent Low Bidder is determined to be non-responsive or non-responsible, Owner may open the next Apparent Low Bidder's Envelope "B" pursuant to any procedures determined in Owner's reasonable discretion, and proceed for all purposes as if this Apparent Low Bidder were the original Apparent Low Bidder.
- E. In order to evaluate Bidder's ability to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time, Owner may conduct reasonable investigations and reference checks of Bidder, proposed Subcontractors, suppliers and other persons and organizations as Owner deems necessary to assist in the evaluation of any Bid and to establish Bidder's responsibility, qualifications, financial ability, proposed Subcontractors, suppliers, and other persons and organizations. Submission of a Bid constitutes Bidder's consent to the foregoing. Owner shall have the right to consider information provided by sources other than Bidder. Owner shall also have the right to communicate directly with Bidder's surety regarding Bidder's bonds.
- F. Bidder's compliance with the minimum qualification requirements in this paragraph will be measured by the experience of both the Bidder itself as well as the Key Personnel identified by Bidder in Document 00450 (Statement of Qualifications for Construction Work) who will have responsible charge of the various major components of the Work. If Bidder subcontracts portions of the Work, Owner, in its determination of whether the minimum qualification requirements have been met, will consider the qualifications of the Subcontractor's Key Personnel identified by Bidder in Document 00450 (Statement of Qualifications for Construction Work).
- G. Except as otherwise provided in this Document 00200 or in Document 00450 (Statement of Qualification for Construction Work), Owner will make final determinations regarding Bidder responsibility based solely upon the SOQ submitted as part of Envelope "B" on Bid day.

31. SUPPLEMENTAL SUBMISSIONS

- A. The Apparent Low Bidder shall submit the following form(s) within three Business Days after Apparent Low Bidder is notified of its status:
- 1) Document 00470 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Transactions)
 - 2) Document 00474 (Certification Regarding New Restrictions on Lobbying – Lower Tier Transactions)

32. REJECTION OF BIDS FOR FAILURE TO PERFORM OR DOCUMENT OUTREACH REQUIRED BY FUNDING AGENCIES

- A. Failure to comply with outreach requirements described in Section 01415, Attachment D, prior to Bid Opening and to submit related documentation of compliance with the Bid (as listed in Article 23 herein) may cause the Bid to be rejected as non-responsive.
- B. Owner reserves the right to reject any bid that fails to demonstrate that the Bidder undertook a good faith effort to comply with Section 01415, Attachment D.

33. PUBLIC RECORDS ACT REQUESTS, BID INFORMATION, AND CONFIDENTIALITY WAIVER

- A. Per the Public Records Act, Owner will make available to the public Bidder's SOQ (if Bidder's Envelope "B" is opened), all correspondence and written questions submitted during the Bid period, all Bid submissions opened in accordance with the procedures of this Document 00200, and all subsequent Bid evaluation information. All submissions not opened will remain sealed and eventually be returned to the submitter. Except as otherwise required by law, Owner will not disclose proprietary financial information submitted that has been designated confidential by Bidder (including but not limited to audited financial statements and Part C, Financial Information in Bidder's SOQ. Any such proprietary financial information that a Bidder believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections shall not be permitted and shall be invalid.
- B. Upon a request for records regarding this Bid which specifically includes confidential information marked by Bidder in accordance with Paragraph A, above, Owner will notify Bidder within ten Days from receipt of the request. If Owner agrees that the information so marked is proprietary financial information exempt from disclosure, Owner shall refuse to disclose the information and Bidder shall take all appropriate legal action and defend Owner's refusal to produce the information in all forums. If Owner does not agree that the information so marked is exempt from disclosure, Owner will so notify Bidder of a specific time when, in response to the request, the records will be made available for inspection in accordance with the Public Records Act.
- C. By submitting a bid, Bidder shall be deemed to have waived any objections to the release of all other information and also to the release of any financial information that was not designated as confidential at the time the bid is submitted.

34. OWNER'S RIGHT TO REJECT BIDS

- A. Bidder's failure to submit all required documents strictly as required entitles Owner to reject the Bid as non-responsive.

- B. Owner will reject all Bids received after the specified time and will return such Bids to Bidders unopened.
- C. Owner will reject as non-responsive any Bid not submitted on the required forms.
- D. Owner reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid.
- E. Owner reserves the right to reject any Bid not clearly written.
- F. Owner will reject as non-responsive any Bid submitted without the necessary Bid security.
- G. Owner may reject any or all Bids and waive any informalities or minor irregularities in the Bids. Owner also reserves the right, in its discretion, to reject any or all Bids and to re-Bid the Project. Owner reserves the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids, and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. For purposes of this paragraph, an "unbalanced Bid" is one having nominal prices for some Bid items and enhanced prices for other Bid items.

35. NOTICE OF INTENT TO AWARD FOR CONSTRUCTION

- A. Document 00505 (Notice of Intent to Award for Construction) will be posted at Owner's Office and in the main lobby of the County of Sonoma Administration Building, 575 Administration Drive, Santa Rosa, California. Owner will use reasonable efforts to deliver an electronic copy of Document 00505 (Notice of Intent to Award for Construction) to all Bidders who submitted Bids no later than the Business Day after issuance, although any delay or failure to do so will not extend the Bid protest deadline described below.

36. BID PROTESTS

- A. Any Bid protest must be submitted in writing to Owner (Attention: Contract Administration), before 3:30 p.m. of the fifth Business Day following posting of Document 00505 (Notice of Intent to Award for Construction). Owner's staff will determine official time and will call out the specified time in the Bid reception area of Owner's Office, stating that the period for accepting Bid protests is closed.
- B. The initial protest document must contain a complete statement of the basis for the protest. The protest must refer to the specific portion of the document that forms the basis for the protest. The protest must include the name, address, and telephone number of the person representing the protesting party.
- C. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- D. The procedure and time limits set forth in this paragraph are mandatory and are Bidder's sole and exclusive remedy in the event of Bid protest. Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings. A Bidder may not rely on a protest submitted by another Bidder but must timely pursue its own protest.

37. NOTICE OF AWARD

- A. If the Contract is to be awarded, it will be awarded to the lowest responsible responsive Bidder. Following completion of all required Owner procedures and receipt of all Owner approvals, Owner will issue Document 00510 (Notice of Award) to successful Bidder.

38. POST-NOTICE OF AWARD REQUIREMENTS

- A. After Notice of Award, the successful Bidder must execute and submit the following documents as indicated below.
- B. Submit the following documents to Owner by 5:00 p.m. of the 20th Day following Notice of Award. Execution of Contract by Owner depends upon approval of these documents:
- 1) Document 00520 (Agreement): To be executed by successful Bidder. Submit four originals, each bearing an original signature on the signature page and initials on each page.
 - 2) Document 00611 (Construction Performance Bond): To be executed by successful Bidder and surety, in the amount set forth in Document 00611 (Construction Performance Bond). Submit four originals. Liquidated Damages are described in Document 00520 (Agreement).
 - 3) Document 00612 (Construction Labor and Material Payment Bond): To be executed by successful Bidder and surety, in the amount set forth in Document 00612 (Construction Labor and Material Payment Bond). Submit four originals.
 - 4) The Guaranty in the form set forth in Document 00630 (Guaranty). Submit four originals, each bearing an original signature.
 - 5) One complete set of documentary information received or generated by successful Bidder in preparation of Bid prices for its Bid, as set forth in Document 00670 (Escrow Bid Documents).
 - 6) Insurance certificates and endorsements required by Article 4 of Document 00700 (General Conditions). Submit one original set.
- C. Owner shall have the right to communicate directly with Apparent Low Bidder's proposed performance bond surety, to confirm the performance bond. Owner may elect to extend the time to receive faithful performance and labor and material payment bonds.
- 1) If Bidder exercises the option to open an Escrow Account, Owner and Contractor shall, at the time the account is opened, deliver to Escrow Agent a fully executed counterpart of Document 00680, Escrow Agreement for Security Deposits in Lieu of Retention.

39. FAILURE TO EXECUTE AND DELIVER DOCUMENTS

- A. Successful Bidder's failure to submit the documents required herein, in a proper and timely manner, entitles Owner to rescind its award and to cause Bidder's Bid security to be forfeited as provided herein.
- B. If Bidder to whom Contract is awarded, within the period described in paragraph 38 of this Document 00200, fails or neglects to execute and deliver all required Contract Documents and file all required bonds, insurance certificates, and other documents, Owner may, in its sole discretion, foreclose on Bidder's surety bond, or deposit Bidder's cashier's check or certified check for collection, and retain the proceeds thereof as liquidated damages for Bidder's failure to enter into the Contract Documents. Bidder agrees that calculating the

damages Owner may suffer as a result of Bidder's failure to execute and deliver all required Contract Documents would be extremely difficult and impractical and that the amount of Bidder's required Bid security shall be the agreed and presumed amount of Owner's damages. In addition, upon such failure, Owner may determine the next Apparent Low Bidder and proceed accordingly.

40. RETURN OF BID SECURITY

A. Owner may retain Bid security of other than the Apparent Low Bidder for a period of 60 Days after issuance of the Notice of Award. After award, Owner will return to the respective unsuccessful Bidders their Bid securities and Bid bonds.

41. CONFORMED PROJECT MANUAL

A. Following Award of Contract, Owner may prepare a conformed Project Manual reflecting Addenda issued during bidding, which will, failing objection, constitute the approved Project Manual.

42. MODIFICATION OF COMMENCEMENT OF WORK

A. Owner expressly reserves the right to modify the date for the Commencement of Work under the Contract and to independently perform and complete work related to the Project. Owner accepts no responsibility to Contractor for any delays attributed to its need to complete independent work at the Site.

43. EQUAL EMPLOYMENT OPPORTUNITY

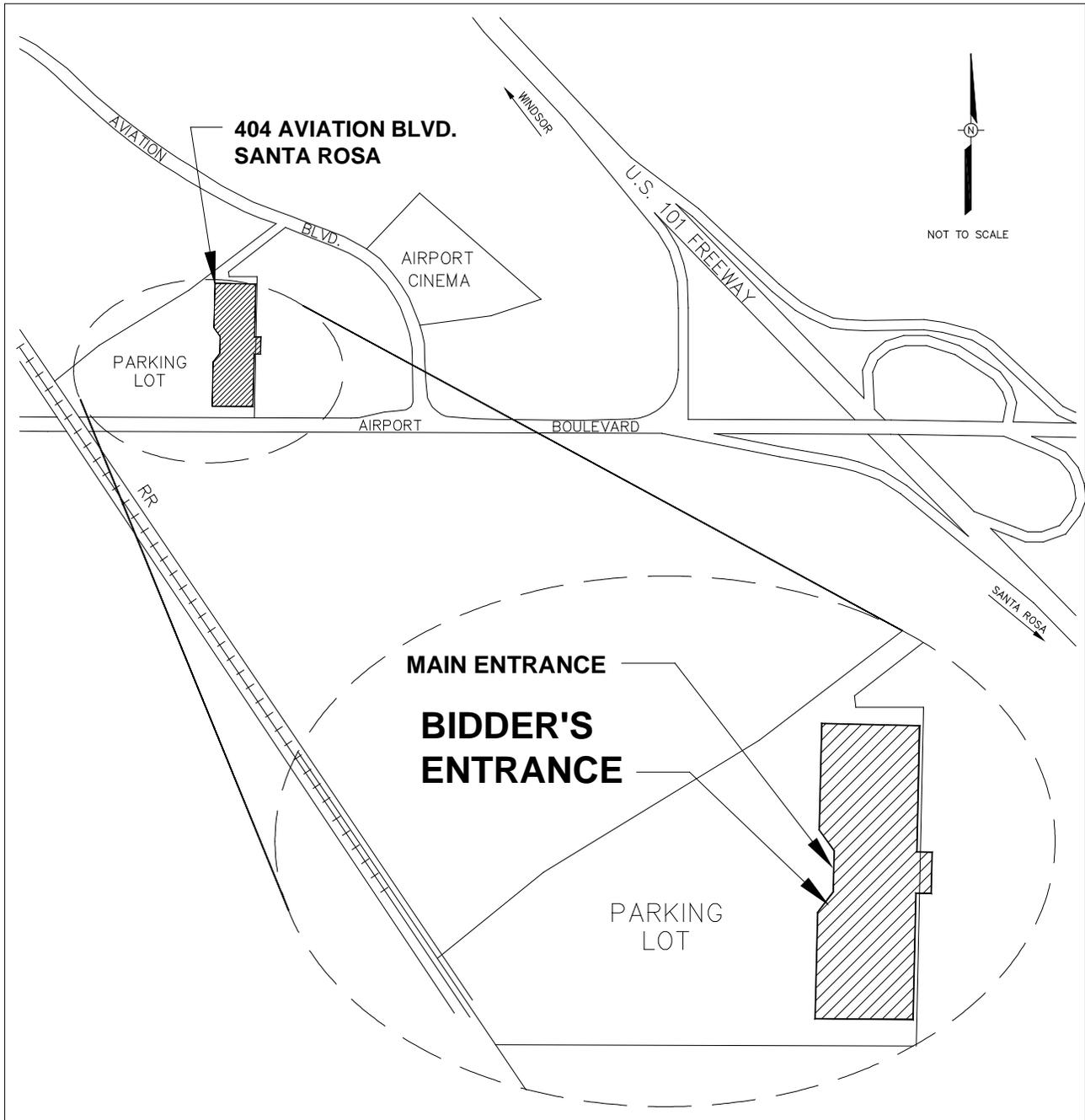
A. Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical conditions, disability, or any other reason.

END OF DOCUMENT

DOCUMENT 00203

BID SUBMITTAL VICINITY MAP

Note: due to Caltrans' U.S. 101 Airport Boulevard/Fulton Road Interchange Complex Improvement Project, the Northbound US 101 Airport Boulevard off-ramp is closed. For detour and other information about the Caltrans project, visit www.dot.ca.gov/dist4/101airportblvd/. For information about construction activities, call the message line at (707) 781-2245.



END OF DOCUMENT

DOCUMENT 00210

INDEMNITY AND RELEASE AGREEMENT

Dated _____

POTENTIAL BIDDER: _____

OWNER: SONOMA COUNTY WATER AGENCY

SITE: _____

PROJECT: MIRABEL FISH SCREEN AND FISH LADDER REPLACEMENT

In consideration of the above-referenced Owner’s permitting the undersigned potential bidder (“Bidder”) to have access to, and to conduct investigations, tests and/or inspections on, the Site, Bidder hereby agrees as follows:

1. To the greatest extent permitted by law, Bidder hereby releases, and shall defend, indemnify and hold harmless Owner, and its officers, employees, consultants, representatives, and agents, and all other parties having any other interest in the Site, against any claim or liability, including attorney’s fees, arising from or relating to any Site-related access, investigation, test, inspection and/or other activity conducted by Bidder or any of Bidder’s officers, employees, consultants, representatives, and/or agents, regardless of whether claim or liability is caused in part by the negligence of Owner or by any released and indemnified party.
2. Bidder hereby waives the provisions of California Civil Code Section 1542 which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor.
3. Bidder shall repair any damage to the Site or adjacent property resulting from activities authorized hereunder, and return Site to its original condition as directed by Owner, and comply with and be subject to all other requirements and obligations described or referenced in Document 00320 (Geotechnical Data and Existing Conditions).
4. Attached hereto (or to be delivered separately before Bidder’s visit to the Site) is a certificate for comprehensive general liability insurance satisfying the requirements of Document 00700 (General Conditions).
5. Although this Indemnity and Release Agreement is not a Contract Document (see Document 00520 [Agreement]), it shall be fully effective and binding regardless of whether Bidder submits a Bid for the subject Project, is awarded a contract for the Project, or otherwise.

Name of Bidder

By: _____
Signature

By: _____
Signature

Its: _____
Title (If Corporation: Chairman, President
or Vice President)

Its: _____
Title (If Corporation: Secretary, Assistant
Secretary, Chief Financial Officer or
Assistant Treasurer)

END OF DOCUMENT

DOCUMENT 00320

GEOTECHNICAL DATA AND EXISTING CONDITIONS**1. SUMMARY**

- A. This Document 00320 sets forth the terms and conditions under which Bidder may review, study, use, or rely upon geotechnical data at or contiguous to the Site, and existing conditions information concerning existing conditions and Underground Facilities at or contiguous to the Site. This Document 00320, the available geotechnical data, and the supplied existing conditions information are not Contract Documents.

2. REPORT AND INFORMATION

- A. Existence of Reports. Owner, its consultants, and prior contractors may have collected documents providing a general description of the Site and conditions of the Work. These documents may consist of geotechnical reports for and around the Site, contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, and information regarding Underground Facilities. These reports, documents and other information are not part of the Contract Documents.
- B. Inspection of Reports. Bidders may inspect geotechnical reports, documents, and information regarding existing conditions available at the Owner's Office, and may obtain copies at cost of reproduction and handling upon Bidder's payment for the costs. These reports, documents, and other information are not part of the Contract Documents. Nevertheless, by submitting a Bid, Bidder accepts full responsibility for reviewing, knowing and understanding the contents of all of these materials.
- C. Inclusion in Project Manual. Geotechnical reports may be included in the Project Manual and information regarding existing conditions may also be included in the Project Manual, but neither shall be considered part of the Contract Documents.
- D. Available Documentation. The following documentation is available for review for Contract Number 45-5.1-7 #1A through Owner and on Owner's website:
1. Geotechnical Investigation
Mirabel Fish Screen and Ladder Replacement Project
Santa Rosa, CA
Brunsing Associates, Inc.
March 12, 2013
 2. Cultural Resources Survey for the Mirabel Fish Screen and Fish Ladder Replacement Project
near Forestville, Sonoma County, California
Tom Origer & Associates
July 27, 2012
 3. Geotechnical Investigation
Ground Improvement
Mirabel Fish Passage and Seismic Improvement Project
Forestville, California
HDR Engineering, Inc.
August 14, 2013

4. Geotechnical Data Report
Wohler-Mirabel Liquefaction Mitigation/Ground Improvement Study and
Russian River-Cotati Intertie Crossing
at the Russian River
MMI Engineering, Inc.
September 26, 2011
5. Mirabel Site Seismic Improvements Project
Construction Documents
Sonoma County Water Agency
August 2013
6. Methods and Assumptions for Preliminary Assessment of Potential Groundwater
Seepage Rates for Mirabel Fish Ladder Project Memo
Sonoma County Water Agency
January 10, 2014
7. Russian River-Cotati Intertie Project
Wohler Dam & Diversion
Photos and Inspection Records
1974
8. Hydrogeologic Investigation
Estimation of Hydraulic Conductivity
Russian River near Forestville, Sonoma County, California
Lawrence Berkeley National Laboratory, USGS, and Sonoma County Water Agency
November 2004
9. Hydrogeologic Investigation
Capacity Analysis - Wohler Collector Wells
Russian River near Forestville, Sonoma County, California
ERM-West, Inc.
February 2010
10. Hydrogeologic Investigation
Capacity Analysis - Mirabel Collector Wells
Russian River near Forestville, Sonoma County, California
ERM-West, Inc.
September 2011
11. Hydrogeologic Investigation
Modflow Simulation Analysis
Russian River near Forestville, Sonoma County, California
PES Environmental, Inc.
September 13, 2000
12. Hydrogeologic Investigation
Wohler Aquifer Study
Russian River near Forestville, Sonoma County, California
Harding Lawson Associates
February 1988

13. Hydrogeologic Data
Groundwater Level Data
Russian River near Forestville, Sonoma County, California
Sonoma County Water Agency
October 2008 – September 2013

3. USE OF INFORMATION ON EXISTING CONDITIONS

- A. Aboveground Existing Conditions. Under no circumstances shall Owner be deemed to make a warranty or representation of existing aboveground conditions, as-built conditions, or other aboveground actual conditions verifiable by reasonable independent investigation. These conditions are verifiable by Bidder by the performance of its own independent investigation that Bidder must perform prior to bidding and Bidder must not rely on the information supplied by Owner regarding existing conditions. Bidder represents and agrees that in submitting its Bid, it is not relying on any information regarding existing conditions supplied by Owner.
- B. Underground Facilities. Information supplied regarding existing Underground Facilities at or contiguous to the Site is based on information furnished to Owner by others (e.g., the owners or builders of such Underground Facilities or others). Except as expressly set forth in this Document 00320, Owner does not assume responsibility for the accuracy, completeness or thoroughness of this information, and Bidder is solely responsible for any interpretation or conclusion drawn from this information. Except as expressly set forth in this Document 00320, Owner will be responsible only for the general accuracy of information regarding Underground Facilities, and only for those Underground Facilities that are owned by Owner. This express assumption of responsibility applies only if Bidder has conducted the independent investigation required of it and discrepancies were not apparent.

4. LIMITED RELIANCE PERMITTED ON CERTAIN GEOTECHNICAL INFORMATION

- A. Geotechnical Data. Except as expressly set forth in this Document 00320, Owner does not warrant, and makes no representation regarding, the accuracy or thoroughness of any geotechnical data. Bidder represents and agrees that in submitting its Bid, it is not relying on any geotechnical data supplied by Owner, except as specifically set forth herein.
1. Bidder may rely upon the general accuracy of the “technical data” contained in the geotechnical reports and drawings identified above, but only insofar as it relates to subsurface conditions, provided Bidder has conducted the independent investigation required of it and discrepancies were not apparent. The term “technical data” in the referenced reports and drawings shall be limited as follows:
 - a. The term “technical data” shall include actual reported depths, reported quantities, reported soil types, reported soil conditions, and reported material, equipment, or structures that were encountered during subsurface exploration.
 - b. The term “technical data” does not include, and Bidder may not rely upon, any other data, interpretations, opinions or information shown or indicated in such drawings or reports that otherwise relate to subsurface conditions or described structures.
 - c. The term “technical data” shall not include the location of Underground Facilities.
 - d. Bidder may not rely on the completeness of reports and drawings for the purposes of bidding or construction. Bidder may rely upon the general accuracy of the “technical data” contained in such reports or drawings.

- e. Bidder is solely responsible for any interpretation or conclusion drawn from any “technical data” or any other data, interpretations, opinions, or information contained in supplied geotechnical data.

5. INVESTIGATIONS

- A. Before submitting a Bid, each Bidder shall be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (including, but not limited to, surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise, which may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of Contract Documents. Bidders shall advise Owner in writing during the Bid period of any questions, suppositions, inferences or deductions Bidders may have for Owner’s review and response.
- B. Owner has provided time in the period prior to bidding for Bidder to perform these investigations.

6. ACCESS TO SITE FOR INVESTIGATIONS

- A. During the Pre-Bid Site Visit(s), Owner will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems necessary for submission of a Bid. Bidders must fill all holes and clean up and restore the Site to its former conditions upon completion of such explorations, investigations, tests, and studies. Such investigations may be performed only under the provisions of Document 00200 (Instructions to Bidders) and Document 00700 (General Conditions) including, but not limited to, proof of insurance and obligation to indemnify against claims arising from such investigation work. Each Bidder shall supply all equipment required to perform any investigations as each Bidder deems necessary. Owner has the right to limit the number of pieces of machinery operating at one time due to safety concerns.

END OF DOCUMENT

DOCUMENT 00400

BID FORM

To be submitted as part of Envelope "A" by the time and date specified in Document 00200 (Instructions to Bidders), paragraph 1.

TO THE HONORABLE BOARD OF DIRECTORS OF THE SONOMA COUNTY WATER AGENCY

THIS BID IS SUBMITTED BY:

(Firm/Company Name)

Re: CONTRACT NUMBER 45-5.1-7 #1A, Mirabel Fish Screen and Fish Ladder Replacement

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the Sonoma County Water Agency, a public agency of the State of California ("Owner") in the form included in the Contract Documents, Document 00520 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00100 (Advertisement for Bids), and Document 00200 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 Days after the day of Bid opening.
3. In submitting this Bid, Bidder represents:
 - (a) Bidder has examined all of the Contract Documents and all of the Addenda (receipt of all of which is hereby acknowledged). The Addenda are listed below.

Addendum Number	Addendum Date	Signature of Bidder

- (b) Bidder has visited the Site and performed all tasks, research, investigation, reviews, examinations, and analysis and given notices, regarding the Project and the Site, as set forth in Document 00520 (Agreement), Article 5.

- (c) Bidder names the manufacturer or supplier of the following items, to be furnished under the Contract Documents:

	SECTION NUMBER	ITEM	MANUFACTURER/SUPPLIER
1.	05920	Flat Panel Fish Screens and Associated Metal Works	Manufacturer:
2.	11296	Fish Screen Cleaner	Manufacturer:
3.	02488	Permanent Sheet Piling	Supplier:
4.	02170	Cofferdam	Supplier:

- (d) Bidder has given Owner prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by Owner is acceptable to Contractor.

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

SCHEDULE OF BID PRICES

All Bid items, including lump sums and unit prices, must be filled in completely. Bid items are described in Section 01100 (Summary of Work). Quote in figures only, unless words are specifically requested.

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
1.	Bonds	XXXXXX	Lump Sum	XXXXX	\$
2.	Insurance	XXXXXX	Lump Sum	XXXXX	\$
3.	Safety Program and Implementation	XXXXXX	Lump Sum	XXXXX	\$
4.	Construction Material Waste Management Plan and Implementation	XXXXXX	Lump Sum	XXXXX	\$
5.	Installation, Operation, and Maintenance Manuals	XXXXXX	Lump Sum	XXXXX	\$

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
6.	Storm Water Pollution Prevention Plan and Implementation	XXXXXX	Lump Sum	XXXXX	\$
7.	Mobilization/ Demobilization	XXXXXX	Lump Sum	XXXXX	\$
8.	Shoring and Bracing	XXXXXX	Lump Sum	XXXXX	\$
9.	Demolition	XXXXXX	Lump Sum	XXXXX	\$
10.	Dewatering Plan and Implementation	XXXXXX	Lump Sum	XXXXX	\$
11.	Driven Steel Pipe Piles	XXXXXX	Lump Sum	XXXXX	\$
12.	Sheet Pile Retaining Wall System	XXXXXX	Lump Sum	XXXXX	\$
13.	Fish Ladder Structure	XXXXXX	Lump Sum	XXXXX	\$
14.	Intake Fish Screen Structure	XXXXXX	Lump Sum	XXXXX	\$
15.	Fish Screen Equipment	XXXXXX	Lump Sum	XXXXX	\$
16.	Fish Screen Cleaner	XXXXXX	Lump Sum	XXXXX	\$
17.	Viewing Gallery	XXXXXX	Lump Sum	XXXXX	\$
18.	Site Work	XXXXXX	Lump Sum	XXXXX	\$
19.	River Crossing Conduit	XXXXXX	Lump Sum	XXXXX	\$
20.	Electrical Work and Instrumentation	XXXXXX	Lump Sum	XXXXX	\$
21.	Starting and Adjusting	XXXXXX	Lump Sum	XXXXX	\$
22.	Temporary Dam and Rock Fish Passage	XXXXXX	Lump Sum	XXXXX	\$
23.	All Other Work	XXXXXX	Lump Sum	XXXXX	\$
TOTAL BID PRICE					\$
24.	Contingency Reserve	XXXXXX	XXXXXX	XXXXX	\$250,000.00
TOTAL					\$

Total: _____
 (Words)

- 5. Subcontractors for work included in all Bid items are listed on the attached Document 00430 (Subcontractors List).

- 6. The undersigned Bidder understands that Owner reserves the right to reject this Bid.
- 7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in paragraph 2 of this Document 00400 or at any other time thereafter unless the Notice of Award is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00200 (Instructions to Bidders) within the times specified therein. These documents include, but are not limited to, Document 00520 (Agreement), Document 00611 (Construction Performance Bond), and Document 00612 (Construction Labor and Material Payment Bond).
- 8. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
- 9. The undersigned Bidder herewith encloses cash, a cashier’s check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00200 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to “Sonoma County Water Agency.”
- 10. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00700 (General Conditions) and to complete all work within the time specified in Document 00520 (Agreement). The undersigned Bidder acknowledges that Owner has reserved the right to delay or modify the commencement date. The undersigned Bidder further acknowledges Owner has reserved the right to perform independent work at the Site, the extent of such work may not be determined until after the opening of the Bids, and that the undersigned Bidder will be required to cooperate with such other work in accordance with the requirements of the Contract Documents.
- 11. The undersigned Bidder agrees that, in accordance with Document 00700 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00520 (Agreement) shall be as set forth in Document 00520 (Agreement).
- 12. The names of all persons interested in the foregoing Bid as principals are:

(IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full).

NAME OF BIDDER: _____
 licensed in accordance with an act for the registration of Contractors, and with
 license number: _____ Expiration: _____.

 Where incorporated, if applicable _____

Principals

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature of Bidder

Date of Execution

Place of Execution

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: _____

Contractor's Representative(s), (name, title): _____

Officers authorized to sign contracts: _____

Signature of Officer

Title

Date of Execution

Place of Execution

Telephone Number(s): _____

Fax Number(s): _____

Email address(es):

Date of Bid:

END OF DOCUMENT

DOCUMENT 00411

BOND ACCOMPANYING BID

KNOW ALL BY THESE PRESENTS:

That the undersigned _____ [Name of Contractor] as Principal and the undersigned as Surety are held and firmly bound unto the SONOMA COUNTY WATER AGENCY, a public agency of the State of California ("Owner"), as obligee, in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America being at least ten percent (10%) of the aggregate amount of said Principal _____'s base Bid, for the payment of which, well and truly to be made, we bind ourselves, our successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is submitting a Bid for Owner Contract Number 45-5.1-7 #1A, Mirabel Fish Screen and Fish Ladder Replacement.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by the said Principal be accepted and the Contract be awarded to said Principal and said Principal shall within the required periods enter into the Contract so awarded and provide the required Construction Performance Bond, Construction Labor and Material Payment Bond, insurance certificates, and all other endorsements, forms, and documents required under Document 00200 (Instructions to Bidders), then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument this _____ day of _____, 20____, in _____, California.

(Corporate Seal)

By

Principal

Surety

(Corporate Seal)

By

Attorney in Fact

(Evidence of execution shall be provided by Notarial Acknowledgement of the same, in accordance with California Civil Code section 1189, as amended January 1, 2008.)

END OF DOCUMENT

DOCUMENT 00420

BIDDER REGISTRATION FORM

INSTRUCTIONS

In order to register to undertake work for the Sonoma County Water Agency, Bidder must provide the following:

- 1) Fill out this registration form completely; do not leave blanks.
- 2) Provide certificates of insurance or a letter evidencing coverage complying with paragraph 4.2 of Document 00700 (General Conditions).

INDEPENDENT CONTRACTOR REGISTRATION

Contractor's License # _____

Date: _____ Fed I.D. # _____

Full Corporate Name of Company: _____

Street Address: _____

Mailing Address: _____

Phone: _____ Fax: _____

Name of Principal Contact: _____

Type of Business: _____ Sole Proprietor _____ Partnership
 _____ Non-Profit 501 C3 _____ Corporation
 _____ other (please explain: _____)

INSURANCE

Workers' Compensation:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

General Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

Automobile Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

Umbrella or Excess Liability (if required for General Liability and/or Auto Liability):

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

Professional Liability (if applicable, as required by Document 00800 [Supplementary Conditions]):

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

Environmental Impairment Liability (if applicable, as required by Document 00800 [Supplementary Conditions]):

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

BIDDER CERTIFIES, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES THE SONOMA COUNTY WATER AGENCY, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

Signature

Date

END OF DOCUMENT

DOCUMENT 00430

SUBCONTRACTORS LIST

Bidder submits the following information as to the subcontractors Bidder intends to employ if awarded the Contract.

Full Name of Subcontractor and Address of Mill or Shop	Email address of Subcontractor	Description of Work: Reference To Bid Items	Subcontractor's License No.	*DBE, *SBE, or *DVBE? [Y/N]

[* As defined by Section 01415 Attachment D.](#)

(Bidder to attach additional sheets if necessary)

END OF DOCUMENT

DOCUMENT 00450

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

STATEMENT OF QUALIFICATIONS CHECKLIST

This checklist is for Bidder's convenience and lists some of the completed documents Bidder shall ensure are submitted with Bidder's Statement of Qualifications.

- Letter of Assurance Regarding Performance and Payment Bonds (Document 00450, Attachment "A"). Modification of this form may result in rejection of the bid as non-responsive.
- Authorization to Contact Surety Form (Document 00450, Attachment "B")
- Statement of Qualifications Questionnaire (Document 00450, Attachment "C")
- Technical Resources identification and description
- Résumés of Key Personnel
- Cal/OSHA 300A log for 2013

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1. REQUIRED CONTENTS OF SOQ SUBMISSION

- A. Financial Capacity. Include audited or reviewed financial statements for the three most recently completed fiscal years for Bidder and each member of any proposed consortium or joint venture. Bidder must also include audited or reviewed financial statements for the three most recently completed fiscal years for any parent company(ies) of Bidder and each member of any proposed consortium or joint venture. Bidder shall fully disclose the nature and extent of any material changes in Bidder's financial condition since the date of its most recent audited or reviewed financial statement(s).
- B. Capability to Provide Required Performance and Payment Bonds.
1. Include a completed "Letter of Assurance Regarding Performance and Payment Bonds" from Bidder's Surety in the form attached to this Document 00450 as Attachment "A";
 2. Include a completed "Authorization to Contact Surety" from Bidder in the form attached to this Document 00450 as Attachment "B."
- C. Human and Physical Resources. Identify, describe, and quantify for Bidder and separately for Bidder's "designated Subcontractor(s)" (as defined in Document 00200 Instructions to Bidders), if any, the following technical resources for the Work:
1. For products or materials listed in the "Major Products List" (see Section 01330 [Submittal Procedures]), provide description and location of manufacturing facilities, naming products and quantifying production capacity and current demand;
 2. Description of field organization(s), naming skills and equipment;
 3. Description of safety program, quality control procedures, and safety experience; and
 4. Evidence of a valid California contractor's license and required licenses of all persons who are Key Personnel of the Bidder or any designated Subcontractor.
- D. Completed Questionnaire. Include a completed "Statement of Qualifications Questionnaire" in the form attached to this Document 00450 as Attachment "C." Add supplementary information, if necessary.
- E. Résumés of Proposed Key Personnel. Include a resume for each named Key Personnel of Bidder, and Bidder's (including but not limited to the superintendent) designated Subcontractor(s), to include the following:
1. Name and proposed assignment of Key Personnel - do not include home addresses or phone numbers;
 2. Years of experience;
 3. Education - degrees, schools, and years obtained;
 4. Professional registration(s);
 5. Fluency in English (Yes/No);
 6. Experience directly related to above proposed assignment;
 7. At least three client references, including contact names, addresses, and telephone numbers; and
 8. Description of experience requirements as required by Document 00200 (Instructions to Bidders).
- F. Litigation History. Bidder shall submit a description of all claims and litigation matters, whether pending or resolved, brought by or against Bidder in the last five (5) years, which description shall include, for each such matter, the names of involved parties, the nature of dispute, and its disposition, including the dollar amount of any judgment or settlement.

2. GENERAL CONDITIONS

- A. General Conditions for Content. The SOQ shall be clear and concise to enable management-oriented personnel to make a thorough evaluation and arrive at a sound determination as to whether the SOQ meets Owner's requirements. To this end, the SOQ shall be so specific, detailed, and complete as to demonstrate clearly and fully that the Bidder has a thorough understanding of and has demonstrated knowledge of the requirements to perform the Work (or applicable portion thereof).
- B. Explanations to SOQ. Any explanation requested by a Bidder regarding the meaning or interpretation of this Document 00450 shall be requested in writing in accordance with Document 00200 (Instructions to Bidders). Oral explanations or instructions will not be binding. Any information provided to any prospective Bidder concerning this Document 00450 will be furnished to all prospective Bidders as an Addendum to the Bidding Documents.

3. DEFINITIONS

- A. Except as set forth herein, all abbreviations and definitions of terms used in this Document 00450 are as set forth in Document 00700 (General Conditions) or Section 01420 (References and Definitions).

LETTER OF ASSURANCE REGARDING PERFORMANCE AND PAYMENT BONDS,
AUTHORIZATION TO CONTACT SURETY FORM, AND STATEMENT OF QUALIFICATION
QUESTIONNAIRE ARE ON FOLLOWING PAGES

ATTACHMENT "A" -- Letter of Assurance Regarding Performance and Payment Bonds

To Sonoma County Water Agency:

This letter is written by _____ [insert name of surety], a surety duly licensed to do business in the State of California, having a financial rating from A. M. Best Company of A or better. The purpose of this letter is to advise the Sonoma County Water Agency that this surety has agreed to provide _____ [insert name of Bidder] with the required performance and payment bonds in accordance with the requirements set forth in Documents 00611 (Construction Performance Bond) and 00612 (Construction Labor and Material Payment Bond) for the Mirabel Fish Screen and Fish Ladder Replacement, if the Bid submitted by said Bidder is accepted and the Contract is awarded to said Bidder. These performance and payment bonds shall be in the minimum penal sums provided therein.

Signature of Surety's Authorized Representative

Name and Title

Date

ATTACHMENT "B" -- Authorization to Contact Surety

The Sonoma County Water Agency is hereby authorized to verify with the Surety identified in Attachment "A" that the Surety will, based upon Bid prices, issue the required bonds under the conditions stated in Attachment "A."

Signature of Bidder's Authorized Representative

Name and Title

Date

ATTACHMENT "C" -- Statement of Qualifications Questionnaire

Bidders shall complete the entire Statement of Qualification Questionnaire and submit it in accordance with Document 00200 (Instructions to Bidders) and this Document 00450. Failure to complete the questionnaire or inclusion of any false statement(s) shall be grounds for immediate disqualification. Label attachments with a reference to the related document, part, and question number.

BIDDER'S CONTACT INFORMATION

Company Name: _____

Owner of Company: _____

Contact Person: _____

Address: _____

Phone: _____ Fax: _____

PART A: GENERAL INFORMATION

Complete Part A before proceeding to Part B.

- 1. Does Bidder possess a valid and current California Contractor’s license for the Work proposed? Yes _____ No _____
- 2. Does Bidder have a minimum general liability insurance coverage as required by Document 00800 (Supplementary Conditions)? Yes _____ No _____

Bidder will be immediately disqualified if any answer to questions 1 or 2 above is No.

- 3. Has Bidder’s license been suspended or revoked at any time in the last five years? Yes _____ No _____
- 4. Has Bidder been “default terminated” by an owner (other than for convenience), or has a Surety completed a contract for Bidder within the last five years? Yes _____ No _____
- 5. Labor Commissioner assessments or determination of ineligibility to bid:
 - a. Has Bidder had a final civil wage and penalty assessment against it from the Labor Commissioner more than twice in the last five years? Yes _____ No _____
 - b. Has Bidder been determined by the Labor Commissioner to be ineligible to bid on public contracts more than twice in the last five years? Yes _____ No _____

Bidder will be immediately disqualified if any answer to questions 3, 4, 5.a, or 5.b above is Yes.

PART B: SAFETY, PREVAILING WAGE, DISPUTES, AND BONDS

(SAFETY)

- 1. Do you have any Cal/OSHA Citations or Penalties: Yes_____ No_____

If yes, please submit the following information to determine if Bidder meets the suggested safety criteria for this Project. Describe any Cal/OSHA citations and penalties that Bidder has received in the last three years. For each occurrence state whether the action by Cal/OSHA resulted in a citation, or a penalty, or both. Describe the activities that led to the action by Cal/OSHA. Provide dates, citation numbers, penalty amounts, and any other relevant information regarding the action by Cal/OSHA. Responses shall be machine written or neatly printed on company letterhead and signed by an officer of the company.

Separate sheet attached.

- 2. Experience Modification Rates:

What were Bidder’s Interstate Experience Modification Rates as established by the Workers’ Compensation Insurance Rating Bureau for the following three years?

2011 _____
 2012: _____
 2013: _____

Average of last three years: _____ (no rounding)

If Bidder was not eligible to obtain a formal rating from the Workers’ Compensation Insurance Rating Bureau for any of the years listed above, Bidder shall submit written documentation from its workers’ compensation insurance company that establishes what Bidder’s equivalent experience modification rate would be.

If average of last three years is greater than 1.1, Bidder shall provide an explanation here or as a separate attachment:

- 3. Total Recordable Incident Rates (RIR):

What were Bidder’s Total Recordable Incident Rates (RIR) for each of the last three complete years?

2011 _____
 2012: _____
 2013: _____

Average of last three years: _____ (no rounding)

- 4. Total Lost Time Incident Rates (LTIR):
What were Bidder's Total Lost Time Incident Rates (LTIR) for each of the last three complete years?

2011 _____

2012: _____

2013: _____

Average of last three years: _____ (no rounding)

- 5. State the name of Bidder's safety engineer/manager or Site Safety Officer: _____
Attach a résumé or outline of this individual's safety and health qualifications and experience.

(PREVAILING WAGE PROVISIONS)

- 6. In the past five years, has Bidder been fined, penalized or otherwise found to have violated any prevailing wage or labor code provision? If yes, attach description of each occurrence.
Yes _____ No _____

(LICENSE PROVISIONS)

- 7. In the past five years, has Bidder changed names or license numbers? If so, please state reason for change and list previous name(s) and any previous license number for any of Bidder's principals.

Yes _____ No _____ Reason: _____

Previous name(s) and license number(s): _____

(DISPUTES)

- 8. In the past five years, has Bidder had any claims, litigation (pending or resolved), or disputes resulting in mediation or arbitration, or termination for cause associated with any project?
Yes _____ No _____
If yes, attach description of each such instance including details of total claim amount, judgment amount, or settlement amount, and the adverse party's (or parties') name(s) and phone number(s).

(BONDING)

9. Bonding Capacity - Provide documentation from Bidder's surety identifying the following:

Name of bonding company/surety: _____

Name of Surety Agent: _____

Surety Agent address: _____

Surety Agent phone number: _____

Is surety a California-admitted surety? Yes _____ No _____

Is surety listed in the current edition of the California Department of the Treasury's Listing of approved sureties? Yes _____ No _____

List surety's A.M. Best Rating: _____

What is Bidder's total bonding capacity? _____

What percentage rate does Bidder pay for bonds? _____

PART C: FINANCIAL INFORMATION

1. Has Bidder ever reorganized under the protection of the bankruptcy laws?
 Yes ___ No ___ If yes, please state when _____

2. If Bidder has had the general liability carrier identified in Document 00420 (Bidder Registration Form) for less than five years, please provide additional information below for balance of the past five years.
 Agency Name: _____
 Contact Name: _____
 Phone Number: _____
 Carrier: _____ Dates: _____ A.M. Best Rating: _____
 Carrier: _____ Dates: _____ A.M. Best Rating: _____
 Carrier: _____ Dates: _____ A.M. Best Rating: _____

3. Has Bidder ever had insurance terminated by a carrier? Yes ___ No ___
 If yes, explain on separate signed sheet marked with correlating cross-reference to this paragraph of the questionnaire.

4. Does Bidder have any outstanding or unsatisfied judgments? Yes ___ No ___
 If yes, attach for each such judgment an explanation of the steps Bidder has taken to ensure the judgment won't interfere with Bidder's performance of the Work.

PART D: EXPERIENCE OF PRIME CONTRACTOR

The unique nature of this Project requires prior similar experience of the firm and the Key Personnel assigned. Summarize similar project experience below and provide the detailed project information requested:

Years of Experience. List years of experience as a continuously operating entity engaged in the performance of similar work (Five years required, minimum): _____

Key Personnel. List Key Personnel who will be assigned to the Work:

Project Manager: _____

Project Superintendent: _____

Project Scheduler: _____

Project Foreman: _____

Professional preparing the dewatering plan (of Prime Contractor, or Subcontractor if Subcontractor performs such Work): _____

Qualifying Projects. List three construction projects of a similar nature and complexity, completed within the past ten years, with a contract dollar amount of at least \$5,000,000 each. Each of the three qualifying projects must include one of the following: 1) a fish screen, 2) fish ladder, or 3) concrete structures in a water or wastewater treatment or conveyance facility, including watertight concrete walls of 18 feet or higher. At least one of the three qualifying projects must have been constructed within a waterway (i.e. river, ocean, or delta). Names and references must be current and verifiable. If a separate sheet is used, it must contain all of the information shown on the table that follows:

LIST OF QUALIFYING PROJECTS - PRIME CONTRACTOR

	Project 1	Project 2	Project 3
Project Name			
Location			
Client			
Client Contact (name and phone number)			
Architect/Engineer			
Architect/Engineer Contact (name and phone number)			

	Project 1	Project 2	Project 3
Construction Manager, Project Manager, or Superintendent (name and phone number)			
Description of Project, Scope of Work Performed			
Total Construction Cost			
Completion Date			
Included 1) fish screen, 2) fish ladder, or 3) concrete structures in a water or wastewater treatment or conveyance facility, including watertight concrete walls of 18 feet or higher? Indicate how project meets requirement. [one required for each qualifying project]			
Constructed within a waterway (i.e. river, ocean, or delta)? (Yes or No) If yes, list type of waterway. [one required]			

Recent Projects.

Provide information about three most recently completed projects. Names and references must be current and verifiable. If a separate sheet is used, it must contain all of the following information:

	Recent Project 1	Recent Project 2	Recent Project 3
Project Name			
Location			
Client			
Client Contact (name and phone number)			
Architect/Engineer			
Architect/Engineer Contact (name and phone number)			
Construction Manager, Project Manager, or Superintendent (name and phone number)			

	Recent Project 1	Recent Project 2	Recent Project 3
Description of Project, Scope of Work Performed			
Total Construction Cost			
Completion Date			
Total Change Order Amount			
Original Scheduled Date of Completion			
Time Extensions Granted (number of Days)			
Actual Date of Completion			
Number of Stop Notices filed by subcontractors or suppliers			

Bidder certifies, under penalty of perjury, that the foregoing information is current and accurate and authorizes the Sonoma County Water Agency, and its agents and representatives to obtain a credit report and/or verify any of the above information.

Signature

Title

END OF DOCUMENT

DOCUMENT 00454

SUMMARY OF SUBCONTRACTORS/SUPPLIERS/VENDORS/SERVICE PROVIDERS HIRED

Purpose and Use: This form is to be updated by the Contractor each time a new entity is hired to provide services, supplies, or equipment for the duration of the Project. It is used by Owner to document compliance with DBE, SBE and DVBE outreach requirements as specified in Document 01415 Attachment D.

Name and Address [of entity providing service or supplies]	Description of Work or Supplies Procured	Date of Search and/or Advertisement	Industry code [e.g., NAICS] or work description used to search or post on websites	DBE/SBE/DVBE Certified? [Yes/No]	Attachments Required		
					DBE/SBE/DVBE Certificate [Yes/No/NA]	Supporting Documents* [Required for all]	Doc 00470** [Required for all]

*** Required Supporting Documents:**

Required Supporting Documentation:

- As further specified in Section 01415, Attachment D, please attach copies of 1) advertisement postings on the websites of each of the following government agencies and 2) search results showing website address, description of work, search criteria, and date of search performed on the websites for each of the following government agencies :
 - ✓ Small Business Administration (SBA)
 - ✓ Minority Business Development Agency (MBDA)
 - ✓ State Office of Small Business and Disabled Veteran Enterprises (OSDS)
- As further specified in Section 01415, Attachment D, please attach evidence that qualified DBE/SBE/DVBEs identified by Bidder were solicited. Examples of such evidence include records of communications between Bidder and identified DBE/SBE/DVBEs.

** Document 00470 (Certification Regarding Debarment Suspension Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions)

CERTIFICATION

I certify that I am duly authorized to bind the Contractor to this certification, that I have reviewed and understand the requirements described Section 01415, Attachment D, and that I have taken the steps required therein.

CONTRACTOR/BIDDER SIGNATURE:

TITLE:

DATE EXECUTED:

END OF DOCUMENT

DOCUMENT 00457

AFFIRMATIVE STEPS CHECKLIST

Purpose and Use: This form is to be completed by Bidder and submitted with its Bid in accordance with Document 00200. Complete this checklist, attach required supporting documentation, and provide a written explanation for “No” answers. Owner uses this form to evaluate DBE/SBE/DVBE outreach efforts undertaken by Bidder.

DBE Checklist		Yes	No
1	Did you solicit proposals or quotes from subcontractors/suppliers/vendors for this project?		
2	Did you break down the project, where economically feasible, into smaller tasks, quantities, or components to permit maximum participation by DBE/SBE/DVBE enterprises?		
3	Did project components have reasonable delivery schedules so as to encourage maximum participation of DBE/SBE/DVBEs?		
4	Did you provide sufficient time to facilitate the submission of DBE/SBE/DVBE proposals?		
5	Did you use the services of the Small Business Administration (SBA), Minority Business Development Agency of the US Department of Commerce (MBDA), and the State Office of Small Business and Disabled Veteran Enterprises (OSDS) to advertise and search for DBE/SBE/DVBEs?		
6	Did you identify DBE/SBE/DVBEs that may be potential sources of supplies, construction, and services?		
7	If the answer to Question 6 (above) was “yes,” did you solicit proposals or bids from those DBE/SBE/DVBEs?		

Required Supporting Documentation:

- As specified in Section 01415, Attachment D, please attach copies of 1) advertisement postings on the websites of each of the following government agencies and 2) search results showing website address, description of work, search criteria, and date of search performed on the websites for each of the following government agencies :
 - ✓ Small Business Administration (SBA)
 - ✓ Minority Business Development Agency (MBDA)
 - ✓ State Office of Small Business and Disabled Veteran Enterprises (OSDS)
- As further specified in Section 01415, Attachment D, please attach evidence that qualified DBE/SBE/DVBEs identified by Bidder were solicited. Examples of such evidence include records of communications between Bidder and identified DBE/SBE/DVBEs.

CERTIFICATION

I certify that I am duly authorized to bind the Bidder/Contractor to this certification, that I have reviewed and understand the requirements described Section 01415, Attachment D, and that I have taken the steps required therein.

CONTRACTOR/BIDDER SIGNATURE: _____

TITLE: _____

DATE EXECUTED: _____

END OF DOCUMENT

DOCUMENT 00459

SEMI-ANNUAL DBE/SBE/DVBE PROCUREMENT REPORT

Purpose and Use: Contractor shall complete and submit this form to Owner by March 31 and September 30 for the duration of the Project. This form documents DBE/SBE/DVBE procurements made during the semi-annual reporting period. Negative reports are required. Owner uses this information to report DBE/SBE/DVBE activity to its funding agency. Make additional copies of form as necessary.

1. Procurement Made By			3. Value of Procurement (\$)	4. Date of Procurement MM/DD/YY	5. Type of Product or Services (Enter Code from list below.*)	6. Name/ Address/Phone Number of DBE Sub-contractor or Supplier
Prime Contractor	Sub-contractor	Supplier				

*Type of product or service codes: 1 = Construction 2 = Supplies 3 = Services 4 = Equipment

CERTIFICATION

I certify that I am duly authorized to bind the Bidder/Contractor to this certification, that I have reviewed and understand the requirements described Section 01415, Attachment D, and that I have taken the steps required therein.

CONTRACTOR/BIDDER SIGNATURE: _____

TITLE: _____

DATE EXECUTED: _____

END OF DOCUMENT

DOCUMENT 00467

CERTIFICATION OF DRUG-FREE WORKPLACE

CONTRACTOR/ APPLICANT: _____

The contractor or applicant named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or applicant will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace,
 - b. The person’s or organization’s policy of maintaining a drug-free workplace,
 - c. Any available counseling, rehabilitation and employee assistance programs, and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or loan:
 - a. Will receive a copy of the company’s drug-free policy statement, and
 - b. Will agree to abide by the terms of the company’s statement as a condition of employment on the contract or loan.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL’S NAME:

DATE EXECUTED: _____ EXECUTED IN COUNTY OF: _____

CONTRACTOR/ APPLICANT SIGNATURE: _____

TITLE: _____

END OF DOCUMENT

DOCUMENT 00469

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION - CONTRACTOR**

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

1. The undersigned prospective participant certifies, by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

[Note: to be executed by all principals]

Organization Name	Project Name
-------------------	--------------

Print or type Name and Title of Authorized Representative

Signature(s)	Date
--------------	------

Print or type Name and Title of Authorized Representative

Signature(s)	Date
--------------	------

Print or type Name and Title of Authorized Representative

Signature(s)	Date
--------------	------

Print or type Name and Title of Authorized Representative

Signature(s)

Date

Print or type Name and Title of Authorized Representative

Signature(s)

Date

Print or type Name and Title of Authorized Representative

Signature(s)

Date

Print or type Name and Title of Authorized Representative

Signature(s)

Date

Print or type Name and Title of Authorized Representative

Signature(s)

Date

Print or type Name and Title of Authorized Representative

Signature(s)

Date

Instructions for Certification

1. By signing and submitting this bid, the prospective participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective participant shall provide immediate written notice to the person to whom this bid is submitted if at any time the prospective participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing 2 CFR part 180. You may contact the person to which this bid is submitted for assistance in obtaining a copy of those regulations.
5. The prospective participant agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective participant further agrees by submitting this bid that it will include Document 00470 (Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction) without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

END OF DOCUMENT

DOCUMENT 00470

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

1. The undersigned, a prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

[Note: to be executed by all principals]

Organization Name	Project Name
-------------------	--------------

Print or type Name and Title of Authorized Representative

Signature(s)	Date
--------------	------

Print or type Name and Title of Authorized Representative

Signature(s)	Date
--------------	------

Print or type Name and Title of Authorized Representative

Signature(s)	Date
--------------	------

Print or type Name and Title of Authorized Representative

Signature(s)

Date

Print or type Name and Title of Authorized Representative

Signature(s)

Date

Print or type Name and Title of Authorized Representative

Signature(s)

Date

Print or type Name and Title of Authorized Representative

Signature(s)

Date

Print or type Name and Title of Authorized Representative

Signature(s)

Date

Print or type Name and Title of Authorized Representative

Signature(s)

Date

Print or type Name and Title of Authorized Representative

Signature(s)

Date

Instructions for Certification

1. By signing and submitting this bid, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this bid is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR 180. You may contact the person to which this bid is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this bid that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

END OF DOCUMENT

DOCUMENT 00471

CERTIFICATION OF COMPLIANCE WITH STATE AND FEDERAL LAWS AND AUTHORITIES

Contractor agrees to comply, and shall require all Subcontractors to comply, with the following grant provisions required by the Department of Fish and Wildlife:

1. **AUDIT:** Contractor agrees that the California Department of Fish and Wildlife, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment (unless a longer period of records retention is stipulated). Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code, CCR Title 2, Section 1896).
2. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement. The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.
3. **DISCLOSURE REQUIREMENTS:** Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared through an Agreement with the State. The disclosure statement shall include the Agreement number and dollar amount of all Agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report.
4. **UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESSES:** The Contractor agrees that affirmative steps will be taken to assure that qualified small, minority and women-owned businesses are used when possible as sources of supplies, construction, and services in the performance of grant-assisted Agreements and subcontracts. Affirmative steps taken shall include the following:
 - a. Including qualified small, minority and women-owned businesses on solicitation lists;
 - b. Assuring that small, minority and women-owned businesses are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or

- d. Establishing delivery schedules, where the requirements of the work permit, which will encourage participation by small, minority and women-owned businesses;
 - e. Using the services and assistance of the Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and the State Office of Small Business and Disabled Veteran Business Enterprise Certification; and
 - f. If the Contractor awards subcontracts, requiring the subcontractor to take the affirmative steps in paragraphs a through e of this section.
5. **PRIVITY:** This Project is funded in whole or in part by a grant from the Federal Government. Neither the United States nor any of its departments, agencies, or employees are, or will be, a part to this Agreement or any lower tier subcontract or to any solicitation or request for proposal.
6. **STANDARDS FOR FINANCIAL MANAGEMENT:** The Contractor and all subcontractors shall maintain fiscal control and accounting procedures which are sufficient to:
- a. Permit preparation of reports required by Title 48 CFR Part 31 (including those required by Title 48 CFR part 31.40 and 31.41) and statutes authorizing the grant.
 - b. Permit tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable statutes.

A requirement to this effect shall be places in all subcontracts related to the performance of work under this agreement.

7. **ENVIRONMENTAL QUALITY:** The Contractor and all subcontractors shall comply with all applicable standards, orders, or requirements issued under Section 306of the Clean Air Act, Title 42 U.S.C 1857(h), Section 508 of the Clean Air Act, Title 33 U.S.C 1368 Executive Order 11738 and Title 40 CFR part 15.

The Contractor shall comply with mandatory standards and policies related to energy efficiency which are contained in the State.

CERTIFICATION

I certify that that _____
(Print Name of Contractor)

has, or will, comply with the above list of state and federal laws and authorities.

Signature of Authorized Representative or Designee

(Date)

END OF DOCUMENT

DOCUMENT 00473

CERTIFICATION REGARDING NEW RESTRICTIONS ON LOBBYING - CONTRACTOR

Contractor agrees to comply, and shall require all Subcontractors to comply, with 15 CFR 28, New Restrictions on Lobbying, including the following certification:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form t6 Report Lobbying" in accordance with its instructions.
- (3) The Recipient shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME:

DATE EXECUTED:

EXECUTED IN COUNTY OF:

CONTRACTOR/APPLICANT SIGNATURE:

TITLE:

END OF DOCUMENT

DOCUMENT 00474

CERTIFICATION REGARDING NEW RESTRICTIONS ON LOBBYING - LOWER TIERS

The undersigned agrees to comply, with 15 CFR 28, New Restrictions on Lobbying, including the following certification:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form t6 Report Lobbying" in accordance with its instructions.
- (3) The Recipient shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME:

DATE EXECUTED:

EXECUTED IN COUNTY OF:

CONTRACTOR/APPLICANT SIGNATURE:

TITLE:

END OF DOCUMENT

DOCUMENT 00481

NONCOLLUSION DECLARATION
PUBLIC CONTRACT CODE §7106

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.
[Office of Declarant] [Name of Bidder]

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

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

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

Signature of Principal

END OF DOCUMENT

CONTRACTING REQUIREMENTS

DOCUMENT 00505

NOTICE OF INTENT TO AWARD FOR CONSTRUCTION

DATE POSTED: _____

CONTRACT NUMBER: 45-5.1-7 #1A

PROJECT TITLE: MIRABEL FISH SCREEN AND FISH LADDER REPLACEMENT

Grant Davis, the General Manager of the Sonoma County Water Agency, intends to recommend to the Board of Directors of the Sonoma County Water Agency the award of the above-referenced Project to _____.

(Name of Contractor)

Grant Davis
General Manager

By: _____

(Print name)

Title: _____

Date: _____

END OF DOCUMENT

DOCUMENT 00510

NOTICE OF AWARD

Dated _____

TO: _____

ADDRESS: _____

CONTRACT NO.: 45-5.1-7 #1A

CONTRACT FOR:

Mirabel Fish Screen and Fish Ladder Replacement

The Contract Sum of your contract is _____ Dollars (\$_____).

1. Several copies of the proposed Contract Documents listed below accompany this Notice of Award.
2. You must comply with the following conditions precedent by 5:00 p.m. of the 20th Day following the date of this Notice of Award, that is, by _____, _____ [month day, year].
 - a. Deliver to Owner four fully executed counterparts of Document 00520 (Agreement). Each copy of Document 00520 (Agreement) must bear your original signature on the signature page and your initials on each page.
 - b. Deliver to Owner four originals of Document 00611 (Construction Performance Bond), executed by you and your surety.
 - c. Deliver to Owner four originals of Document 00612 (Construction Labor and Material Payment Bond), executed by you and your surety.
 - d. Deliver to Owner original set of the insurance certificates with endorsements required under Document 00700 (General Conditions).
 - e. Deliver to Owner four original copies of Document 00630 (Guaranty), each executed by you.
 - f. Deliver to Owner one complete set of the documentary evidence received or generated by you in preparation of Bid prices for this Contract, as set forth in Document 00670 (Escrow Bid Documents).
3. Failure to comply with these conditions within the time specified will entitle Owner to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid security forfeited.
4. Within 21 Days after you comply with the conditions in paragraph 2 of this Document 00510, Owner will return to you one fully signed counterpart of Document 00520 (Agreement) with ten copies of the Project Manual (including Specifications and Drawings) and five sets of full-size Drawings.

5. Attend a Post-Notice of Award Meeting at Owner's office. This meeting will be scheduled for approximately one week after this Notice of Award is issued.
6. Upon commencement of Work, you and each of your Subcontractors shall certify and provide to Owner copies of payroll records on forms provided by the Division of Labor Standards Enforcement, in accordance with Section 1776 of the California Labor Code.
7. Contractor is encouraged to submit Submittals 21 Days from this Notice of Award.

SONOMA COUNTY WATER AGENCY
A Public Agency of the State of California ("Owner")

BY: _____
Grant Davis, General Manager

END OF DOCUMENT

DOCUMENT 00520

AGREEMENT

Order#: 7357/7532

THIS AGREEMENT, dated this ___ day of _____, 20__, by and between _____ [Name of Contractor] whose place of business is located at

_____, [Address of Contractor] ("Contractor"), and the SONOMA COUNTY WATER AGENCY ("Owner"), a public agency of the State of California acting under and by virtue of the authority vested in the Owner by the laws of the State of California.

Owner is currently pursuing ISO 9001 and ISO 14001 certification. ISO provides a program for documentation and consistent implementation of an organization's processes in order to ensure repeatability, accuracy, and predictability while achieving optimal customer satisfaction. ISO 9001 refers to Quality Management Systems (QMS) and ISO 14001 refers to Environmental Management Systems (EMS). The QMS focuses on business performance and achieving success, while the EMS focuses on reducing Owner's environmental impact. Owner has integrated the two management systems into one system referred to as Owner's EMS/QMS. Contract Documents contain information and requirements related to ISO.

WHEREAS, Owner, by its Board Action on the ___ day of _____ awarded to Contractor the following Contract:

**CONTRACT NUMBER 45-5.1-7 #1A
MIRABEL FISH SCREEN AND FISH LADDER REPLACEMENT**

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and Owner agree as follows:

Article 1. Work

1.1 Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents.

Article 2. Notices to Owner

2.1 Owner has designated Dennis Daly, Construction Management Section Manager, to act as Owner's Representative(s), who will represent Owner in performing Owner's duties and responsibilities and exercising Owner's rights and authorities in Contract Documents. Owner may change the individual(s) acting as Owner's Representative(s), or delegate one or more specific functions to one or more specific Owner's Representatives, including without limitation engineering, architectural, inspection and general administrative functions, at any time with notice and without liability to Contractor. Each Owner's Representative is the beneficiary of all Contractor obligations to Owner, including without limitation, all releases and indemnities.

- 2.2 Consulting Engineer: HDR Engineering, Inc., 2365 Iron Point Road, Suite 300, Folsom, California 95630. Consulting Engineer’s duties will include only reviewing Submittals and RFIs and construction support services. Consulting Engineer has no authority to act on behalf of Owner, to stop Work, to interpret conditions of the Contract, or to give direction to Contractor.
- 2.3 Consultant: Brunsing Associates, Inc., 5468 Skylane Boulevard, Suite 201, Santa Rosa, California, 95403. Consultant’s duties will include only reviewing Submittals and RFIs and construction support services. Consulting Engineer has no authority to act on behalf of Owner, to stop Work, to interpret conditions of the Contract, or to give direction to Contractor.
- 2.4 All notices or demands to Owner under the Contract Documents shall be to Owner’s Representative at:
 Hard copies: 404 Aviation Blvd., Santa Rosa, California 95403-9019
 Electronic: address to be provided to Contractor by Owner with Notice to Proceed or to such other person(s) and address(es) as Owner shall provide to Contractor.

Article 3. Contract Time and Liquidated Damages

3.1 Contract Time.

Contractor shall commence Work on the date established in the Notice to Proceed. Owner reserves the right to modify or alter the Commencement Date of the Work.

Contractor shall achieve Substantial Completion of the entire Work within 500 Days from the date when the Contract Time commences to run as provided in Document 00700 (General Conditions). Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment in accordance with Section 01770 (Contract Closeout) 530 Days from the date when the Contract Time commences to run as provided in Document 00700 (General Conditions).

In addition to the foregoing, Contractor shall achieve Milestones within the respective number of Days from the date when the Contract Time commences to run as provided in Document 00700 (General Conditions) indicated as follows:

<u>Milestone</u>	<u>Description</u>	<u>Days from Contract Start Date to Achieve Milestone</u>
Milestone 1	Install Temporary Dam and Rock Fish Passage for first season	45
Milestone 2	Completion of Work to a point which allows Owner to operate the existing inflatable dam without the intrusion of water affecting Contractor’s Work. If inflatable dam is not operable within the prescribed time period, Milestone 2 shall be considered complete upon installation of the Temporary Dam and Rock Fish Passage for the following season	330

3.2 Liquidated Damages.

Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss in the form of Contract administration expenses (such as Project management and consultant expenses), if all or any part of the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the Contract Documents. Consistent with Article 15 of Document 00700 (General Conditions), Contractor and Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by Owner because of a delay in completion of all or any part of the Work. Accordingly, Owner and Contractor agree that as liquidated damages for delay Contractor shall pay Owner:

- 3.2.1 One thousand nine hundred dollars (\$1,900.00) for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.
- 3.2.2 Eight hundred dollars (\$800.00) for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

These measures of liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by Owner resulting from delay in completion of the Work.

Liquidated damages for delay shall only cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by Owner as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, or other damages, including but not limited to damages resulting from Defective Work, lost revenues or costs of substitute facilities, penalties and other costs associated with violation of legal requirements or damages suffered by others who then seek to recover their damages from Owner (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

3.3 Service Reduction Damages.

Owner and Contractor recognize that Owner will also suffer financial loss from Owner's reduced ability to deliver water resulting from a shutdown of emergency pumps beyond the time specifically authorized by Owner in Section 01100 (Summary) or from failure to complete Milestones by the time specified herein for Contractor to achieve Milestones. Contractor and Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by Owner because of such service reductions. Accordingly, Owner and Contractor agree that as damages for such service reductions Contractor shall pay Owner:

- 3.3.1 Six thousand five hundred twenty five dollars (\$6,525) for each Day that expires after the time specifically authorized herein for Contractor to achieve Milestone 1, until achieved.
- 3.3.2 Six thousand five hundred twenty five dollars (\$6,525) for each Day that expires after the time specifically authorized herein for Contractor to achieve Milestone 2, until achieved.

3.3.3 Seventeen thousand eight hundred eighty nine dollars (\$17,889) for each Day that emergency pumps are shutdown in excess of the number of Days specifically authorized in Section 01100 (Summary).

These measures of damages, except as provided below, shall be presumed to be the damages suffered by Owner resulting from shutdown time of emergency pumps beyond that specifically authorized by the Contract Documents or from failure to complete Milestones by the time specified herein for Contractor to achieve Milestones.

Damages under this Section 3.3 shall only cover Owner’s financial and administrative loss from inability or difficulty in delivering water due to specific service reductions described above and not any other loss or damage, liquidated or otherwise, suffered by Owner as a result of service reductions, delay, or other cause. Damages under this Section 3.3 shall not cover the cost of completion of the Work, damages resulting from Defective Work, or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from Owner (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

Article 4. Contract Sum

4.1 Owner shall pay Contractor the Contract Sum for completion of Work in accordance with Contract Documents as follows:

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
1.	Bonds	XXXXXX	Lump Sum	XXXXX	\$
2.	Insurance	XXXXXX	Lump Sum	XXXXX	\$
3.	Safety Program and Implementation	XXXXXX	Lump Sum	XXXXX	\$
4.	Construction Material Waste Management Plan and Implementation	XXXXXX	Lump Sum	XXXXX	\$
5.	Installation, Operation, and Maintenance Manuals	XXXXXX	Lump Sum	XXXXX	\$
6.	Storm Water Pollution Prevention Plan and Implementation	XXXXXX	Lump Sum	XXXXX	\$
7.	Mobilization/ Demobilization	XXXXXX	Lump Sum	XXXXX	\$
8.	Shoring and Bracing	XXXXXX	Lump Sum	XXXXX	\$
9.	Demolition	XXXXXX	Lump Sum	XXXXX	\$

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
10.	Dewatering Plan and Implementation	XXXXXX	Lump Sum	XXXXX	\$
11.	Driven Steel Pipe Piles	XXXXXX	Lump Sum	XXXXX	\$
12.	Sheet Pile Retaining Wall System	XXXXXX	Lump Sum	XXXXX	\$
13.	Fish Ladder Structure	XXXXXX	Lump Sum	XXXXX	\$
14.	Intake Fish Screen Structure	XXXXXX	Lump Sum	XXXXX	\$
15.	Fish Screen Equipment	XXXXXX	Lump Sum	XXXXX	\$
16.	Fish Screen Cleaning System	XXXXXX	Lump Sum	XXXXX	\$
17.	Viewing Gallery	XXXXXX	Lump Sum	XXXXX	\$
18.	Site Work	XXXXXX	Lump Sum	XXXXX	\$
19.	River Crossing Conduit	XXXXXX	Lump Sum	XXXXX	\$
20.	Electrical Work and Instrumentation	XXXXXX	Lump Sum	XXXXX	\$
21.	Starting and Adjusting	XXXXXX	Lump Sum	XXXXX	\$
22.	Temporary Dam and Rock Fish Passage	XXXXXX	Lump Sum	XXXXX	\$
23.	All Other Work	XXXXXX	Lump Sum	XXXXX	\$
TOTAL BID PRICE					\$
24.	Contingency Reserve	XXXXXX	XXXXXX	XXXXX	\$250,000.00
TOTAL					\$

Article 5. Contractor’s Representations

In order to induce Owner to enter into this Agreement, Contractor makes the following representations and warranties:

5.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

- 5.2 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, products specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which are identified in Document 00320 (Geotechnical Data and Existing Conditions) or which may appear in the Drawings. Contractor accepts the determination set forth in these Documents and Document 00700 (General Conditions) of the limited extent of the information contained in such materials upon which Contractor may be entitled to rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in such reports and drawings.
- 5.3 Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.2 of this Document 00520) that pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Document 00700 (General Conditions); and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.
- 5.4 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 5.5 Contractor has given Owner prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by Owner is acceptable to Contractor.
- 5.6 Contractor is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.
- 5.7 Contractor has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Contractor.
- 5.8 Contractor has listed the following Subcontractors pursuant to the Subcontractor Listing Law, California Public Contract Code §4100 *et seq.*:

Name of Subcontractor and Location of Mill or Shop	Description of Work: Reference To Bid Items	Subcontractor's License No.

Name of Subcontractor and Location of Mill or Shop	Description of Work: Reference To Bid Items	Subcontractor's License No.

5.9 Contractor has designated _____ [name], _____, [title] to act as Contractor's Representative(s), who will represent Contractor in performing Contractor's duties and responsibilities and exercising Contractor's rights and authorities in Contract Documents. Contractor may change the individual(s) acting as Contractor's Representative(s), or delegate one or more specific functions to one or more specific Contractor's Representatives, at any time with written notice and without liability to Owner, but Contractor is limited to two representatives.

Article 6. Contract Documents

6.1 Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

- Document 00510 Notice of Award
- Document 00520 Agreement
- Document 00550 Notice to Proceed
- Document 00611 Construction Performance Bond
- Document 00612 Construction Labor and Material Payment Bond
- Document 00630 Guaranty
- Document 00650 Agreement and Release of Any and All Claims
- Document 00660 Substitution Request Form
- Document 00670 Escrow Bid Documents
- Document 00680 Escrow Agreement for Security Deposit in Lieu of Retention
- Document 00700 General Conditions
- Document 00800 Supplementary Conditions
- Document 00910 Addenda
- Specifications Divisions 1 through 16
- Drawings listed in Drawing No. G1

6.2 There are no Contract Documents other than those listed in this Document 00520, Article 6. Document 00320 (Geotechnical Data and Existing Conditions), and the information supplied through this document, is not a Contract Document. The Contract Documents may only be amended, modified or supplemented as provided in Document 00700 (General Conditions).

Article 7. Miscellaneous

7.1 Terms and abbreviations used in this Agreement are defined in Document 00700 (General Conditions) and Section 01420 (References and Definitions) and will have the meaning indicated therein.

- 7.2 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 7.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contract Code §4100 *et seq.* This Contract shall not be assigned or transferred without approval of Owner's Board of Directors. Any such assignment or transfer without approval of Owner's Board of Directors shall be void and of no force and effect.
- 7.4 The Contract Sum includes all allowances (if any).
- 7.5 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, 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. §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 Owner tenders final payment to Contractor, without further acknowledgment by the parties.
- 7.6 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at Owner's Office, and shall be made available to any interested party on request. Owner has obtained the Federal Wage Decision as predetermined by the United States Secretary of Labor listing the general prevailing wages and fringes in the County in which the Work is to be performed for each craft and type of worker or mechanic needed to execute the Work. A copy of the Federal Wage Decision containing the Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor is included in Section 01415 (Regulatory Requirements – Funding). Contractor shall post said minimum wage rates in a prominent place at the Site. If there is a discrepancy or difference between the state prevailing wage rate and the federal minimum wage rate, Contractor shall pay not less than the higher wage rate. The current minimum federal or state wage rate in effect during the applicable pay period over the entire construction period shall be used. Owner will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor, the Contractor shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question. Pursuant to Section 1861 of the Labor Code, Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

Reviewed as to substance by Owner:

Grant Davis, Water Agency's General Manager

Reviewed as to funds by Owner:

Division Manager - Administrative Services

Reviewed as to form by County Counsel:

County Counsel

Certificates of Insurance and Guaranty are on file with and reviewed as to substance for Owner by:

Contract Administration/Inspection Date

Attest:

Clerk of the Board of Directors

CONTRACTOR:

[Contractor's name]

By: _____
[Signature]

[Please print name here]

Title: _____

[If Corporation: Chairman, President, or Vice President]

By: _____
[Signature]

[Please print name here]

Title: _____

[If Corporation: Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer]

OWNER:

SONOMA COUNTY WATER AGENCY , a
Public Agency of the State of California

By: _____
Chair, Board of Directors

END OF DOCUMENT

DOCUMENT 00550

NOTICE TO PROCEED

Dated: _____, 20__

To: _____

(Contractor)

Address: _____

CONTRACT FOR: CONTRACT NUMBER 45-5.1-7 #1A

You are notified that the Contract Time under the above Contract will commence to run on _____ 20__. On that date, you are to start performing your obligations with respect to Work under the Contract Documents. In accordance with Article 3 of Document 00520 (Agreement), the dates of Substantial Completion and Final Completion for the entire Work are _____, 20__ and _____, 20__, respectively. In addition, Contractor shall achieve Milestone 1 by _____, 20__ and Milestone 2 by _____, 20__.

In accordance with Article 11 of Document 00700 (General Conditions), on _____[date] you must submit preliminary schedules (Initial Schedule, Schedule of Submittals, and Schedule of Values).

In accordance with Section 01315 (Project Meetings), on _____ [date] you must attend a Schedule Review Meeting.

Before you may start any Work at the Site, you must:

[add conditions, if any] _____

From this date forward, submit one electronic copy and at least one hard copy of all Project documents, unless otherwise required by the Contract Documents. Submit electronic copies to: _____ [email address].

Upon commencement of the Work, you and each of your Subcontractors shall certify and provide Owner copies of payroll records on forms provided by the Division of Labor Standards Enforcement, in accordance with Section 1776 of the California Labor Code.

SONOMA COUNTY WATER AGENCY,
A Public Agency of the State of California

By : _____

Its: _____

[Notice to be sent in manner required by Contract Documents]

END OF DOCUMENT

DOCUMENT 00611

CONSTRUCTION PERFORMANCE BOND
STANDARD EDITION

THIS CONSTRUCTION PERFORMANCE BOND ("Bond") dated _____, is in the penal sum of _____

[which is one hundred percent of the Contract Sum], and is entered into by and between the parties listed below to ensure the faithful performance of the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, paragraphs 1 through 12, attached to this page. Any singular reference to _____ [insert name of Contractor] ("Contractor"), _____ [insert name of Surety] ("Surety"), Sonoma County Water Agency, a public agency of the State of California ("Owner") or other party shall be considered plural where applicable.

CONTRACTOR:

SURETY:

Name

Name

Address

Principal Place of Business

City/State/Zip

City/State/Zip

CONSTRUCTION CONTRACT:

MIRABEL FISH SCREEN AND FISH LADDER REPLACEMENT
CONTRACT NUMBER 45-5.1-7 #1A

at Sonoma County

Signed _____, 20__ in the Amount of \$ _____ (the "Penal Sum")

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

SURETY
Company: (Corp. Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Owner for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.
2. If Contractor completely and properly performs all of its obligations under the Construction Contract, Surety and Contractor shall have no obligation under this Bond.
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 3.1 Owner has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and
 - 3.2 Owner has agreed to pay the Balance of the Contract Sum:
 - 3.2.1 To Surety in accordance with the terms of this Bond and the Construction Contract;
or
 - 3.2.2 To a contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.
4. When Owner has satisfied the conditions of paragraph 3, Surety shall promptly (within 30 Days) and at Surety's expense elect to take one of the following actions:
 - 4.1 Arrange for Contractor, with consent of Owner, to perform and complete the Construction Contract (but Owner may withhold consent, in which case the Surety must elect an option described in paragraphs 4.2, 4.3 or 4.4, below); or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; provided, that Surety may not select Contractor as its agent or independent contractor without Owner's consent; or
 - 4.3 Undertake to perform and complete the Construction Contract by obtaining bids from qualified contractors acceptable to Owner for a contract for performance and completion of the Construction Contract and, upon determination by Owner of the lowest responsive and responsible Bidder, arrange for a contract to be prepared for execution by Owner and the contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract; and, if Surety's obligations defined in paragraph 6, below, exceed the Balance of the Contract Sum, then Surety shall pay to Owner the amount of such excess; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances and, after investigation and consultation with Owner, determine in good faith its monetary obligation to Owner under paragraph 6, below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined,

tender payment therefor to Owner with full explanation of the payment's calculation. If Owner accepts Surety's tender under this paragraph 4.4, Owner may still hold Surety liable for future damages then unknown or unliquidated resulting from the Contractor Default. If Owner disputes the amount of Surety's tender under this paragraph 4.4, Owner may exercise all remedies available to it at law to enforce Surety's liability under paragraph 6, below.

5. If Surety does not proceed as provided in paragraph 4, above, then Surety shall be deemed to be in default on this Bond ten Days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond. At all times Owner shall be entitled to enforce any remedy available to Owner at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect Work, mitigate damages, advance critical Work to mitigate schedule delay, or coordinate Work with other consultants or contractors.
6. Surety's monetary obligation under this Bond is limited by the amount of this Bond identified herein as the Penal Sum. This monetary obligation shall augment the Balance of the Contract Sum. Subject to these limits, Surety's obligations under this Bond are commensurate with the obligations of Contractor under the Construction Contract. Surety's obligations shall include, but are not limited to:
 - 6.1 The responsibilities of Contractor under the Construction Contract for completion of the Construction Contract and correction of Defective Work;
 - 6.2 The responsibilities of Contractor under the Construction Contract to pay liquidated damages, and for damages for which no liquidated damages are specified in the Construction Contract, actual damages caused by non-performance of the Construction Contract including, but not limited to, all valid and proper backcharges, offsets, payments, indemnities, or other damages;
 - 6.3 Additional legal, design professional and delay costs resulting from Contractor Default or resulting from the actions or failure to act of the Surety under paragraph 4, above (but excluding attorney's fees incurred to enforce this Bond).
7. No right of action shall accrue on this Bond to any person or entity other than Owner or its successors or assigns.
8. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, purchase orders and other obligations, including changes of time. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, Modification, deletion, or addition to the Contract Documents, or of the Work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond.
9. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between Owner and Contractor regarding the Construction Contract, or in the courts of the County of Sonoma, or in a court of competent jurisdiction in the location in which the Work is located. Communications from

Owner to Surety under paragraph 3.1 of this Bond shall be deemed to include the necessary agreements under paragraph 3.2 of this Bond unless expressly stated otherwise.

10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to Owner shall be mailed or delivered as provided in Document 00520 (Agreement). Actual receipt of notice by Surety, Owner or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.
11. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.
12. Definitions.
 - 12.1 Balance of the Contract Sum: The total amount payable by Owner to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved Modifications to the Construction Contract.
 - 12.2 Construction Contract: The agreement between Owner and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.
 - 12.3 Contractor Default: Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract including, but not limited to, "default" or any other condition allowing a termination for cause as provided in Document 00700 (General Conditions).
 - 12.4 Owner Default: Material failure of Owner, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.

END OF DOCUMENT

DOCUMENT 00612

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND
STANDARD EDITION

THIS CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND ("Bond") is dated _____, is in the penal sum of _____

[one hundred percent of the Contract Sum, and is entered into by and between the parties listed below to ensure the payment of claimants under the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, paragraphs 1 through 13, attached to this page. Any singular reference to _____ [insert name of Contractor] ("Contractor"), _____ [insert name of Surety] ("Surety"), the Sonoma County Water Agency, a public agency of the State of California ("Owner") or other party shall be considered plural where applicable.

CONTRACTOR:

SURETY:

Name

Name

Address

Principal Place of Business

City/State/Zip

City/State/Zip

CONSTRUCTION CONTRACT:

MIRABEL FISH SCREEN AND FISH LADDER REPLACEMENT
CONTRACT NUMBER 45-5.1-7 #1A

at Sonoma County

Signed _____, 20__ in the Amount of \$ _____ (the "Penal Sum")

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

SURETY
Company: (Corp. Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Owner and to Claimants, to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants; and
 - 2.2 Defends, indemnifies and holds harmless Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided Owner has promptly notified Contractor and Surety (at the address set forth on the signature page of this Bond) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly through its Subcontractors, for all sums due Claimants. If Contractor or its Subcontractors, however, fail to pay any of the persons named in Section 9100 of the California Civil Code, 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 from the wages of employees of Contractor or Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such Work and labor, then Surety shall pay for the same, and also, in case suit is brought upon this Bond, a reasonable attorney's fee, to be fixed by the court.
4. Consistent with the California Mechanic's Lien Law, Civil Code §8000, *et seq.*, Surety shall have no obligation to Claimants under this Bond unless the Claimant has satisfied all applicable notice requirements.
5. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety under this Bond.
6. Amounts due Contractor under the Construction Contract shall be applied first to satisfy claims, if any, under any Construction Performance Bond and second, to satisfy obligations of Contractor and Surety under this Bond.
7. Owner shall not be liable for payment of any costs, expenses, or attorney's fees of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
8. Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations. Surety further hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract, or to the Work to be performed thereunder, or materials or

equipment to be furnished thereunder or the Specifications accompanying the same, shall in any way affect its obligations under this Bond, and it does hereby waive any requirement of notice or any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the Work or to the Specifications or any other changes.

9. Suit against Surety on this Bond may be brought by any Claimant, or its assigns, at any time after the Claimant has furnished the last of the labor or materials, or both, but, per Civil Code §9558, must be commenced before the expiration of six months after the period in which stop notices may be filed as provided in Civil Code §9356.
10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to Owner shall be mailed or delivered as provided in Document 00520 (Agreement). Actual receipt of notice by Surety, Owner or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.
11. This Bond has been furnished to comply with the California Mechanic's Lien Law including, but not limited to, Civil Code §§9550, 9554, *et seq.* Any provision in this Bond conflicting with said statutory requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
13. Definitions.
 - 13.1.1 Claimant: An individual or entity having a direct contract with Contractor or with a Subcontractor of Contractor to furnish labor, materials or equipment for use in the performance of the Contract, as further defined in California Civil Code §9100. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a stop notice might be asserted. The term Claimant shall also include the Unemployment Development Department as referred to in Civil Code §9554(b).
 - 13.1.2 Construction Contract: The agreement between Owner and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.
 - 13.1.3 Owner Default: Material failure of Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract, provided that failure is the cause of the failure of Contractor to pay the Claimants and is sufficient to justify termination of the Construction Contract.

END OF DOCUMENT

DOCUMENT 00630

GUARANTY

To the SONOMA COUNTY WATER AGENCY, for construction of

MIRABEL FISH SCREEN AND FISH LADDER REPLACEMENT

Sonoma County, California

The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

Contractor hereby grants to Owner for a period of one year following the date of Final Acceptance of the Work completed, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use or occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guaranty or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one year, or longer if specified, from the date of Final Acceptance of the Work completed.

If within one year after the date of Final Acceptance of the Work completed, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be Defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by Owner and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.

Inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be Defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents, including, without means of limitation, Document 00700 (General Conditions) and Section 01420 (References and Definitions).

The foregoing Guaranty is in addition to any other warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of the Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

[Contractor's name]

By: _____
[Signature]

[Please print name here]

Title: _____

Business Address: _____

Date: _____

END OF DOCUMENT

DOCUMENT 00650

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

THIS AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS ("Agreement and Release"), made and entered into this _____ [date] day of _____ [month], _____ [year], by and between the Sonoma County Water Agency, a public agency of the State of California ("Owner"), and _____ [name of Contractor] ("Contractor"), whose place of _____ business _____ is _____ at _____ [address of Contractor].

RECITALS

- A. Owner and Contractor entered into Contract Number 45-5.1-7 #1A (the "Contract").
- B. The Work under the Contract has been completed.

Now, therefore, it is mutually agreed between Owner and Contractor as follows:

AGREEMENT

- 1. Contractor will not be assessed liquidated damages and/or Service Reduction Damages except as detailed below:

Original Contract Sum	\$ _____
Modified Contract Sum	\$ _____
Payment to Date	\$ _____
Liquidated Damages	\$ _____
Service Reduction Damages	\$ _____
	\$ _____
	\$ _____
Payment Due Contractor	\$ _____

- 2. Subject to the provisions of this Agreement and Release, Owner will forthwith pay to Contractor the sum of \$_____ Dollars and _____ Cents (\$_____) under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with Owner as of the date of such payment.
- 3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against Owner arising from the Contract, except for the claims described in paragraph 4 of this Document 00650. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against Owner, and all of its agents, employees, consultants, inspectors, representatives, assignees and transferees, except for the Disputed Claims set forth in paragraph 4 of this Document 00650. Nothing in this Agreement and Release shall limit or modify Contractor’s continuing obligations described in paragraph 6 of this Document 00650.
- 4. The following claims submitted under Document 00700 (General Conditions), Article 12, are disputed (hereinafter, the “Disputed Claims”) and are specifically excluded from the operation of this Agreement and Release:

<u>Claim No.</u>	<u>Date Submitted</u>	<u>Description of Claim</u>	<u>Amount of Claim</u>
------------------	-----------------------	-----------------------------	------------------------

[Insert information, including attachment if necessary]

- 5. Consistent with California Public Contract Code Section 7100, Contractor hereby agrees that, in consideration of the payment set forth in paragraph 2 of this Document 00650, Contractor hereby releases and forever discharges Owner, and all of its agents, employees, consultants, inspectors, assignees and transferees from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.
- 6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.
- 7. Contractor shall immediately defend, indemnify and hold harmless Owner, any Owner’s Representatives, Engineer, and all of their agents, employees, consultants, inspectors, assignees and transferees, from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Contractor’s suppliers and/or Subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the

performance of the Contract, except for the Disputed Claims set forth in paragraph 4 of this Document 00650.

8. Contractor hereby waives the provisions of California Civil Code Section 1542, which provide as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor.

9. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling, or regulation, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.
10. Contractor represents and warrants that it is the true and lawful owner of all claims and other matters released pursuant to this Agreement and Release, and that it has full right, title and authority to enter into this instrument. Each party represents and warrants that it has been represented by counsel of its own choosing in connection with this Agreement and Release.
11. All rights of Owner shall survive completion of the Work or termination of the Contract, and execution of this Agreement and Release.

* * * CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING * * *

SONOMA COUNTY WATER AGENCY,
A Public Agency of the State of California

By: _____

Its: _____

ATTEST:

Clerk of the Board of Directors

[CONTRACTOR]

By: _____

Name: _____

Its: _____

(President, Vice President, General Manager)

REVIEWED AS TO FORM:

County Counsel

_____, 20 _____

END OF DOCUMENT

DOCUMENT 00660

SUBSTITUTION REQUEST FORM

During Bid Period To: Steve Koldis Sonoma County Water Agency Fax: 707-544-6123	After Award of Contract To: Construction Management Section Sonoma County Water Agency Fax: 707-544-6123
--	---

Project: Mirabel Fish Screen and Fish Ladder Replacement

Bidder: _____

Subcontractor/Supplier: _____

Drawing Sheet Reference/Detail No: _____

The undersigned Bidder submits for consideration the following equipment instead of the specified item for the above Project:

<u>Section</u>	<u>Paragraph</u>	<u>Specified Item</u>
_____	_____	_____
_____	_____	_____

Proposed Substitution: _____

The undersigned encloses the information required herein. If this Document 00660 is being submitted by a Bidder wishing to use "equal" item(s) as provided in Document 00200 (Instructions to Bidders), the undersigned Bidder must also enclose the technical information (other than cost) otherwise required for a post-Award of Contract Request for Substitution ("RFS") under Section 01600 (Product Requirements). However, if this Document 00660 is being submitted under provisions of Contract Documents after Award of Contract, the undersigned Contractor must include all information required under Section 01600 (Product Requirements).

The undersigned has (a) attached manufacturer's literature, including complete technical data and laboratory test results, if applicable, (b) attached an explanation of why proposed substitution is a true equivalent to specified item, (c) included complete information on changes to Contract Documents that the proposed substitution will require for its proper installation, and (d) filled in the blanks below:

- A. Does the substitution affect dimensions shown on Drawings? (If yes, please explain)

B. Are the manufacturer's guarantees and warranties on the proposed substitution items identical to those on the specified items? If there are differences, please specify each and every difference in detail.

C. What effect does the substitution have on other contractors, trades, or suppliers?

D. What are the differences between the proposed substitution and the specified item? If proposed substitution has a color or pattern, provide a color board showing proposed substitution in relation to the other adjacent colors and patterns.

E. Will granting the requested substitution cause any schedule delay? (If yes, please explain)

The undersigned Bidder certifies that the function, appearance, and quality of the proposed substitution are equivalent or superior to those of the specified item.

Submitted by:

Bidder

Signature

Name

Address

City/State/Zip

Telephone: _____

Date: _____

For Use by Owner:

___ Accepted ___ Accepted as Noted

___ Not Accepted ___ Received Too Late

By: _____
Owner's Representative

Date: _____

Remarks: _____

END OF DOCUMENT

DOCUMENT 00670

ESCROW BID DOCUMENTS

1. Requirements for Escrow Bid Documents.

- a. Within the time period established in Document 00200 (Instructions to Bidders), Contractor shall submit to Owner a set of Escrow Bid Documents as defined in paragraph 2 below. Escrow Bid Documents will be used only in the manner and for the purposes described in this Document 00670.
- b. The submission of the Escrow Bid Documents, as with the bonds and insurance documents required under Document 00200 (Instructions to Bidders), is considered an essential part of the Contract award. Should Contractor fail to make the submission within the allowed time specified, Contractor may be deemed to have failed to enter into the Contract, Contractor shall forfeit the amount of its Bid security accompanying Contractor's Bid, and Owner may award the Contract to the next lowest responsive responsible Bidder.
- c. NO PAYMENTS WILL BE MADE, NOR WILL OWNER ACCEPT CHANGE ORDER REQUESTS UNTIL THE ABOVE-REQUIRED INFORMATION IS SUBMITTED AND APPROVED. ALTERNATIVELY, OWNER MAY DECLARE THE BID NON-RESPONSIVE.
- d. Contractor shall submit the Escrow Bid Documents, in person by an authorized representative of the Contractor, to:

Construction Management Section
Sonoma County Water Agency
404 Aviation Boulevard
Santa Rosa, California

2. Scope of Escrow Bid Documents.

- a. Within the time period specified in Document 00200 (Instructions to Bidders), Contractor shall submit one copy of all documentary information received or generated by Contractor in preparation of Bid prices for the Contract Documents, as specified in paragraphs 5 and 6 of this Document 00670. This material is referred to in this Document 00670 as the "Escrow Bid Documents." Contractor's Escrow Bid Documents will be held in escrow as provided in this Document 00670.
- b. Contractor represents and agrees, as a condition of award of the Contract, that the Escrow Bid Documents constitute all written information used in the preparation of its Bid, and that no other written Bid preparation information shall be considered in resolving disputes or claims or may be considered in legal proceedings. Contractor also agrees that nothing in the Escrow Bid Documents shall change or modify the terms or conditions of the Contract Documents. Contractor is advised that the Escrow Bid Documents will only be used as a guide in the resolution of disputes and claims.

3. Ownership of Escrow Bid Documents.
 - a. The Escrow Bid Documents are, and shall always remain, the property of Contractor, subject to joint review by Owner and Contractor, as provided in this Document 00670.
 - b. Owner stipulates and expressly acknowledges that the Escrow Bid Documents constitute trade secrets. This acknowledgement is based on Owner's express understanding that the information contained in the Escrow Bid Documents is not known outside Contractor's business, is known only to a limited extent and only by a limited number of Contractor's Employees, is safeguarded while in Contractor's possession, is extremely valuable to Contractor and could be extremely valuable to Contractor's competitors by virtue of it reflecting Contractor's contemplated construction techniques. Owner further acknowledges that the Escrow Bid Documents and the information contained in them are made available to Owner only because such action is an express pre-requisite to award of the Contract. Owner agrees to safeguard the Escrow Bid Documents, and all information contained in them, against disclosure to the fullest extent permitted by law, consistent with paragraph 4 of this Document 00670.
4. Escrow Bid Documents may be used in the determination of price adjustments and Change Orders and in the settlement of disputes and claims. If used in legal proceedings, Escrow Bid Documents shall be subject to an appropriate protective order limiting their disclosure.
5. Format and Contents of Escrow Bid Documents.
 - a. Contractor may submit Escrow Bid Documents in their usual cost-estimating format; a standard format is not required. Contractor shall prepare and submit the Escrow Bid Documents in English.
 - b. Owner requires Contractor to itemize clearly in the Escrow Bid Documents the estimated costs of performing the Work of each Bid item contained in Contractor's Bid. Contractor shall separate Bid items into sub-items as required to present a detailed cost estimate and allow a detailed cost review. The Escrow Bid Documents shall include all Subcontractor bids or quotes, supplier bids or quotes, quantity take-offs, crews, equipment, calculations of rates of production and progress, copies of quotes from Subcontractors and suppliers, and memoranda, narratives, add/deduct sheets, and all other information used by Contractor to arrive at the prices contained in the Bid. Escrow Bid Documents shall include costs of scheduled maintenance, depreciation, fleet rental expense discounts and incentives, and similar cost adjustments if used by Contractor to calculate its Bid prices. Estimated costs shall be broken down into Contractor's usual estimate categories such as direct labor, repair labor, equipment ownership and operation, expendable materials, permanent materials and subcontract costs as appropriate. Plant and equipment and indirect costs should be detailed in Contractor's usual format. Contractor shall identify its allocation of indirect costs, contingencies, markup and other items to each Bid item.
 - c. Contractor shall identify all costs. For Bid items amounting to less than \$10,000, Contractor may estimate costs without a detailed cost estimate, provided that Contractor includes applicable labor, equipment, materials and subcontracts, and allocates applicable indirect costs, contingencies and markup.

- d. Bid documents provided by Owner should not be included in the Escrow Bid Documents unless needed to comply with these requirements.

6. Submittal of Escrow Bid Documents.

- a. Submit Escrow Bid Documents in a container clearly marked on the outside with Contractor's name, date of submittal, Project name and the words "Escrow Bid Documents - Open only in the presence of Authorized Representatives of both Owner and Contractor." Owner will review the Escrow Bid Documents for initial compliance. Owner has three Days after receipt of Bidder's Escrow Bid Documents to demand additional information.
- b. By submitting Escrow Bid Documents, Contractor represents that the material in the Escrow Bid Documents constitutes all the documentary information used in preparation of the Bid and that Contractor has personally examined the contents of the Escrow Bid Documents container and has found that the documents in the container are complete. Contractor agrees that it will not introduce or rely on any other documents to prove how it prepared its Bid.
- c. If Contractor's Bid is based upon subcontracting any part of the Work, each Subcontractor whose total subcontract price exceeds five percent of the total Contract Sum proposed by Contractor, shall provide separate Escrow Documents to be included with those of Contractor. Such documents shall be opened and examined in the same manner and at the same time as the examination described above for Contractor.
- d. If Contractor wishes to subcontract any portion of the Work after award, Owner retains the right to require Contractor to submit Escrow Documents for the Subcontractor before approval of the subcontract.

7. Storage, Examination, and Final Disposition of Escrow Bid Documents.

- a. The Escrow Bid Documents will be placed in escrow until Final Completion of Work on the Project, in a mutually agreeable institution. Contractor shall pay the cost of storage for the Escrow Bid Documents until that time. The storage facilities shall be the appropriate size for all the Escrow Bid Documents and located conveniently to both Owner's and, to the extent reasonably possible, Contractor's offices, but in no event outside the County of Sonoma.
- b. Both Owner and Contractor shall examine the Escrow Bid Documents, at any time deemed necessary by either Owner or Contractor, to assist in the negotiation of price adjustments and Change Orders or the settlement of disputes and claims. Examination of the Escrow Bid Documents is subject to the following conditions:
 - i. As trade secrets, the Escrow Bid Documents are proprietary and confidential under paragraph 3.b. of this Document 00670.
 - ii. Owner and Contractor (and any Subcontractor, to the extent Escrow Bid Documents are required by a Subcontractor) shall each designate in writing to the other party(s) at least seven Days prior to any examination, representatives who are authorized to

examine the Escrow Bid Documents. Except as otherwise provided in a court order, no other persons shall have access to the Escrow Documents.

- iii. Except as otherwise provided in a court order, access to the documents may take place only in the presence of duly designated representatives of both Owner and Contractor. If Contractor fails to designate a representative or appear for joint examination on seven Days' notice, then Owner's Representative may examine the Escrow Bid Documents upon an additional three Days' notice.
- iv. Following Final Completion of Work on the Project and achievement of final settlement, Owner shall direct the escrow agent holding the Escrow Bid Documents in writing to return those documents to Contractor.

END OF DOCUMENT

DOCUMENT 00680

**ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION
P.C.C. §22300**

THIS ESCROW AGREEMENT ("Escrow Agreement") is made and entered into this ____ [date] day of _____ [month], ____ [year], by and between the SONOMA COUNTY WATER AGENCY, a public agency of the State of California (hereinafter called the "Owner"), whose address is 404 Aviation Blvd., Santa Rosa, CA 95403-9019; _____ [name of Contractor] ("Contractor"), whose place of business is located at _____ [Contractor's Address]; and [Owner, as escrow agent ...OR... _____ [Name of Bank], a state or federally chartered bank in the State of California, whose place of business is located at _____] ("Escrow Agent").

For the consideration hereinafter set forth, Owner, Contractor and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to Contract Number 45-5.1-7 #1A entered into between Owner and Contractor for Mirabel Fish Screen and Fish Ladder Replacement in the amount of _____ [Contract Sum] dated _____ [Date of Contract] (the "Contract"). Alternatively, on written request of Contractor, Owner shall make payments of the retention earnings directly to Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify Owner within ten Days of the deposit. The market value of the securities at the time of substitution shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between Owner and Contractor. Securities shall be held in name of _____, and shall designate Contractor as the beneficial owner.
2. Owner shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified in paragraph 1 of this Document 00680.
3. When Owner makes payment(s) of retention earned directly to Escrow Agent, Escrow Agent shall hold said payment(s) for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when Owner pays Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of Owner. Such expenses and payment terms shall be determined by Owner, Contractor, and Escrow Agent.

5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to Owner.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Owner to Escrow Agent that Owner consents to withdrawal of amount sought to be withdrawn by Contractor.
7. Owner shall have the right to draw upon the securities in event of default by Contractor. Upon seven Days written notice to Escrow Agent from Owner of the default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by Owner.
8. Upon receipt of written notification from Owner certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on written notifications from Owner and Contractor pursuant to paragraphs 5 through 8, inclusive, of this Document 00680 and Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement by their proper officers on the date first set forth above.

Owner

Contractor

Title

Title

Name

Name

Signature

Signature

Escrow Agent

Title

Name

Signature

REVIEWED AS TO FORM:

County Counsel

Date

END OF DOCUMENT

CONDITIONS OF THE CONTRACT

DOCUMENT 00700

GENERAL CONDITIONS

STANDARD EDITION

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GENERAL CONDITIONS

1. GENERAL

1.1 Documents

1.1.A. Contract Documents are complementary; what is called for by one is as binding as if called for by all. Contract Documents shall not be construed to create a contractual relationship of any kind between (1) Engineer or any Owner's Representative and Contractor; (2) Owner and/or its representatives and a Subcontractor, sub-Subcontractor, or supplier of any Project labor, materials, or equipment; or (3) between any persons or entities other than Owner and Contractor. Owner shall be deemed to be an intended third-party beneficiary of each agreement referenced in clause (2) above, and each such agreement shall so provide. Contractor is fully responsible for Contractor's own acts and omissions. Contractor is responsible for all acts and omissions of its Subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Work, labor, materials, or equipment under a direct or indirect contract with Contractor.

1.2 Exercise Of Contract Responsibilities

1.2.A. In exercising its responsibilities and authorities under the Contract Documents, Owner does not assume any duties or responsibilities to any Subcontractor or supplier and does not assume any duty of care to Contractor, Contractor's Subcontractors or suppliers. Except as expressly set forth in the Contract Documents, in exercising their respective responsibilities and authorities under the Contract Documents, neither Engineer nor any Owner's Representative assumes any duties or responsibilities to any Subcontractor, sub-Subcontractor or supplier nor assumes any duty of care to Contractor or any Subcontractor, sub-Subcontractor or suppliers.

1.3 Defined Terms

1.3.A. All abbreviations and definitions of terms used and not otherwise defined in this Document 00700 are set forth in Section 01420 (References and Definitions). This Document 00700 subdivides at first level into Articles, and then into paragraphs.

2. BIDDING

2.1 Investigation Prior To Bidding

2.1.A. Prior to bidding, Bidders shall perform the work, investigations, research and analysis required by Article 5 of Document 00520 (Agreement). Under the Contract Documents, Contractor is charged with all information and knowledge that a reasonable Bidder would ascertain from having performed the required work, investigations, research, and analysis. Bid prices shall include entire cost of all "incidental work" to complete the Work, as that term is defined in Article 5 of this Document 00700.

2.1.B. Conditions Shown on Contract Documents: Information as to underground conditions, as-built conditions, or other conditions or obstructions indicated in the Contract Documents, *e.g.*, on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. Owner warrants, and Contractor may rely on, the accuracy of only limited types of information as discussed below.

1. Aboveground and As-Built Conditions: There is no express or implied warranty and no express or implied representation that any information as to aboveground conditions or as-built conditions indicated in the Contract Documents is correctly shown, or indicated, or complete. As a condition to bidding, Contractor shall verify by independent investigation all aboveground and as-built conditions. In submitting its Bid, Contractor shall rely on the results of its own independent investigation and shall not rely on Owner-supplied information regarding aboveground conditions and as-built conditions.
2. Subsurface Conditions: Contractor may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated in the Contract Documents. Owner is not responsible for (1) the completeness of any subsurface condition information for bidding or construction, (2) Contractor's conclusions or opinions drawn from any subsurface condition information, or (3) subsurface conditions that are not specifically shown. (For example, Owner is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown.)
3. Conditions Shown in Reports and Drawings Supplied for Informational Purposes: Reference is made to Document 00320 (Geotechnical Data and Existing Conditions) for identification of geotechnical reports, "as-built" information, and other drawings or other documents describing physical conditions in or relating to existing surface or subsurface conditions or structures at or contiguous to the Site. These materials are not Contract Documents and, except for any "technical data" regarding subsurface conditions specifically identified in Document 00320 (Geotechnical Data and Existing Conditions), and "Underground Facilities" data, as limited in Document 00320 (Geotechnical Data and Existing Conditions), Contractor shall not in any manner rely on the information in these materials. Subject to the foregoing, Contractor shall make its own independent investigation of all conditions affecting the Work and must not rely on information provided by Owner.

2.2 Subcontractors

- 2.2.A. Consistent with Public Contract Code Sections 4101 *et seq.*, Contractor shall not substitute any other person or firm in place of any Subcontractor listed in the Bid. Subcontractors shall not assign or transfer their subcontracts or permit them to be performed by any other contractor without Owner's written approval. At Owner's request, Contractor shall provide Owner with a complete copy of all executed subcontracts or final commercial agreements with Subcontractors and/or suppliers.
- 2.2.B. Subcontract agreements shall preserve and protect the rights of Owner under the Contract Documents so that subcontracting will not prejudice such rights. To the extent of the Work to be performed by a Subcontractor, Contractor shall require the Subcontractor's written agreement (1) to be bound to the terms of Contract Documents and (2) to assume vis-à-vis Contractor all the obligations and responsibilities that Contractor assumes toward Owner under the Contract Documents. (These agreements include all warranties, claims procedures and rules governing submittals to which Contractor is subject under the Contract Documents.)
- 2.2.C. Contractor shall provide for the assignment to Owner of all rights any Subcontractor may have against any manufacturer, supplier, or distributor for breach of warranties

and guarantees relating to the Work performed by the Subcontractor under the Contract Documents.

3. CONTRACT AWARD AND COMMENCEMENT OF THE WORK

3.1 Award Of Contract

3.1.A. Owner will make the Award of Contract by issuing a Notice of Award. As a condition to Owner signing Document 00520 (Agreement), however, Contractor shall deliver to Owner the executed agreements, forms, bonds, and insurance documents required by Document 00200 (Instructions to Bidders) in the required quantities and within the required times.

3.2 Commencement Of Work

3.2.A. The Contract Time will commence to run on the 60th Day after the issuance of the Notice of Award or, if a Notice to Proceed is given, on the date indicated in the Notice to Proceed. See also paragraph 15.1.B of this Document 00700. Owner may give a Notice to Proceed at any time within 60 Days after the Notice of Award. Contractor shall not do any Work at the Site prior to the date on which the Contract Time commences to run.

4. BONDS AND INSURANCE

4.1 Bonds

4.1.A. At or before the date indicated in Document 00200 (Instructions to Bidders), Contractor shall file with Owner the following bonds:

1. Corporate surety bond, in the form of Document 00611 (Construction Performance Bond), in the penal sum of 100% of the Contractor's Bid as accepted, to guarantee faithful performance of the Work; and
2. Corporate surety bond, in the form of Document 00612 (Construction Labor and Material Payment Bond), in the penal sum of 100% of the Contractor's Bid as accepted, to guarantee payment of wages for services engaged and of bills contracted for materials, supplies, and equipment used in performance of Contract Documents.

4.1.B. Sureties shall be satisfactory to Owner. Corporate sureties on these bonds and on bonds accompanying Bids shall be duly licensed to do business in the State of California and shall have an A.M. Best Company financial rating of A or better.

4.2 Insurance

4.2.A. See paragraph 2.A of Document 00800 (Supplementary Conditions), incorporated herein by this reference.

5. DRAWINGS AND SPECIFICATIONS

5.1 Intent

5.1.A. Drawings and Specifications are intended to describe a functionally complete and operable Project (and all parts thereof) to be constructed in accordance with the requirements of Contract Documents. Contractor shall perform any work, provide services and furnish any materials or equipment that may reasonably be inferred from the requirements of Contract Documents or from prevailing custom or trade usage as

being required to produce this intended result. Contractor shall interpret words or phrases used to describe Work (including services), materials, or equipment that have well-known technical or construction industry or trade meaning in accordance with that meaning. Drawings' intent specifically includes the intent to depict construction that complies with all applicable laws, codes, and standards.

- 5.1.B. As part of the "Work," Contractor shall provide all labor, materials, equipment, machinery, tools, facilities, services, employee training and testing, hoisting facilities, Shop Drawings, storage, testing, security, transportation, disposal, the securing of all necessary or required field dimensions, the cutting or patching of existing materials, notices, permits, documents, reports, agreements, and any other items required or necessary to timely and fully complete Work described and the results intended by Contract Documents and, in particular, Drawings and Specifications. Divisions and Specification Sections and the identification on any Drawings shall not control Contractor in dividing Work among Subcontractors or suppliers or delineating the Work to be performed by any specific trade.
- 5.1.C. Contractor shall perform reasonably implied parts of Work as "incidental work" although absent from Drawings and Specifications. Incidental work includes any work not shown on Drawings or described in Specifications that is necessary or normally or customarily required as a part of the Work shown on Drawings or described in Specifications. Incidental work includes any work necessary or required to make each installation satisfactory, legally operable, functional, and consistent with the intent of Drawings and Specifications or the requirements of Contract Documents including required tasks to be performed under Division 1 of Specifications. Contractor shall perform incidental work without extra cost to Owner. Incidental work shall be treated as if fully described in Specifications and shown on Drawings, and the expense of incidental work shall be included in price Bid and Contract Sum.

5.2 Drawing Details

- 5.2.A. A typical or representative detail on Drawings shall constitute the standard for workmanship and material throughout corresponding parts of Work. Where necessary, and where reasonably inferable from Drawings, Contractor shall adapt such representative detail for application to such corresponding parts of Work. The details of such adaptation shall be subject to prior approval by Owner. Repetitive features shown in outline on Drawings shall be in exact accordance with corresponding features completely shown.

5.3 Interpretation Of Drawings And Specifications

- 5.3.A. Should any discrepancy appear or any misunderstanding arise as to the import of anything contained in Drawings and Specifications, or should Contractor have any questions or requests relating to Drawings or Specifications, Contractor shall refer the matter to Owner, in writing. Owner will issue with reasonable promptness written responses, clarifications or interpretations as Owner may determine necessary, which shall be consistent with the intent of and be reasonably inferable from Contract Documents. Such written clarifications or interpretations shall be binding upon Contractor. If Contractor believes that a written response, clarification or interpretation justifies an adjustment in the Contract Sum or Contract Time, Contractor shall give Owner prompt written notice as provided in Section 01250 (Modification Procedures). If the parties are unable to agree to the amount or extent of the adjustment, if any, then

Contractor shall perform the Work in conformance with Owner's response, clarification, or interpretation and may make a written claim for the adjustment as provided in Article 12 of this Document 00700.

5.4 Checking Of Drawings

- 5.4.A. Before undertaking each part of Work, Contractor shall carefully study and compare Contract Documents and check and verify pertinent figures shown in the Contract Documents and all applicable field measurements. Contractor shall be responsible for any errors that might have been avoided by such comparison. Figures shown on Drawings shall be followed; Contractor shall not scale measurements. Contractor shall promptly report to Owner, in writing, any conflict, error, ambiguity or discrepancy that Contractor may discover. Contractor shall obtain a written interpretation or clarification from Owner before proceeding with any Work affected thereby. Contractor shall provide Owner with a follow-up correspondence every ten Days until it receives a satisfactory interpretation or clarification.

5.5 Standards To Apply Where Specifications Are Not Furnished

- 5.5.A. The following general specifications shall apply wherever in the Specifications, or in any directions given by Owner in accordance with or supplementing Specifications, it is provided that Contractor shall furnish materials or manufactured articles or shall do Work for which no detailed specifications are shown. Materials or manufactured articles shall be of the best grade, in quality and workmanship, obtainable in the market from firms of established good reputation. If not ordinarily carried in stock, the materials or manufactured articles shall conform to industry standards for first-class materials or articles of the kind required, with due consideration of the use to which they are to be put. Work shall conform to the usual standards or codes, such as those cited in Section 01420 (References and Definitions), for first-class work of the kind required. Contractor shall specify in writing to Owner the materials to be used or Work to be performed under this paragraph 5.5 ten Business Days prior to furnishing such materials or performing such Work.

5.6 Deviation from Specifications and Drawings

- 5.6.A. Contractor shall perform Work in accordance with Drawings and Specifications. Contractor may deviate from Drawings or the dimensions given in the Drawings, and may deviate from the Specifications, only upon Owner's advance written approval of the proposed deviation. If Work requires a Submittal prior to commencement, then Contractor's performance of such Work prior to Submittal being favorably reviewed shall be at Contractor's sole risk.
- 5.6.B. Owner may order that locations, lines, and grades for Work vary from those shown on Drawings. Changes may be made in locations, lines, or grades for Work under any item of Contract Documents. No payment in addition to unit price fixed in the Contract Documents for Work under respective items will be allowed on account of variations from Drawings in unit price items. In lump sum contracts, or where there are no unit price items covering Work affected by variations of locations, lines, or grades, all changes in the Contract Documents will be made as set forth in Article 14 of this Document 00700.

5.7 Precedence Of Documents

- 5.7.A. In the case of discrepancy or ambiguity in the Contract Documents, the following order of precedence shall prevail:
1. Modifications in inverse chronological order (i.e., most recent first), and in the same order as specific portions they are modifying;
 2. Document 00520 (Agreement), and terms and conditions referenced therein;
 3. Document 00800 (Supplementary Conditions);
 4. Document 00700 (General Conditions);
 5. Division 1 Specifications;
 6. Drawings and Division 2 through 16 Specifications;
 7. Written numbers over figures, unless obviously incorrect;
 8. Figured dimensions over scaled dimensions;
 9. Large-scale Drawings over small-scale Drawings.
- 5.7.B. Any conflict between Drawings and Division 2 through 16 Specifications will be resolved in favor of the document of the latest date (i.e., the most recent document), and if the dates are the same or not determinable, then in favor of Specifications.
- 5.7.C. Any conflict between a bill or list of materials shown in the Contract Documents and the actual quantities required to complete Work required by Contract Documents, will be resolved in favor of the actual quantities.
- 5.7.D. In the event the Specifications include divisions above Division 16 (e.g., Division 17 and above), then such divisions shall be included within the Contract Documents unless identified otherwise.

5.8 Ownership And Use Of Drawings, Specifications And Contract Documents

- 5.8.A. Drawings, Specifications, and other Contract Documents were prepared for use for Work of Contract Documents only. No part of Contract Documents shall be used for any other construction or for any other purpose except with the written consent of Owner. Any unauthorized use of Contract Documents is prohibited and at the sole liability of the user.

6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 Owner's Right To Perform Construction And To Award Separate Contracts

- 6.1.A. Owner may perform with its own forces, construction or operations related to the Project. Owner may also award separate contracts in connection with other portions of the Project or other construction or operations, on the Site or areas contiguous to the Site, under conditions similar to these Contract Documents, or may have utility owners perform other work. When separate contracts are awarded for different portions of the Project or other construction or operations on the Site, the term "Contractor" in these Contract Documents shall mean the Contractor herein.

6.2 Mutual Responsibility

- 6.2.A. Contractor shall afford all other contractors, utility owners, and Owner (if Owner is performing work with its own forces), proper and safe access to the Site, and reasonable opportunity for the installation and storage of their materials. Contractor shall ensure that the execution of its Work properly connects and coordinates with others' work, and shall cooperate with them to facilitate the progress of the Work.

- 6.2.B. Contractor shall coordinate its Work with the work of other separate contractors, Owner, and utility owners. Contractor shall hold coordination meetings with other contractors, Owner and its representatives, and utility owners as required by Section 01315 (Project Meetings).
- 6.2.C. Unless otherwise provided in the Contract Documents, Contractor shall do all cutting, fitting, and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of other separate contractors, Owner, or utility owners by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Owner and the others whose work will be affected.
- 6.2.D. Contractor's duties and responsibilities under paragraph 6.2.A of this Document 00700 are for the benefit of Owner and also for the benefit of such other contractors and utility owners working at the Site to the extent that there are comparable provisions for the benefit of Contractor in the direct contracts between Owner and such other contractors and utility owners.
- 6.2.E. To the extent that any part of Contractor's Work is to interface with work performed or installed by other contractors or utility owners, Contractor shall inspect and measure the in-place work. Contractor shall promptly report to Owner in writing any defect in in-place work that will impede or increase the cost of Contractor's interface unless corrected. Owner will require the contractor responsible for the Defective Work to make corrections so as to conform to its contract requirements, or, if the defect is the result of an error or omission in the Contract Documents, issue a Change Order. If Contractor fails to measure, inspect and/or report to Owner in writing defects that are reasonably discoverable, Contractor shall bear all costs of accomplishing the interface acceptable to Owner. This provision shall be included in any and all other contracts or subcontracts for Work to be performed where such a conflict could exist.

6.3 Owner Authority Over Coordination

- 6.3.A. Owner will have authority over coordination of the activities of multiple contractors in cases where Owner performs Work with its own forces or contracts with others for the performance of other Work on the Project, or utilities Work on the Site. Owner may at any time and in its sole discretion, designate a person or entity other than Owner to have authority over the coordination of the activities among the various contractors. Owner's authority with respect to coordination of the activities of multiple contractors and utility owners shall not relieve Contractor of its obligation to other contractors and utility owners to coordinate its Work with other contractors and utility owners as specified in paragraph 6.2 of this Document 00700. Contractor shall promptly notify Owner in writing when another contractor on the Project fails to coordinate its work with the Work of Contract Documents.
- 6.3.B. Contractor shall suspend any part of the Work or carry on the same in such manner as directed by Owner when such suspension or prosecution is necessary to facilitate the work of other contractors or workers. No damages or claims by Contractor will be allowed if the suspension or Work change is due in whole or in part to Contractor's failure to perform its obligation to coordinate its Work with other contractors and utility owners. Damages or claims will be allowed only to the extent of fault by Owner if the suspension or Work change is due in whole or in part to another contractor's failure to coordinate its work with Contractor, other contractors, and utility owners.

Owner reserves the right to back charge Contractor for any damages or claims incurred by other contractors as a result of Contractor's failure to perform its obligations to coordinate with other contractors and utility owners. Owner may deposit the funds retained with a Court of competent jurisdiction pursuant to applicable interpleader procedures and Contractor releases Owner of further liability regarding such funds.

7. OWNER AND PAYMENT

7.1 Owner's Representative(s)

7.1.A. Owner's Representative(s) will have limited authority to act on behalf of Owner as set forth in the Contract Documents. Except as otherwise provided in these Contract Documents or subsequently identified in writing by Owner, Owner will issue all communications to Contractor through Owner's Representative, and Contractor shall issue all communications to Owner through Owner's Representative in a written document delivered to Owner. Should any direct communications between Contractor and Owner's consultants, architects, or engineers not identified in Article 2 of Document 00520 (Agreement) occur during field visits or by telephone, Contractor shall immediately confirm them in a written document copied to Owner.

7.2 Means And Methods Of Construction

7.2.A. Subject to those rights specifically reserved in the Contract Documents, Owner will not supervise, or direct, or have control over, or be responsible for, Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or Contractor's failure to comply with laws and regulations applicable to the furnishing or performance of Work. Owner will not be responsible for Contractor's failure to perform or furnish the Work in accordance with Contract Documents.

7.3 Receipt And Processing Of Applications For Payment

7.3.A. As required by Section 01200 (Price and Payment Procedures), Contractor shall prepare the schedules, submit Applications for Payment and warrant title to all Work covered by each Application for Payment. Owner will review Contractor's Applications for Payment and make payment thereon, and Contractor shall make payments to Subcontractors, suppliers, and others, as required by Section 01200 (Price and Payment Procedures).

8. CONTROL OF THE WORK

8.1 Supervision Of Work By Contractor

8.1.A. Contractor shall supervise, inspect, and direct Work competently and efficiently, devoting the attention and applying such personal skills and expertise as may be required and necessary to perform Work in accordance with Contract Documents. Contractor shall be solely responsible for and have control and charge of construction means, methods, techniques, sequences and procedures, safety precautions, and programs in connection with the Work. Contractor shall be responsible to see that the completed Work complies accurately with Contract Documents.

8.1.B. Contractor shall keep on the Site at all times during Work progress a competent resident Superintendent, who shall not be replaced without Owner's express written consent. The Superintendent shall be Contractor's representative at the Site and shall

have complete authority to act on behalf of Contractor. All communications to and from the Superintendent shall be as binding as if given to or by Contractor.

8.2 Observation Of Work By Owner

- 8.2.A. Work shall be performed under Owner's general observation and administration. Contractor shall comply with Owner's directions and instructions in accordance with the terms of Contract Documents, but nothing contained in these General Conditions shall be taken to relieve Contractor of any obligations or liabilities under the Contract Documents. Owner's failure to review or, upon review, failure to object to any aspect of Work reviewed, shall not be deemed a waiver or approval of any non-conforming aspect of Work.
- 8.2.B. Owner may engage an independent consultant or engineer (collectively for purposes of this paragraph 8.2, "Engineer") to assist in administering the Work. If so engaged, Engineer will advise and consult with Owner, but will have authority to act on behalf of Owner only to extent provided in the Contract Documents or as set forth in writing by Owner. Engineer will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with Work. Engineer will not be responsible for or have control over the acts or omissions of Contractor, Subcontractors or their agents or employees, or any other persons performing Work.
- 8.2.C. Engineer may review Contractor's Submittals, such as Shop Drawings, Product Data, and Samples, but only for conformance with design concept of Work and with information given in the Contract Documents.
- 8.2.D. Engineer may visit the Site at intervals appropriate to stage of construction to become familiar generally with the progress and quality of Work and to determine in general if Work is proceeding in accordance with Contract Documents. Based on its observations, Engineer may recommend to Owner that it disapprove or reject Work that Engineer believes to be Defective or will not produce a complete Project that conforms to Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by Contract Documents. Owner will also have authority to require special inspection or testing of Work, whether or not the Work is fabricated, installed, or completed.
- 8.2.E. Engineer may conduct inspections to recommend to Owner the dates that Contractor has achieved Substantial Completion and Final Acceptance, and will receive and forward to Owner for review written warranties and related documents required by Contract Documents.

8.3 Access To Work

- 8.3.A. During performance of Work, Owner and its agents, consultants, and employees may at any time enter upon Work, shops, or studios where any part of the Work may be in preparation, or factories where any materials for use in Work are being or are to be manufactured, and Contractor shall provide proper and safe facilities for this purpose, and shall make arrangements with manufacturers to facilitate inspection of their processes and products to such extent as Owner's interests may require. Other contractors performing work for Owner may also enter upon Work for all purposes required by their respective contracts. Subject to the rights reserved in the Contract Documents, Contractor shall have sole care, custody, and control of the Site and its Work areas.

8.4 Existing Utilities Shown or Indicated In Contract Documents

- 8.4.A. Drawings or Specifications may indicate above- and below-grade structures, drainage lines, storm drains, sewers, water, gas, electrical, chemical, hot water, and other similar items and utilities, and additional information may be on file at the Common Ground Alliance, 811. Contractor shall locate these known existing installations before proceeding with trenching or other operations that may cause damage, shall maintain them in service where appropriate, and shall repair any damage to them caused by the Work, at no increase in Contract Sum. Additional utilities whose locations are unknown to Owner are suspected to exist. Contractor shall be alert to their existence; if they are encountered, Contractor shall immediately report to Owner for disposition of the same. In addition to reporting if any utility is damaged, Contractor shall take appropriate action as provided in this Document 00700. Additional compensation or extension of time on account of utilities not shown or otherwise brought to Contractor's attention, including reasonable action taken to protect or repair damage, shall be determined as provided in this Document 00700.
- 8.4.B. At no additional cost to Owner, Contractor shall incorporate into the Work main or trunk line utilities identified in the Contract Documents and other utilities or underground structures known or reasonably discernible and that will remain in service, including reasonable adjustments to the design location (including minor relocations) of the existing or new installations. Contractor shall take immediate action to restore any in-service installations damaged by Contractor's operations. Should Owner determine that Contractor has not responded in a timely manner or not diligently pursued completion of the Work, Owner may restore service and deduct the costs of such action by Owner from the amounts due under the Contract.
- 8.4.C. Consistent with Government Code Section 4215, as between Owner and Contractor, Owner will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or Document 00320 (Geotechnical Data and Existing Conditions). Owner will compensate for the cost of locating and repairing damage not due to Contractor's failure to exercise reasonable care, removing and relocating such main or trunk line utility facilities not indicated in the Contract Documents or Document 00320 (Geotechnical Data and Existing Conditions) with reasonable accuracy, and equipment on the Project necessarily idled during such Work.
- 8.4.D. Prior to performing Work at the Site, Contractor shall lay out the locations of known underground utilities that are to remain in service and other significant known underground installations. At no additional cost to Owner, prior to commencing other Work in proximity to such known underground utilities or installations that can be readily inferred from adjacent surface improvements, Contractor shall further locate, by carefully excavating with small equipment, potholing, and principally by hand, such utilities or installations that are to remain and that are subject to damage. This obligation applies to all utilities (including, but not limited to, those referenced in paragraph 8.4.C of this Document 00700).
- 8.4.E. Nothing in this Document 00700 shall be deemed to require Owner to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred by Contractor from the presence of an underground transmission main or other visible facilities, such as buildings, new asphalt, meters,

and junction boxes, on or adjacent to the Site. Contractor shall immediately secure all available information and notify Owner and utility, in writing, of its discovery, while performing Work under the Contract Documents, of any utility facilities not identified in the Drawings and Specifications.

8.5 Protection of Underground Facilities When Digging Trenches Or During Excavation

8.5.A. Before commencing Work of digging trenches or excavation, Contractor shall review all information available regarding subsurface conditions, including but not limited to information supplied in Document 00320 (Geotechnical Data and Existing Conditions), and subject to the terms and conditions of these documents, Contractor shall also comply with Government Code Sections 4216 to 4216.9, and in particular Section 4216.2 which provides, in part:

Except in an emergency, every person planning to conduct any excavation shall contact the appropriate regional notification center at least two working days, but no more than 14 calendar days, prior to commencing that excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the excavator, and, if practical, the excavator shall delineate with white paint or other suitable markings the area to be excavated. The regional notification center shall provide an inquiry identification number to the person who contacts the center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation.

8.5.B. Contractor shall contact Common Ground Alliance, telephone 811, and schedule the Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Contractor is charged with knowledge of all subsurface conditions reflected in 811 records. Prior to commencing excavation or trenching Work, Contractor shall provide Owner with copies of all 811 records secured by Contractor. Contractor shall advise Owner of any conflict between information provided in Document 00320 (Geotechnical Data and Existing Conditions), the Drawings and that provided by 811 records. Contractor's excavation shall be subject to and comply with the Contract Documents, including without limitation paragraphs 2.1 and 8.4 of this Document 00700.

8.5.C. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the materials supplied by Owner or in information on file at 811 or is otherwise reasonably available to Contractor, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby (and in no event later than seven Days), and prior to performing any Work in connection therewith (except in an emergency as required by Article 16 of this Document 00700), identify the owner of such Underground Facility and give written notice to that owner and to Owner. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

8.5.D. Contractor shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that is owned and was built by Owner only where the Underground Facility:

1. Was not shown or indicated in the Contract Documents or in the information supplied pursuant to Document 00320 (Geotechnical Data and Existing Conditions) or in information on file at 811; and
 2. Contractor did not know of it; and
 3. Contractor could not reasonably have been expected to be aware of it or to have anticipated it from the information available. (For example, if surface conditions such as pavement repairs, valve covers, or other markings, indicate the presence of an Underground Facility, then an increase in the Contract Sum or an extension of the Contract Time will not be due, even if the Underground Facility was not indicated in the Contract Documents, in the information supplied to Contractor pursuant to Document 00320 [Geotechnical Data and Existing Conditions], in information on file at 811, or otherwise reasonably available to Contractor.)
- 8.5.E. Contractor shall bear the risk that Underground Facilities not owned or built by Owner may differ in nature or locations shown in information made available by Owner pursuant to Document 00320 (Geotechnical Data and Existing Conditions), in information on file at 811, or otherwise reasonably available to Contractor. Underground Facilities are inherent in construction involving digging of trenches or other excavations and Contractor is to apply its skill and industry to verify the information available.
- 8.5.F. The cost of all of the following will be included in the Contract Sum and Contractor shall have full responsibility for (a) reviewing and checking all available information and data including, but not limited to, Document 00320 (Geotechnical Data and Existing Conditions) and information on file at 811; (b) locating all Underground Facilities shown or indicated in the Contract Documents, available information, or indicated by visual observation including, but not limited to, and by way of example only, engaging qualified locating services and all necessary backhoeing and potholing; (c) coordinating the Work with the owners of such Underground Facilities during construction; and (d) the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

9. WARRANTY, GUARANTY, AND INSPECTION OF WORK

9.1 Warranty And Guaranty

- 9.1.A. General Representations and Warranties: Contractor represents and warrants that it is and will be at all times fully qualified and capable of performing every Phase of the Work and to complete Work in accordance with the terms of Contract Documents. Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices and all requirements of Contract Documents. Contractor warrants that Work, including but not limited to each item of materials and equipment incorporated therein, shall be new, of suitable grade of its respective kind for its intended use, and free from defects in design, engineering, materials, construction and workmanship. Contractor warrants that Work shall conform in all respects with all applicable requirements of federal, state and local laws, applicable construction codes and standards, licenses, and permits, Drawings and Specifications and all descriptions set forth therein, and all other requirements of Contract Documents. Contractor shall not be responsible, however, for the negligence of others in the specification of specific

equipment, materials, design parameters and means or methods of construction where that is specifically shown and expressly required by Contract Documents.

9.1.B. Extended Warranties and Guaranties and Co-guarantor Obligation:

1. Extended Warranties or Guaranties: For any warranty or guaranty exceeding one year provided by the supplier or manufacturer of any equipment or materials used in the Project (“Extended Warranty”), Contractor shall assign such warranties and guaranties to Owner and supply Owner with all warranty and guaranty documents relative thereto.
2. Contractor as Co-guarantor: Contractor shall act as co-guarantor of equipment and materials for either the term of the Extended Warranty or 3 years, whichever is shorter, if the performance of the equipment or materials involves or affects water-tightness (above grade or below grade) or any type of moisture intrusion.

9.1.C. Environmental and Toxics Warranty: The covenants, warranties and representations contained in this paragraph 9.1.B. are effective continuously during Contractor’s Work on the Project and following cessation of labor for any reason including, but not limited to, Project completion. Except as expressly shown in the Contract Documents, Contractor covenants, warrants and represents to Owner that:

1. To Contractor’s knowledge after due inquiry, no lead or Asbestos-containing materials were installed or discovered in the Project at any time during Contractor’s construction thereof. If any lead or Asbestos-containing materials were discovered, Contractor made immediate written disclosure to Owner.
2. To Contractor’s knowledge after due inquiry, no electrical transformers, light fixtures with ballasts or other equipment containing PCBs were installed or discovered on the Project at any time during Contractor’s construction thereof. If any such materials were discovered, Contractor made immediate written disclosure to Owner.
3. To Contractor’s knowledge after due inquiry, no storage tanks for gasoline or any other toxic substance were installed or discovered on the Project at any time during Contractor’s construction thereof. If any such materials were discovered, Contractor made immediate written disclosure to Owner.
4. Contractor’s operations concerning the Project are and were not in violation of any applicable environmental federal, state, or local statute, law or regulation dealing with hazardous materials substances or toxic substances and no notice from any governmental body has been served upon Contractor claiming any violation of any such law, ordinance, code or regulation, or requiring or calling attention to the need for any Work, repairs, construction, alteration, or installation on or in connection with the Project in order to comply with any such laws, ordinances, codes, or regulations, with which Contractor has not complied. If there are any such notices with which Contractor has complied, Contractor shall provide Owner with copies thereof.

9.2 Inspection Of Work

- 9.2.A. All materials, equipment, and workmanship used in Work shall be subject to inspection and testing at all times during construction and/or manufacture in accordance with the terms of Contract Documents. Work and materials, and manufacture and preparation of materials, from beginning of construction until Final Completion and acceptance of Work, shall be subject to inspection and rejection by Owner, its agents, representatives or independent contractors retained by Owner to

perform inspection services, or governmental agencies with jurisdictional interests. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and program so that they may comply therewith as applicable. Upon request or where specified, Owner shall be afforded access for inspection at the source of supply, manufacture or assembly of any item of material or equipment, with reasonable accommodations supplied for making such inspections.

- 9.2.B. Contractor shall furnish, in such quantities and sizes as may be required for proper examination and tests, Samples or test specimens of all materials to be used or offered for use in connection with Work. Contractor shall prepare Samples or test specimens at its expense and furnish them to Owner. Contractor shall submit all Samples in ample time to enable Owner to make any necessary tests, examinations, or analyses before the time it is desired to incorporate the material into the Work.
- 9.2.C. Contractor shall give Owner timely notice of readiness of Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- 9.2.D. If applicable laws or regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, and furnish Owner with the required certificates of inspection, or approval. Owner will pay the cost of initial testing and Contractor shall pay all costs in connection with any follow-up or additional testing. Contractor shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for the acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.
- 9.2.E. If Contractor covers any Work, or the work of others, prior to any required inspection, test or approval without written approval of Owner, Contractor shall uncover the Work at Owner's request. Contractor shall bear the expense of uncovering Work and replacing Work.
- 9.2.F. In any case where Contractor covers Work contrary to Owner's request, Contractor shall uncover Work for Owner's observation or inspection at Owner's request. Contractor shall bear the cost of uncovering Work.
- 9.2.G. Whenever required by Owner, Contractor shall furnish tools, labor and materials necessary to make examination of Work that may be completed or in progress, even to extent of uncovering or taking down portions of finished Work. Should Work be found unsatisfactory, cost of making examination and of reconstruction shall be borne by Contractor. If Work is found to be satisfactory, Owner, in manner herein prescribed for paying for alterations, Modifications, and extra Work, except as otherwise herein specified, will pay for examination.
- 9.2.H. Inspection of the Work by or on behalf of Owner, or Owner's failure to do so, shall not under any circumstances be deemed a waiver or approval of any non-conforming aspect of the Work. Contractor shall have an absolute duty, in the absence of a written Change Order signed by Owner, to perform Work in conformance with the Contract Documents and to correct Defective Work immediately upon Contractor's knowledge.

9.2.I. Any inspection, evaluation, or test performed by or on behalf of Owner relating to the Work is solely for the benefit of Owner, and shall not be relied upon by Contractor. Contractor shall not be relieved of the obligation to perform Work in accordance with the Contract Documents, nor relieved of any guaranty, warranty, or other obligation, as a result of any inspections, evaluations, or tests performed by Owner, whether or not such inspections, evaluations, or tests are permitted or required under the Contract Documents. Contractor shall be solely responsible for testing and inspecting Work already performed to determine whether such Work is in proper condition to receive later Work.

9.3 Correction Of Defective Work

9.3.A. If Contractor fails to supply sufficient skilled workers, suitable materials or equipment, or to furnish or perform the Work in such a way that the completed Work will conform to Contract Documents, Owner may order Contractor to replace any such Defective Work, or stop any portion of Work to permit Owner (at Contractor's expense) to replace such Defective Work. These Owner rights are entirely discretionary on the part of the Owner, and shall not give rise to any duty on the part of Owner to exercise the rights for the benefit of Contractor or any other party.

9.3.B. Owner may direct Contractor to correct any Defective Work or remove it from the Site and replace it with Work that is not Defective and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting from the correction or removal. Contractor shall be responsible for any and all claims, costs, losses, and damages caused by or resulting from such correction or removal. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, Owner may decide the proper amount or, in its discretion may elect to leave the Contract Sum unchanged and deduct from moneys due Contractor, all such claims, costs, losses, and damages caused by or resulting from the correction or removal. If Contractor disagrees with Owner's calculations, it may make a claim as provided in Article 12 of this Document 00700. Owner's rights under this paragraph 9.3.B shall be in addition to any other rights it may have under the Contract Documents or by law.

9.3.C. Correction Period: If within one year after the date of Final Acceptance, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work (completed or incomplete) is found to be Defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by Owner and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses, and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.

9.3.D. In special circumstances where a part of the Work is occupied or a particular item of equipment is placed in continuous service before Final Acceptance of all the Work, the

correction period for that part of Work or that item may start to run from an earlier date if so provided by Change Order.

- 9.3.E. Where Defective Work or rejected Work (and damage to other Work resulting therefrom) has been corrected, removed, or replaced under this provision after the commencement of the correction period, the correction period hereunder with respect to such Work shall be extended for an additional period of one year, or such longer period of time as may be prescribed by laws, regulations, or by the terms of the Contract Documents, after such correction or removal and replacement has been satisfactorily completed.

9.4 Acceptance And Correction Of Defective Work By Owner

- 9.4.A. Owner may accept Defective Work. Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such Defective Work. If Owner accepts any Defective Work prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, Owner may deduct from moneys due Contractor, all claims, costs, losses, damages, expenses, and liabilities attributable to the Defective Work. If Contractor disagrees with Owner's calculations, Contractor may make a claim as provided in Article 12 of this Document 00700. If Owner accepts any Defective Work after final payment, Contractor shall pay to Owner, an appropriate amount as determined by Owner.
- 9.4.B. Owner may correct and remedy deficiency if, after five Days' written notice to Contractor, Contractor fails to correct Defective Work or to remove and replace rejected Work in accordance with paragraph 9.3.B of this Document 00700; or provide a plan for correction of Defective Work acceptable to Owner; or perform Work in accordance with Contract Documents. In connection with such corrective and remedial action, Owner may exclude Contractor from all or part of the Site; take possession of all or part of Work and suspend Contractor's Work related thereto; take possession of all or part of Contractor's tools, appliances, construction equipment, and machinery at the Site; and incorporate in Work any materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, its representatives, agents, employees, and other contractors and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph 9.4.B. Contractor shall be responsible for all claims, costs, losses, damages, expenses and liabilities incurred or sustained by Owner in exercising such rights and remedies. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, Owner may deduct from moneys due Contractor, all claims, costs, losses and damages caused by or resulting from the correction or removal. If Contractor disagrees with Owner's calculations, Contractor may make a claim as provided in Article 12 of this Document 00700.

9.5 Rights Upon Inspection, Correction, Or Acceptance

- 9.5.A. Contractor shall not be allowed an extension of Contract Time because of any delay in the performance of Work attributable to the exercise by Owner of its rights and remedies under this Article 9. Where Owner exercises its rights under this Article 9, it

retains and may still exercise all other rights it has by law or under the Contract Documents including, but not limited to, the right to terminate Contractor's right to proceed with the Work under the Contract Documents for cause and/or make a claim or back charge where a Change Order cannot be agreed upon.

9.5.B. Inspection by Owner or its authorized agents or representatives shall not relieve Contractor of its obligation to have furnished material and workmanship in accordance with Contract Documents. Payment for Work completed through periodic progress payments, Final Payment, or otherwise shall not operate to waive Owner's right to require full compliance with Contract Documents and shall in no way be deemed as acceptance of any Defective Work paid therefor. Contractor's obligation to complete the Work in accordance with Contract Documents shall be absolute, unless Owner agrees otherwise in writing.

9.5.C. Neither acceptance of the whole or any part of Work by Owner nor any verbal statements on behalf of Owner or its authorized agents or representatives shall operate as a waiver or Modification of any provision of the Contract Documents, or of any power reserved to Owner herein nor any right to damages provided in the Contract Documents.

9.6 Proof Of Compliance Of Contract Provisions

9.6.A. In order that Owner may determine whether Contractor has complied or is complying with requirements of Contract Documents not readily enforceable through inspection and tests of Work and materials, Contractor shall at any time, when requested, submit to Owner properly authenticated documents or other satisfactory proofs of compliance with all applicable requirements.

10. CONTRACTOR'S ORGANIZATION AND EQUIPMENT

10.1 Contractor's Legal Address

10.1.A. Address and facsimile number given in Contractor's Bid are hereby designated as Contractor's legal address and facsimile number. Contractor may change its legal address and facsimile number by notice in writing, delivered to Owner, which in conspicuous language advises Owner of a change in legal address or facsimile number, and which Owner accepts in writing. Delivery to Contractor's legal address or depositing in any post office or post office box regularly maintained by the United States Postal Service, in a wrapper with postage affixed, directed to Contractor at legal address, or of any drawings, notice, letter or other communication, shall be deemed legal and sufficient service thereof upon Contractor. Facsimile to Contractor's designated facsimile number of any letter, memorandum, or other communication on standard or legal sized paper, with proof of facsimile transmission, shall be deemed legal and sufficient service thereof upon Contractor.

10.2 Contractor's Office At The Work Site

10.2.A. Contractor shall maintain an office at the Site, which office shall be headquarters of a Contractor representative authorized to transmit to and receive from Owner, communications, instructions, or Drawings. Communications, instructions, or Drawings given to Contractor's representative or delivered at the Site office in representative's absence shall be deemed to have been given to Contractor.

10.3 Contractor's Superintendents Or Forepersons

- 10.3.A. Contractor shall at all times be represented on Site by one or more superintendents or forepersons authorized and competent to receive and carry out any instructions that Owner may give, and shall be liable for faithful observance of instructions delivered to Contractor or to authorized representative or representatives on Site.

10.4 Proficiency In English

- 10.4.A. Supervisors, security guards, safety personnel, and employees who have unescorted access to the Site shall possess proficiency in the English language in order to understand, receive, and carry out oral and written communications or instructions relating to their job functions, including safety and security requirements.

10.5 Contractor's And Subcontractors' Employees

- 10.5.A. Contractor shall employ, and shall permit its Subcontractors to employ, only competent and skillful personnel to do Work. If Owner notifies Contractor that any of its employees, or any of its Subcontractors' employees on Work is incompetent, unfaithful, disorderly, or profane, or fails to observe customary standards of conduct, or refuses to carry out any provision of the Contract Documents, or uses threatening or abusive language to any person on Work representing Owner, or violates sanitary rules, or is otherwise unsatisfactory, and if Owner requests that such person be discharged from Work, then Contractor or its Subcontractor shall immediately discharge such person from Work and the discharged person shall not be re-employed on the Work except with consent of Owner.

10.6 Contractor To Supply Sufficient Workers And Materials

- 10.6.A. Unless otherwise required by Owner under the terms of Contract Documents, Contractor shall at all times keep on the Site materials and employ qualified workers sufficient to prosecute Work at a rate and in a sequence and manner necessary to complete Work within the Contract Time. This obligation shall remain in full force and effect notwithstanding disputes or claims of any type.
- 10.6.B. At any time during progress of Work should Contractor directly or indirectly (through Subcontractors) refuse, neglect, or be unable to supply sufficient materials or employ qualified workers to prosecute the Work as required, then Owner may require Contractor to accelerate the Work and/or furnish additional qualified workers or materials as Owner may consider necessary, at no cost to Owner. If Contractor does not comply with the notice within three Business Days of date of service thereof, Owner shall have the right (but not a duty) to provide materials and qualified workers to finish the Work or any affected portion of Work, as Owner may elect. Owner may, at its discretion, exclude Contractor from the Site, or portions of the Site or separate Work elements during the time period that Owner exercises this right. Owner will deduct from moneys due or which may thereafter become due under the Contract Documents, the sums necessary to meet expenses thereby incurred and paid to persons supplying materials and doing Work. Owner will deduct from funds or appropriations set aside for purposes of Contract Documents the amount of such payments and charge them to Contractor as if paid to Contractor. Contractor shall remain liable for resulting delay, including liquidated damages and indemnification of Owner from claims of others.

10.6.C. Exercise by Owner of the rights conferred upon Owner in paragraph 10.6.B of this Document 00700, is entirely discretionary on the part of Owner. Owner shall have no duty or obligation to exercise the rights referred to in paragraph 10.6.B of this Document 00700 and its failure to exercise such rights shall not be deemed an approval of existing Work progress or a waiver or limitation of Owner's right to exercise such rights in other concurrent or future similar circumstances. The rights conferred upon Owner under paragraph 10.6.B of this Document 00700 are cumulative to Owner's other rights under any provision of the Contract Documents.

10.7 Contractor To List Trades Working

10.7.A. Contractor shall list the trades working on the Site and their scheduled activities on a daily basis, and provide a copy of that list to Owner.

10.8 Contractor's Use Of The Site

10.8.A. Contractor shall not make any arrangements with any person to permit occupancy or use of any land, structure, or building within the limits of the Work, for any purpose whatsoever, either with or without compensation, in conflict with any agreement between Owner and any owner, former owner or tenant of such land, structure, or buildings. Contractor may not occupy Owner-owned property outside the limit of the Work as indicated on the Drawings unless it obtains prior approval from Owner.

10.9 Apprenticeship Program

10.9.A. Contractor and Subcontractors shall comply with the requirements of California Labor Code Sections 1776, 1777.5, and 1777.6 concerning the employment of apprentices by Contractor or Subcontractors. Willful failure to comply may result in penalties, including loss of the right to Bid on or receive public works contracts.

10.9.B. Section 1777.5, as amended, requires a Contractor or Subcontractor employing tradespersons in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of a public works project and which administers the apprenticeship program in that trade for a certification of approval. The certificate shall also fix the ratio of apprentices to journeypersons that will be used in performance of the Contract. The ratio of work performed by apprentices to journeypersons in such cases shall not be less than one *hour* of apprentice's work for every five *hours* of labor performed by journeypersons (the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeypersons), except:

1. When unemployment for the previous three-month period in the area exceeds an average of 15 percent;
2. When the number of apprentices in training in the area exceeds a ratio of one to five;
3. When a trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally; or
4. Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyperson.

- 10.9.C. Contractor is required to make contributions to funds established for administration of apprenticeship programs if Contractor employs registered apprentices or journeypersons in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.
- 10.9.D. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of the California Department of Industrial Relations, or from the Division of Apprenticeship Standards and its branch offices.

11. PROSECUTION AND PROGRESS OF THE WORK

11.1 Schedules And Examinations Of Contract Documents

- 11.1.A. Contractor shall submit schedules, reports, and Submittals in the appropriate quantity and within the required time, arrange conferences and meetings, and proceed with the Work in accordance with Contract Documents, including Sections 01315 (Project Meetings), 01320 (Progress Schedules and Reports), and 01330 (Submittal Procedures).
- 11.1.B. Contractor shall submit to Owner for review and discussion at the initial Schedule Review Meeting described in Section 01315 (Project Meetings):
 1. Progress Schedules and Reports as required by Sections 01320 (Progress Schedules and Reports) and 01330 (Submittal Procedures). Contractor shall utilize Progress Schedule in planning, scheduling, coordinating, performing, and controlling Work (including all activities of Subcontractors, assigned contractors, equipment vendors, and suppliers). Contractor shall update Progress Schedule on a monthly basis to depict accurately the actual progress of Work and for evaluating and preparing Contractor's monthly progress payments. Contractor's failure to submit and maintain an acceptable Progress Schedule may, in Owner's discretion, and without limiting the materiality of Contractor's other obligations under the Contract Documents, constitute grounds to declare Contractor in material breach of the Contract Documents.
 2. Within 21 Days after issuance of Notice to Proceed, a preliminary schedule of Submittals that shall list each required Submittal and the times for submitting, reviewing and processing such Submittal, as required by Section 01330 (Submittal Procedures). If no such schedule is agreed upon, then all Submittals shall be completed and submitted within 35 Days after the Notice of Award.
 3. Within 21 Days after issuance of Notice to Proceed, a preliminary Schedule of Values for all the Work which shall include quantities and prices of items aggregating the Contract Sum and shall subdivide each Schedule of Values into component activities in sufficient detail to serve as the basis for progress payments during construction. Such Schedule of Values shall include an appropriate amount of overhead and profit applicable to each item of Work, a line item for Project Record Documents, and a line item for Project scheduling, and shall conform to Section 01200 (Price and Payment Procedures).
- 11.1.C. Unless otherwise provided in the Contract Documents, at least 15 Days before submission of the first Application for Payment, a conference attended by Contractor, Owner, and others as appropriate, will be held to review for acceptability the schedules submitted in accordance with paragraph 11.1.B of this Document 00700. Contractor shall have an additional seven Days to make corrections and adjustments and to complete and resubmit the schedules. Schedules shall be updated and

completed as required by Sections 01200 (Price and Payment Procedures), 01320 (Progress Schedules and Reports) and 01330 (Submittal Procedures). No progress payment shall be due or owing to Contractor until the schedules are submitted to and acceptable to Owner or Engineer or both as meeting the requirements of the Contract Documents, including Sections 01200 (Price and Payment Procedures), 01320 (Progress Schedules and Reports) and 01330 (Submittal Procedures). Owner's acceptance of Contractor's schedules will not create any duty of care or impose on Owner any responsibility for the sequencing, scheduling, or progress of Work, nor will it interfere with or relieve Contractor from Contractor's full responsibility therefor.

- 11.1.D. Before commencing any portion of Work, Contractor shall inform Owner in writing as to time and place at which Contractor wishes to commence Work, and nature of Work to be done, in order that proper provision for inspection of Work may occur, and to assure measurements necessary for record and payment. Information shall be given to Owner a reasonable time in advance of time at which Contractor proposes to begin Work, so that Owner may complete necessary preliminary work without inconvenience or delay to Contractor.
- 11.1.E. Contractor shall submit Submittals to Owner (or Engineer if Owner so designates) for review in strict accordance with Section 01330 (Submittal Procedures). Submission of a Submittal shall constitute Contractor's representation that all requirements of Section 01330 (Submittal Procedures) have been complied with. All Submittals will be identified as Owner may require and in the number of copies specified in Section 01330 (Submittal Procedures).
- 11.1.F. Contractor shall not perform Work that requires submission of a Submittal prior to submission and favorable review of the Submittal. Where a Submittal is required by Contract Documents or the final Schedule of Submittals accepted by Owner, any related Work performed prior to Owner's approval of the pertinent Submittal shall be at the sole expense, responsibility, and risk of Contractor.

11.2 Cost Data

- 11.2.A. Contractor shall maintain full and correct information as to the number of workers employed in connection with each subdivision of Work, the classification and rate of pay of each worker in the form of certified payrolls, the cost to Contractor of each class of materials, tools, and appliances used by Contractor in Work, and the amount of each class of materials used in each subdivision of Work. Contractor shall provide Owner with copies of certified payrolls every 2 weeks. If Contractor maintains or is capable of generating summaries or reports comparing actual Project costs with Bid estimates or budgets, Contractor shall provide Owner with a copy of such report upon Owner's request and whenever it is generated.
- 11.2.B. Contractor shall maintain daily job reports recording all significant activity on the job, including the number of workers on Site, Work activities, problems encountered, and delays. Contractor shall provide Owner with copies for each Day Contractor works on the Project, to be delivered to Owner either the same Day or the following morning before starting Work at the Site. Contractor shall take monthly progress photographs of all areas of the Work. Contractor shall maintain copies of all correspondence with Subcontractors and records of meetings with Subcontractors.
- 11.2.C. Owner shall have the right to audit and copy Contractor's books and records of any type, nature, or description relating to the Project (including but not limited to financial

records reflecting in any way costs claimed on the Project), and to inspect the Site, including Contractor's trailer, or other job Site office, and this requirement shall be contained in the subcontracts of Subcontractors working on Site. By way of example, Owner shall have the right to inspect and obtain copies of all Contract Documents, planning and design documents, Bid proposal and negotiation documents (subject to Document 00670 [Escrow Bid Documents]), cost records and job cost variance reports, design modification proposals, value engineering or other cost reduction proposals, revisions made to the original design, job Progress Reports, photographs, and as-built drawings maintained by Contractor. Owner and any other applicable governmental entity shall have the right to inspect all information and documents maintained under this paragraph 11.2 at any time during the Project and for a period of five years following Substantial Completion. This right of inspection shall not relieve Contractor of its duties and obligations under the Contract Documents. This right of inspection shall be specifically enforceable in a court of law, either independently or in conjunction with enforcement of any other rights in the Contract Documents.

- 11.2.D. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Contract Modifications, Change Orders, Work Directives, Force Account orders, and written interpretations and clarifications in good order and annotated to show all changes made during construction. These Project Record Documents, together with all approved Samples and a counterpart of all approved Shop Drawings, shall be maintained and available to Owner for reference. Upon completion of the Work, Contractor shall deliver to Owner, the Project Record Documents.

12. CLAIMS BY CONTRACTOR

12.1 General

- 12.1.A. Contract Interpretation Disputes: Should it appear to Contractor that Work to be performed or any of the matters relative to Contract Documents (including without limitation Drawings or Specifications) are not satisfactorily detailed or explained therein, or should any questions arise as to the meaning or intent of Contract Documents (including without limitation Drawings or Specifications), Contractor shall give written notice to Owner. Contractor shall bear all costs incurred in giving notice. Owner will render a determination regarding the issue, which shall be final. If Contractor disagrees with Owner's decision, Contractor's sole and exclusive remedy is to file a claim in accordance with this Article 12. Contractor shall diligently prosecute the Disputed Work (as defined below) to Final Completion pending resolution of any claim.
- 12.1.B. Work Disputes: Contractor shall give written notice to Owner of any dispute arising under the Contract Documents respecting the true value of any Work performed, the implementation of Work required by Contract Documents, any Work omitted, any extra Work that Contractor may be required to perform or time extensions, respecting the size of any payment to Contractor during the performance of Contract Documents, or of compliance with Contract Documents procedures. Owner will render a determination regarding the issue, which shall be final. If Contractor disagrees with Owner's decision, Contractor's sole and exclusive remedy is to file a claim in accordance with this Article 12. Pending the resolution of any claim, Contractor shall diligently prosecute the Disputed Work to Final Completion.

- 12.1.C. The claim notice and documentation procedure described in this Article 12 shall constitute a mandatory non-judicial settlement procedure and shall apply to all claims and disputes arising under the Contract Documents, including without limitation any claim or dispute by any Subcontractor or material supplier. All Subcontractor and supplier claims of any type shall be brought only through Contractor as provided in this Article 12. Under no circumstances shall any Subcontractor or supplier make any direct claim against Owner.
- 12.1.D. "Claim" means a written demand or written assertion by Contractor seeking, as a matter of right, the payment of money, the adjustment or interpretation of Contract Documents terms, or other relief arising under or relating to Contract Documents. In order to qualify as a "claim," the written demand must state that it is a claim submitted under this Article 12.
- 12.1.E. A voucher, invoice, proposed change, Application for Payment, or other routine or authorized form of request for payment is not a claim under the Contract Documents. If such request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a claim under the Contract Documents by submitting a separate claim in compliance with claim submission requirements.
- 12.1.F. The provisions of this Article 12 survive termination, breach, or completion of the Contract Documents. Contractor shall bear all costs incurred in the preparation and submission of a claim.

12.2 Procedure

- 12.2.A. Should any clarification, determination, action or inaction by Owner or Engineer, Work, or any other event, in the opinion of Contractor, exceed the requirements of or not comply with Contract Documents, or otherwise result in Contractor seeking additional compensation in time or money for any reason (collectively "Disputed Work"), then Contractor and Owner will make good faith attempts to resolve informally any and all such issues, claims and/or disputes. Before commencing the Disputed Work, or within seven Days after Contractor's first knowledge of the Disputed Work, whichever is earlier, Contractor shall file a written notice and cost proposal for the Disputed Work with Owner stating clearly and in detail its objection and reasons for contending the Work or interpretation is outside the requirements of Contract Documents. If a written notice and cost proposal for Disputed Work is not issued within this time period, or if Contractor proceeds with the Disputed Work without first having given the notice required by this paragraph 12.2.A, Contractor shall waive its rights to further claim on the specific issue.
- 12.2.B. Owner will review Contractor's timely notice and cost proposal for Disputed Work and provide a decision. If, after receiving the decision, Contractor disagrees with it or still considers the Work required of it to be outside of the requirements of Contract Documents, it shall so notify Owner, in writing, within seven Days after receiving the decision, by submitting a notice of potential claim, stating that a formal claim will be issued. Within 30 Days of receiving the decision, Contractor shall submit its claim in the form specified herein and all arguments, justification, cost or estimates, schedule analysis, and detailed documentation supporting its position. Contractor's failure to furnish notification within seven Days and all justifying documentation within 30 Days will result in Contractor waiving its right to the subject claim. If Disputed Work persists longer than 30 Days, then Contractor shall, every 30 Days until the Disputed

Work ceases, submit to Owner a document titled "Claim Update" that shall update and quantify all elements of the claim as completely as possible. Contractor's failure to submit a Claim Update or to quantify costs every 30 Days shall result in waiver of the claim for that 30-Day period. Claims or Claim Updates stating that damages, total damages (direct and indirect), schedule input and/or any time extension will be determined at a later date shall not comply with this paragraph 12.2.B and shall result in Contractor waiving its claim(s).

- 12.2.C. Upon receipt of Contractor's formal claim including all arguments, justifications, cost or estimates, schedule analysis, and all other documentation supporting its position as required herein, Owner or its designee will review the issue and render a final determination. Owner may in its discretion first conduct an administrative hearing on the claim, in which event Contractor shall appear and provide further substantiating information and documents if requested by Owner.
- 12.2.D. Claims shall be calculated in the same manner as Change Orders per Section 01250 (Modification Procedures). EXCEPT WHERE PROVIDED BY LAW, OR ELSEWHERE IN THESE CONTRACT DOCUMENTS (IF APPLICABLE), OWNER SHALL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES, AND CONTRACTOR SHALL NOT INCLUDE THEM IN ITS CLAIMS. CONTRACTOR SHALL BE LIMITED IN ITS RECOVERY ON CLAIMS TO THE CHANGE ORDER CALCULATIONS SET FORTH IN SECTION 01250 (MODIFICATION PROCEDURES).

12.3 Claim Format

- 12.3.A. Contractor shall submit the claim justification in the following format:
1. Cover letter and certification under penalty of perjury of the accuracy of the claim;
 2. Summary of claim, including underlying facts, entitlement, schedule analysis, quantum calculations, Contract provisions supporting relief;
 3. List of documents relating to claim including Specifications, Drawings, clarifications/requests for information, schedules, notices of delay, and any others;
 4. Chronology of events and correspondence;
 5. Analysis of claim merit;
 6. Analysis of claim cost; and
 7. Attach supporting documents referenced in paragraph 12.3.A.3.

12.4 Mediation

- 12.4.A. All Contractor claims not subject to the claim resolution procedures set forth in Section 01410 (Regulatory Requirements) shall, as a condition precedent to litigation (or if otherwise permitted by the Contract Documents, arbitration) thereon, first be mediated. Mediation shall be non-binding and utilize the services of a mediator mutually acceptable to the parties and, if the parties cannot agree, a mediator selected by the American Arbitration Association from its panel of approved mediators trained in construction industry mediation. Except as provided below in Section 12.7, all statutes of limitation shall be tolled from the date of the demand for mediation until a date two weeks following the mediation's conclusion. All unresolved Contractor claims shall be submitted to the same mediator. The cost of mediation shall be equally shared.

12.5 Subcontractor Claims

- 12.5.A. Contractor shall present as its claims all Subcontractor, sub-Subcontractor and supplier claims of any type, and prove them under the terms of the Contract Documents. Owner shall not be directly liable to any Subcontractor, any supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages or extra costs of any type arising out of or resulting from the Project.

12.6 Exclusive Remedy

- 12.6.A. Contractor's performance of its duties and obligations specified in this Article 12 and administration of a claim as provided in this Article 12 is Contractor's sole and exclusive remedy for disputes of all types pertaining to the payment of money, extension of time, the adjustment or interpretation of the Contract Documents terms or other contractual or tort relief arising from Contract Documents. This exclusive remedy and the limitation of liability (expressed herein and elsewhere throughout the Contract Documents) apply notwithstanding the completion, termination, suspension, cancellation, breach, or rescission of the Work or Contract Documents, negligence or strict liability by Owner, its representatives, consultants, or agents, or the transfer of Work or the Project to Owner for any reason whatsoever. Contractor waives and covenants not to raise any claims of waiver, estoppel, release, bar, or any other type of excuse for non-compliance with these Article 12 claim submission, administration, and mediation requirements. Compliance with the claim submission, administration, and mediation procedures described in this Article 12 is a condition precedent to the right to file a Government Code Claim, commence litigation or commence any other legal action. Claim(s) or issue(s) not raised in a timely protest and timely claim submitted under this Article 12 may not be asserted in any subsequent Government Code Claim, litigation or legal action. Owner shall not be deemed to waive any provision under this Article 12, if at Owner's sole discretion, a claim is administered in a manner not in accord with this Article 12.

12.7 Final Claim Disposition

- 12.7.A. If the Contractor's claims submitted in accordance with this Article 12 at Project completion total \$375,000 or less, then claims resolution shall proceed in the manner prescribed by Article 1.5, Chapter 1, Part 3 of Division 2 of the California Public Contract Code. If such claims exceed \$375,000, then Contractor shall prepare a compendium of claims submitted and not resolved as a result of these procedures, and submit them in a Govt. Code Section 910 form of claim for final investigation and consideration of their settlement prior to initiation of any litigation thereon, as required by Government Code Section 945.4. Pursuant to Government Code Section 930.2, the one-year period in Government Code Section 911.2 shall be reduced to 150 days.

13. LEGAL AND MISCELLANEOUS**13.1 Laws And Regulations**

- 13.1.A. Contractor shall keep fully informed of and shall comply with all laws, ordinances, regulations, and orders of any properly constituted authority affecting the Contract Documents, Work and persons connected with Work, and shall protect and indemnify Owner and its officers, employees, consultants, and agents against any claim or liability, including attorneys' fees, arising from or based on violation of law, ordinance,

regulation or order, whether by Contractor or by Subcontractors, employees, or agents. Authorized persons may at any time enter upon any part of Work to ascertain compliance of all applicable laws, ordinances, regulations and orders.

- 13.1.B. Whenever Drawings and Specifications require larger sizes or higher standards than are required by any applicable law, ordinance, regulation, or order, Drawings and Specifications shall govern. Whenever Drawings and Specifications require something that will violate such laws, ordinances, regulations, or orders, then such laws, ordinances, regulations, or orders shall govern.

13.2 Permits And Taxes

- 13.2.A. Contractor shall procure all permits and licenses applicable to the Work (including environmental matters to the extent applicable); pay all charges and fees, including fees for street opening permits; comply with, implement, and acknowledge effectiveness of all permits; initiate and cooperate in securing all required notifications or approvals therefore; and give all notices necessary and incident to due and lawful prosecution of Work, unless otherwise provided herein. Owner will pay applicable building permits, school, sanitation, and water fees for the completed construction. Contractor shall pay all sales and/or use taxes levied on materials, supplies, or equipment purchased and used on or incorporated into Work, and all other taxes properly assessed against equipment or other property used in connection with Work, without any increase in the Contract Sum. Contractor shall make necessary arrangements with proper authorities having jurisdiction over roads, streets, pipelines, navigable waterways, railroads, and other works in advance of operations, even where Owner may have already obtained permits for the Work.

13.3 Responsibility Of Contractor And Indemnification

- 13.3.A. Owner and State of California and each of their respective officers, employees, consultants, and agents including, but not limited to, the Board, Engineer, and each Owner's Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.
- 13.3.B. To the furthest extent permitted by law (including without limitation California Civil Code Section 2782), Contractor shall assume defense of, and indemnify and hold harmless, Owner and State of California and each of their respective officers, employees, consultants, and agents, including but not limited to, the Board, Engineer, and each Owner's Representative, from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorneys' fees and consultants' fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by the negligence of Owner or by any person or entity required to be indemnified hereunder.

- 13.3.C. With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against Owner and each of its officers, employees, consultants, and agents including, but not limited to, Owner, the Board, Engineer and each Owner's Representative.
- 13.3.D. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.
- 13.3.E. To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout Contract Documents shall apply even in the event of breach of Contract, negligence (active or passive), fault or strict liability of the party(ies) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, Owner may in its discretion back charge Contractor for Owner's costs and damages resulting therefrom and withhold such sums from progress payments or other Contract moneys which may become due.
- 13.3.F. The indemnities in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to Owner or other indemnified party to the extent of its active negligence.

13.4 Concealed Or Unknown Conditions

- 13.4.A. If either of the following conditions is encountered at Site when digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall give a written Notice of Differing Site Conditions to Owner promptly before conditions are disturbed, except in an emergency as required by paragraph 16.4 of this Document 00700, and in no event later than seven Days after first observance of:
1. Subsurface or Latent physical conditions which differ materially from those indicated in the Contract Documents; or
 2. Unknown physical conditions of an unusual nature or which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.
- 13.4.B. In response to Contractor's Notice of Differing Site Conditions under paragraph 13.4.A, Owner will investigate the identified conditions, and if they differ materially and cause increase or decrease in Contractor's cost of, or time required for, performance of any part of the Work, Owner will issue either a Request for Proposal or a Construction Change Directive under the procedures described in the Contract Documents, including without limitation Section 01250 (Modification Procedures). If Owner determines that physical conditions at the Site are not Latent or are not materially different from those indicated in Contract Documents or that no change in terms of the Contract Documents is justified, Owner will so notify Contractor in writing, stating reasons (with Contractor retaining its rights under Article 12 of this Document 00700).
- 13.4.C. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed Latent or materially different Site conditions (whether above or below grade) if:

1. Contractor knew of the existence of such conditions at the time Contractor submitted its Bid; or
 2. Contractor should have known of the existence of such conditions as a result of having complied with the requirements of Contract Documents, including without limitation paragraphs 2.1 and 8.4 of this Document 00700; or
 3. The information or conditions claimed by Contractor to be Latent or materially different consist of information, conclusions, opinions, or deductions of the kind that paragraph 2.1 of this Document 00700 precludes reliance upon; or
 4. Contractor was required to give written Notice of Differing Site Conditions and failed to do so within the time required.
- 13.4.D. If Owner and Contractor are unable to agree on entitlement to or as to the amount or length of any adjustment in the Contract Sum or Contract Time required under this paragraph 13.4, Contractor shall proceed with the Work as directed by Owner and may make a claim as provided in Article 12 of this Document 00700.

13.5 Notice Of Hazardous Waste Or Materials Conditions

- 13.5.A. Contractor shall give a written Notice of Hazardous Materials Condition to Owner promptly, before any of the following conditions are disturbed (except in an emergency as required by paragraph 16.4 of this Document 00700), and in no event later than 24 hours after first observance of any:
1. Material that Contractor believes may be hazardous waste or hazardous material, as defined in Section 25117 of the Health and Safety Code (including, without limitation, Asbestos, lead, PCBs, petroleum and related hydrocarbons, and radioactive material) that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law (“hazardous material”); or
 2. Other material that may present an imminent substantial danger to persons or property exposed thereto in connection with Work at the Site (“other materials”).
- 13.5.B. Except as otherwise provided in the Contract Documents or as provided by applicable law, Contractor shall not be required to give any notice for the disturbance or observation of any such hazardous materials or other materials where such matter is disturbed or observed as part of the scope of Work under the Contract Documents (such as hazardous waste or hazardous material investigation, remediation or disposal activities which are identified as the subject of Work under the Contract Documents), where Contractor complies with all requirements in the Contract Documents and applicable law respecting such materials.
- 13.5.C. Contractor’s Notice of Hazardous Materials Condition shall indicate whether the hazardous materials or other materials were shown or indicated in the Contract Documents to be within the scope of Work, and whether the hazardous materials or other materials were brought to the Site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible.
- 13.5.D. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed hazardous waste or materials if:
1. Contractor knew of the existence of such hazardous materials or other materials at the time Contractor submitted its Bid; or
 2. Contractor should have known of the existence of such hazardous material or other materials as a result of its having the responsibility to obtain additional or

supplementary examinations, investigation, explorations, tests, studies, and data concerning the conditions at or contiguous to the Site prior to submitting its Bid; or

3. Contractor failed to give the written notice within the time required by paragraph 13.5.A of this Document 00700.

- 13.5.E. If Owner determines that conditions involve hazardous materials or other materials and that a change in Contract Document terms is justified, Owner will issue either a Request for Proposal or Construction Change Directive under the procedures described in the Contract Documents, including without limitation Section 01250 (Modification Procedures). If Owner determines that conditions do not involve hazardous materials or other materials or that no change in Contract Document terms is justified, Owner will notify Contractor in writing, stating the reasons for its determination.
- 13.5.F. In addition to the parties' other rights under paragraph 13.5.E of this Document 00700, if Contractor does not agree to resume Work based on a reasonable belief that it is unsafe, or does not agree to resume Work under special conditions, Owner may order the disputed portion of Work deleted from the Work, or performed by others, or Owner may invoke its right to terminate Contractor's right to proceed under the Contract Documents in whole or in part, for convenience or for cause as the facts may warrant.
- 13.5.G. If Contractor does not agree with any Owner determination of any adjustment in the Contract Sum or Contract Time under this paragraph 13.5, Contractor may make a claim as provided in Article 12 of this Document 00700.

13.6 Suspension Of Work

- 13.6.A. Owner may, without cause, order Contractor in writing to suspend, delay or interrupt Work in whole or in part for such period of time as Owner may determine. An adjustment shall be made for increases in cost of performance of Work of the Contract Documents caused by any such suspension, delay or interruption, calculated using the measures set forth in Section 01250 (Modification Procedures). No adjustment shall be made to extent that:
1. Performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or
 2. An equitable adjustment is made or denied under any other provision of Contract Documents; or
 3. The suspension of Work was the direct or indirect result of Contractor's failure to perform any of its obligations hereunder. Adjustments made in cost of performance may have a mutually agreed fixed or percentage fee; if the parties cannot agree, Contractor may file a claim under Article 12 of this Document 00700.

13.7 Termination Of Contract For Cause

- 13.7.A. Owner may declare Contractor in default of Contract Documents and Owner may terminate Contractor's right to proceed under the Contract Documents for cause:
1. Should Contractor make an assignment for the benefit of creditors; admit in writing its inability to pay its debts as they become due; file a voluntary petition in bankruptcy; be adjudged a bankrupt or insolvent; be the subject of an involuntary petition in bankruptcy which is not dismissed within 60 Days; file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future

- statute, law, or regulation; file any answer admitting or not contesting the material allegations of a petition filed against Contractor in any such proceeding; or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Contractor or of all or any substantial part of its properties or if Contractor, its directors or shareholders, take action to dissolve or liquidate Contractor; or
2. Should Contractor commit a material breach of the Contract Documents. If Owner declares Contractor in default due to material breach, however, Owner must allow Contractor an opportunity to cure such breach within ten Days of the date of notice from Owner to Contractor providing notice of the default; or, if such breach is curable but not curable within such ten-Day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Contractor to avail itself of a time period in excess of ten Days, Contractor must provide Owner within the ten-Day period with a written plan acceptable to Owner to cure said breach which includes, for example, evidence of necessary resources, Subcontractor commitments, schedules and recovery schedules meeting Contract Document requirements and showing a realistic and achievable plan to cure the breach. Contractor must then diligently commence and continue such cure according to the written plan); or
 3. Should Contractor violate or allow (by a Subcontractor or other person or entity for which Contractor is responsible) a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency applicable to the Project or Work and does not cure (or cause to be cured) such violation within ten Days of the date of the notice from Owner to Contractor demanding such cure; or, if such violation is curable but not curable within such ten-Day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Contractor to avail itself of a time period in excess of ten Days, Contractor shall provide Owner within the ten-Day period with a written plan to cure said violation acceptable to Owner, and then diligently commence and continue performance of such cure according to the written plan.)
- 13.7.B. If Owner at any time reasonably believes that Contractor is or may be in default under the Contract Documents as provided in paragraph 13.7.A of this Document 00700, Owner may in its sole discretion notify Contractor of this fact and request written assurances from Contractor of performance of Contract Documents and a written plan from Contractor to remedy any default under the terms of Contract Documents which Owner may advise Contractor of in writing. Contractor shall, within 10 Days of Owner's request, deliver a written cure plan which meets the requirements of the written plan deliverable under paragraph 13.7.A.2 of this Document 00700. Failure of Contractor to provide such written assurances of performance and the required written plan, within ten Days of request, will constitute a material breach of Contract Documents sufficient to justify termination for cause.
- 13.7.C. In event of termination for cause, Owner will immediately serve written notice thereof upon Surety and Contractor. Surety shall have the rights and obligations set forth in Document 00611 (Construction Performance Bond). Subject to the Surety's rights under the Performance Bond (which rights are waived upon a default thereunder), Owner may take over the Work and prosecute it to completion by contract or by any other methods it may deem advisable.

- 13.7.D. In the event of termination by Owner as provided in paragraph 13.7.A of this Document 00700 for cause:
1. Owner will compensate Contractor for the value of the Work delivered to Owner upon termination as determined in accordance with the Contract Documents, subject to all rights of offset and back charges, and provided that Contractor provides Owner with updated as-builts and Project Record Documents showing the Work performed up to the date of termination. However, Owner will not compensate Contractor for its costs in terminating the Work or any cancellation charges owed to third parties.
 2. Contractor shall deliver to Owner possession of the Work in its then condition including, but not limited to, all designs, engineering, Project records, Project Record Documents, cost data of all types, Drawings and Specifications and contracts with vendors and Subcontractors, all other documentation associated with the Project, and all construction supplies and aids dedicated solely to performing the Work which, in the normal course of construction, would be consumed or only have salvage value at the end of the construction period. Contractor shall remain fully liable for the failure of any Work completed and materials and equipment provided through the date of such termination to comply with the provisions of the Contract Documents. The provisions of this paragraph 13.7.D shall not be interpreted to diminish any right which Owner may have to claim and recover damages for any breach of Contract Documents or otherwise, but rather, Contractor shall compensate Owner for all loss, cost, damage, expense, and/or liability suffered by Owner as a result of such termination and failure to comply with Contract Documents.
 3. Owner's rights under paragraph 13.7.D.2 shall be specifically enforceable to the greatest extent permitted by law. Owner shall, to the extent applicable, have all other rights and remedies set forth in any Bidding Document.
- 13.7.E. Owner may terminate portions or parts of the Work for cause, provided these portions or parts (1) have separate geographic areas from parts or portions of the Work not terminated or (2) are limited to the Work of one or more specific trades or Subcontractors. In such case, Contractor shall cooperate with a competing contractor as required under Article 6 of this Document 00700.
- 13.7.F. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and Contractor shall have no greater rights than it would have had following a termination for convenience. Any Contractor claim arising out of a termination for cause shall be made in accordance with the provisions of the Contract Documents on claims and calculated in accordance with the provisions of the Contract Documents on Change Orders and claims. No other loss cost, damage, expense or liability may be claimed, requested or recovered by Contractor.
- 13.8 Termination Of Contract For Convenience**
- 13.8.A. Owner may terminate performance of the Work under the Contract Documents in accordance with this clause in whole, or from time to time in part, whenever Owner shall determine that termination is in Owner's best interest. Termination shall be effected by Owner delivering to Contractor notice of termination specifying the extent to which performance of the Work under the Contract Documents is terminated and the effective date of the termination.

- 13.8.B. After receiving a notice of termination under paragraph 13.8.A of this Document 00700, and except as otherwise directed by Owner, Contractor shall:
1. Stop Work under the Contract Documents on date and to extent specified in notice of termination;
 2. Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete portion of Work under the Contract Documents which is not terminated;
 3. Terminate all orders and subcontracts to extent that they relate to performance of Work terminated by the notice of termination;
 4. Assign to Owner in manner, at times, and to extent directed by Owner, all right, title, and interest of Contractor under orders and subcontracts so terminated. Owner shall have the right, in its sole discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;
 5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of Owner to extent Owner may require. Owner's approval or ratification shall be final for purposes of this paragraph 13.8;
 6. Transfer title to Owner, and deliver in the manner, at the times, and to the extent, if any, directed by Owner, all fabricated or unfabricated parts, Work in process, completed Work, supplies, and all other material produced as part of, or acquired in connection with performance of, Work terminated by the notice of termination, and completed or partially completed drawings, drawings, specifications, information, and other property which, if the Project had been completed, would have been required to be furnished to Owner;
 7. Use its best efforts to sell, in manner, at times, to extent, and at price or prices that Owner directs or authorizes, any property of types referred to in paragraph 13.8.B.6 of this Document 00700, but Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under conditions prescribed and at price or prices approved by Owner. Proceeds of transfer or disposition shall be applied to reduce payments to be made by Owner to Contractor under the Contract Documents or shall otherwise be credited to the price or cost of Work covered by Contract Documents or paid in such other manner as Owner may direct;
 8. Complete performance of the part of the Work which was not terminated by the notice of termination; and
 9. Take such action as may be necessary, or as Owner may direct, to protect and preserve all property related to Contract Documents which is in Contractor's possession and in which Owner has or may acquire interest.
- 13.8.C. After receipt of a notice of termination under paragraph 13.8.A of this Document 00700, Contractor shall submit to Owner its termination claim, in form and with all certifications required by Article 12 of this Document 00700. Contractor's termination claim shall be submitted promptly, but in no event later than 6 months from effective date of the termination. Contractor and Owner may agree upon the whole or part of the amount or amounts to be paid to Contractor because of a total or partial termination of Work under this paragraph 13.8. If Contractor and Owner fail to agree on the whole amount to be paid to Contractor because of the termination of the Work under this paragraph 13.8, Owner's total liability to Contractor by reason of the termination shall be the total (without duplication of any items) of:

1. The reasonable cost to Contractor, without profit, for all Work performed prior to the effective date of the termination, including Work done to secure the Project for termination. Reasonable cost may not exceed the applicable percentage completion values derived from the Progress Schedule and the Schedule of Values.
Deductions shall be made for cost of materials to be retained by Contractor, cost of Work defectively performed, amounts realized by sale of materials, and for other appropriate credits against cost of Work. Reasonable cost will include reasonable allowance for Project overhead and general administrative overhead not to exceed a total of ten percent of direct costs of such Work. When, in Owner's opinion, the cost of any item of Work is excessively high due to costs incurred to remedy or replace Defective or rejected Work, reasonable cost to be allowed will be the estimated reasonable cost of performing the Work in compliance with requirements of Contract Documents and excessive actual cost shall be disallowed.
 2. A reasonable allowance for profit on cost of Work performed as determined under paragraph 13.8.C.1 of this Document 00700, provided that Contractor establishes to Owner's satisfaction that Contractor would have made a profit had the Project been completed, and provided further that the profit allowed shall not exceed 5 percent of cost.
 3. Reasonable costs to Contractor of handling material returned to vendors, delivered to Owner or otherwise disposed of as directed by Owner.
 4. A reasonable allowance for Contractor's internal administrative costs in preparing termination claim.
 5. Except as provided in this paragraph 13.8.C of this Document 00700, Owner shall not be liable for costs incurred by Contractor or Subcontractors after receipt of a notice of termination. Such non-recoverable costs include, but are not limited to, anticipated profits on Work not performed as of the date of termination, post-termination employee salaries, post-termination general administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting Contractor's Bid, attorneys' fees of any type, and all costs relating to prosecution of claim or lawsuit.
 6. Owner shall have no obligation to pay Contractor under this paragraph 13.8 unless and until Contractor provides Owner with updated and acceptable as-builts and Project Record Documents for Work completed prior to termination.
- 13.8.D. In arriving at the amount due Contractor under this clause, there shall be deducted:
1. All unliquidated advances or other payments on account previously made to Contractor which are applicable to the terminated portion of Contract Documents;
 2. Any claim which Owner may have against Contractor in connection with Contract Documents; and
 3. The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Contractor or sold under provisions of this paragraph 13.8, and not otherwise recovered by or credited to Owner.

13.9 Contingent Assignment Of Subcontracts

- 13.9.A. Contractor hereby assigns to Owner each Subcontract for a portion of the Work, provided that:
1. The assignment is effective only after Owner's termination of Contractor's right to proceed under the Contract Documents (or portion thereof relating to that Subcontract) pursuant to paragraphs 13.7 or 13.8 of this Document 00700.

2. The assignment is effective only for the Subcontracts which Owner expressly accepts by notifying the Subcontractor in writing;
3. The assignment is subject to the prior rights, if any, of the Surety, obligated by Document 00611 (Construction Performance Bond) provided under the Contract Documents, where the Surety exercises its rights to complete the Contract;
4. After the effectiveness of an assignment, Contractor shall, at its sole cost and expense (except as otherwise provided in paragraphs 13.7 or 13.8 of this Document 00700), sign all instruments and take all actions reasonably requested by Owner to evidence and confirm the effectiveness of the assignment in Owner; and
5. Nothing in this paragraph 13.9 shall modify or limit any of Contractor's obligations to Owner arising from acts or omissions occurring before the effectiveness of any Subcontract assignment, including but not limited to all defense, indemnity and hold-harmless obligations arising from or related to the assigned Subcontract.

13.10 Remedies and Contract Integration

- 13.10.A. Subject to Contract Documents provisions regarding Contractor claims, claim review, and claim resolution, and subject to the limitations therein, the exclusive jurisdiction and venue for resolving all claims, counter-claims, disputes and other matters in question between Owner and Contractor arising out of or relating to Contract Documents, any breach thereof or the Project shall be the applicable court of competent jurisdiction located in the State of California, County of Sonoma. All Owner remedies provided in the Contract Documents shall be taken and construed as cumulative and not exclusive; that is, in addition to each and every other remedy herein provided; and in all instances Owner shall have any and all other equitable and legal rights and remedies which it would have according to law.
- 13.10.B. The Contract Documents, any Contract Modifications, and Change Orders shall represent the entire and integrated agreement between Owner and Contractor regarding the subject matters hereof and thereof and shall constitute the exclusive statement of the terms of the parties' agreement. The Contract Documents, and any Contract Modifications and Change Orders, shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of the Contract Documents or written Modifications. Owner and Contractor represent and agree that, except as otherwise expressly provided in the Contract Documents, they are entering into the Contract Documents and any subsequent written Modification in sole reliance upon the information set forth or referenced in the Contract Documents or Contract Modifications and the parties are not and will not rely on any other information.
- 13.10.C. In any proceeding to enforce the Contract Documents, Contractor and Owner agree that the finder of fact shall receive detailed instructions on the meaning and operation of the Contract Documents, including their conditions, limitations of liability and remedies clauses, claims procedures and any other provisions impacting major defenses and theories of liability of the parties. Detailed findings of fact shall be requested, to verify Contract enforcement.
- 13.10.D. Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

13.11 Patents

13.11.A. Fees or claims for any patented invention, article or arrangement that may be used upon or in any manner connected with performance of the Work or any part thereof shall be included in the Bid price for doing the Work. Contractor shall defend, indemnify and hold harmless Owner and each of its officers, employees, consultants and agents, including, but not limited to, the Board and each Owner's Representative, from all damages, claims for damages, costs or expenses in law or equity, including attorneys' fees, arising from or relating to any claim that any article supplied or to be supplied under the Contract Documents infringes on the patent rights, copyright, trade name, trademark, service mark, trade secret or other intellectual property right of any person or persons or that the person or entity supplying the article does not have a lawful right to sell the same. Such costs or expenses for which Contractor agrees to indemnify and hold harmless the above indemnities include but are not limited to any and all license fees, whether such fees are agreed by any indemnitee or ordered by a court or administrative body of any competent jurisdiction.

13.12 Substitution For Patented And Specified Articles

13.12.A. Except as provided otherwise in Document 00200 (Instructions to Bidders) or in the Contract Documents, whenever in Specifications, material or process is designated by patent or proprietary name or by name of manufacturer, such designation shall be deemed to be used for purpose of facilitating description of material and process desired, and shall be deemed to be followed by the words "or Approved Equal" and Contractor may offer any substitute material or process that Contractor considers "equal" in every respect to that so designated and if material or process offered by Contractor is, in opinion of Owner, Equal in every respect to that so designated, its use will be approved. However, Contractor may utilize this right only by timely submitting Document 00660 (Substitution Request Form) as provided in Document 00200 (Instructions to Bidders). A substitution will be approved only if it is a true Equal item in every aspect of its design and quality, including but not limited to its dimensions, weights, service requirements, durability, functioning, impact on contiguous construction elements, overall schedule and design.

13.13 Interest Of Public Officers

13.13.A. No representative, officer, or employee of Owner, no member of the governing body of the locality in which the Project is situated, no member of the locality in which Owner was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project, during the tenure of the official or for one year thereafter, shall, as principal, agent, attorney or otherwise, be directly or indirectly interested, in the Contract Documents or the proceeds thereof.

13.14 Limit Of Liability

13.14.A. OWNER, AND EACH OF ITS OFFICERS, BOARD MEMBERS, EMPLOYEES, CONSULTANTS AND AGENTS INCLUDING, BUT NOT LIMITED TO, ENGINEER AND EACH OTHER OWNER REPRESENTATIVE, SHALL HAVE NO LIABILITY TO CONTRACTOR FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, EXCEPT TO THE LIMITED EXTENT THAT THESE CONTRACT DOCUMENTS OR APPLICABLE PUBLIC CONTRACTING STATUTES MAY SPECIFY THEIR RECOVERY.

14. MODIFICATIONS OF CONTRACT DOCUMENTS**14.1 Alterations, Modifications And Force Account Work**

- 14.1.A. No modification or deviation from the Drawings and Specifications will be permitted except by written Contract Modification.
- 14.1.B. Owner may, without notice to the sureties, make alterations, deviations, additions to, or deletions from Contract Documents; increase or decrease the quantity of any item or portion of the Work; expand, contract or otherwise change the Contract Time; delete any item or portion of the Work; and require extra Work. Contractor shall perform such Work under applicable provisions of the Contract Documents, unless specifically provided otherwise at the time the change is ordered. In the case of any ordered extra Work, Owner reserves the right to furnish all or portions of associated labor, material, and equipment, which Contractor shall accept and use without payment for costs, markup, profit, or otherwise for such Owner-furnished labor, materials, and equipment.
- 14.1.C. Changes affecting the Contract Time or Contract Sum of the Work shall be set forth in a written Change Order that shall specify:
1. The Work performed in connection with the change to be made;
 2. The amount of the adjustment of the Contract Sum, if any, and the basis for compensation for the Work ordered; and
 3. The extent of the adjustment in the Contract Time, if any.
- 14.1.D. A Change Order will become effective when signed by Owner. If Owner exercises its right to decide disputed issues pertaining to changed Work as set forth in Articles 12 and 14 of this Document 00700, then the resulting Change Order shall be effective when signed by Owner, notwithstanding that Contractor has not signed it.
- 14.1.E. Changes not affecting the Contract Time or Contract Sum of the Work, in Owner's discretion, may be set forth in a written RFI-Reply executed by Owner. Execution of such an RFI-Reply constitutes Contractor's agreement to make the specified change without change to the Contract Sum or the Contract Time.
- 14.1.F. Changes or deviations from Contract Documents affecting the Contract Time or Contract Sum of the Work shall not be made without the authority of an effective Change Order or Construction Change Directive as provided in Section 01250 (Modification Procedures), except in cases of emergency discussed in Article 16 of this Document 00700.
- 14.1.G. If changes ordered in design, workmanship or materials are of such a nature as to increase or decrease the cost of any part of the Work, the price fixed in the Contract Documents shall be increased or decreased by the amount that Contractor and Owner may agree upon as a reasonable and proper allowance for the cost increase or decrease. If an agreement cannot be reached, then Owner will reach a determination, which shall be final, subject to Contractor's rights under Article 12 of this Document 00700. In all cases Contractor shall perform the changed Work as directed by Owner subject to Contractor's rights under Article 12 of this Document 00700.
- 14.1.H. Contractor shall, upon Owner's request, permit inspection of the original unaltered Bid estimate, subcontract agreements, purchase orders relating to the change, and documents substantiating all costs associated with its cost proposal or claims arising from changes in the Work.

- 14.1.I. Changes in the Work made pursuant to this Article 14 and extensions of Contract Time necessary by reason thereof shall not in any way release the guarantees and warranties given by Contractor pursuant to provisions of the Contract Documents, nor shall such changes in the Work relieve or release the Sureties of bonds executed pursuant to said provisions. The Sureties, in executing such bonds, shall be deemed to have expressly agreed to any such change in the Work and to any extension of time made by reason thereof.
- 14.1.J. Procedures for Modifications of Contract Documents and for calculating the cost of extra and deleted Work are given in Section 01250 (Modification Procedures). Regarding delay and impact costs of any nature, Contractor may not seek delay compensation for on-Site or off-Site costs based on formulas, e.g., "Eichlay" or other formula. Rather, Contractor shall prove actual costs resulting from such delays. If Contractor requests compensation for delay to the construction, then Contractor shall prove and document actual costs plus markup per the cost categories and procedures in Section 01250 (Modification Procedures) in order to request, claim or prove compensation for delay.
- 14.1.K. Owner's General Manager is authorized to approve Change Orders in accordance with Resolution No. 04-0547 dated June 8, 2004. The approval period for such Change Orders is approximately seven Days from receipt of the signed Change Order from Contractor. If a Change Order is equal to or greater than the amounts authorized by Resolution No. 04-0547, it may be necessary for the Board to approve the Change Order, and if so the approval period is approximately 28 Days from receipt of the signed Change Order from Contractor. A performance bond rider covering the changed Work must be executed and delivered to Owner before proceeding with the changed Work. Contractor is charged with knowledge of Owner's approved Change Order limits and procedures in effect at the applicable time.

15. TIME ALLOWANCES

15.1 Time Allowances For Performance Of Contract Documents

- 15.1.A. When Contractor and Owner have signed the Contract Documents, Owner will serve a Notice to Proceed upon Contractor to that effect, either by depositing notice in a post office or post office box regularly maintained by United States Postal Service in a pre-paid wrapper directed to Contractor at legal address or (at Owner's option) by delivery by other means at legal address.
- 15.1.B. The start date for Contract Time shall be on the date indicated in the applicable Notice to Proceed. If no date is indicated, the start date for Contract Time shall be the fifth Day from the date that Contractor receives, by hand delivery or facsimile transmission, Owner's written Notice to Proceed, unless the Notice to Proceed is served by mail only, in which case the start date for Contract Time shall be the fifth Day following the mailing date. The total number of Days for completion of the Work under the Contract Documents shall be as provided in Document 00520 (Agreement).

15.2 Entitlement to Change Of Contract Time

- 15.2.A. The Contract Time may only be changed by Change Order or by Contract Modification, and all time limits stated in the Contract Documents are of the essence of Contract Documents.
- 15.2.B. The Contract Time will be adjusted in an amount equal to the time lost due to:

1. Changes in the Work ordered by Owner;
 2. Acts or neglect by Owner, Engineer, any Owner's Representative, utility owners or other contractors performing other work, provided that Contractor has fully and completely performed its responsibilities under the Contract Documents; or
 3. Fires, floods, epidemics, abnormal weather conditions beyond the parameters otherwise set forth in this paragraph 15.2, earthquakes, civil or labor disturbances, strikes or Acts of God, provided damages resulting therefrom are not the result of Contractor's failure to protect the Work as required by Contract Documents.
- 15.2.C. The Contract Time shall not be extended for any cause identified in paragraph 15.2.B above, however, unless:
1. Contractor actually has been prevented from completing any part of the Work within the Contract Time due to delay that is beyond Contractor's control and due to reasons for which Contractor is not responsible (delays attributable to and within the control of a Subcontractor, or its subcontractors, or supplier shall be deemed to be delays within the control of Contractor);
 2. A claim for delay is made as provided herein; and
 3. Contractor submits a Time Impact Evaluation as required under Section 01320 (Progress Schedules and Reports) that demonstrates actual delay to critical Work activities that actually delay the progress of the Work in the amount of time requested.
- 15.2.D. Where Contractor is prevented from completing any part of the Work within the Contract Time due to delay beyond the control of both Owner and Contractor (including, but not limited to, adverse weather of all types and acts of other contractors or utilities), an extension of Contract Time, in an amount equal to the time lost due to such delay (without compensation), shall be Contractor's sole and exclusive remedy for such delay.

15.3 Weather-Related Delays

- 15.3.A. Delays due to abnormal or adverse weather conditions will not be allowed for weather conditions that fall within the parameters listed herein. Adverse weather delays may be allowed only if the number of workdays of adverse weather exceeds these on a monthly basis and Contractor proves that adverse weather actually caused delays. Contractor shall give written notice of intent to claim an adverse weather Day within one Day of the adverse weather delay occurring. Rain parameters are as follows, prorated in the individual month Contractor starts and finishes Work.

Rain Days: January, [9]; February, [8]; March, [7]; April, [4]; May, [2]; June, [1]; July, [0]; August, [0]; September, [1]; October, [3]; November, [6]; and December, [8].

In order to qualify as an adverse weather delay with respect to the foregoing parameters, daily rainfall must exceed 0.10 of an inch or more at the Santa Rosa, California station, as measured by the National Oceanic & Atmospheric Administration, and Contractor must prove that the rain actually caused delay as set forth above.

- 15.3.B. Contractor shall include the foregoing rain parameters as a monthly activity in its Progress Schedule. As Work on the critical path is affected by rain, Contractor shall notify Owner and request that the Days be moved to the affected activities. Any adverse weather Days remaining shall be considered Project Float.

- 15.3.C. Adverse weather delay for rain shall be recognized for the actual period of time Contractor proves it was delayed by rain exceeding the specified parameters. For example, and not by way of limitation, if rain exceeding the specified parameters does not in fact delay Contractor's progress on the critical path, then no time extension shall be recognized; and conversely, if Contractor proves that rain exceeding the specified parameters causes delay to Contractor for a period longer than the number of rain Days incurred (e.g., if it rains during grading Work), then Contractor shall be entitled to a time extension equal to the actual period of such delay.
- 15.3.D. Contractor shall take reasonable steps to mitigate potential weather delays, such as dewatering the Site, covering Work and material that could be affected adversely by weather, and using all necessary construction means and methods to dry and/or aerate wet soils. Failure to do so shall be cause for Owner to not grant a time extension due to adverse weather, where Contractor could have avoided or mitigated the potential delay by exercising reasonable care.

15.4 Notice Of Delay

- 15.4.A. Within seven Days of the beginning of any delay, Contractor shall notify Owner in writing, by submitting a notice of potential claim, of all anticipated delays resulting from the delay event in question. Any request for extension of time shall be accompanied by Contractor's written statement that the adjustment claimed is the entire adjustment to which the Contractor is entitled as a result of the occurrence of said event, and shall include a written schedule document that demonstrates delay to the critical path using a Time Impact Evaluation as specified in Section 01320 (Progress Schedules). Owner will determine all claims and adjustments in the Contract Time. No claim for an adjustment in the Contract Time will be valid and such claim will be waived if not submitted in accordance with the requirements of this paragraph 15.4.A.

15.5 Time Extensions And/Or Compensation Entitlement For Delays

- 15.5.A. Contractor may receive a time extension and be compensated for delays caused directly and solely by Owner.
- 15.5.B. Contractor may receive a time extension without compensation for delays resulting in whole or in part from causes beyond the reasonable control of Contractor and Owner, e.g., adverse weather conditions exceeding Contract Documents parameters, acts of third parties unrelated to Contractor's obligations herein, earthquakes, Acts of God and epidemics. In such cases, a time extension without compensation shall constitute Contractor's sole and exclusive remedy for such delays.
- 15.5.C. Contractor shall not be entitled to any time extension or compensation including, but not limited to, extended field or home office overhead, field supervision, costs of capital, interest, escalation charges, acceleration costs or other impacts for any delays caused in whole or in part by Contractor's failure to perform its obligations under the Contract Documents, or during periods of delay concurrently caused by Contractor and either Owner or others.
- 15.5.D. Contractor shall not be entitled to damages for delay to the Work caused by the following reasons:
1. Owner's right to sequence the Work in a manner which would avoid disruption to Owner's contractors and their subcontractors and Owner's employees, exercised as a result of Contractor's failure to perform its cooperation and coordination

- responsibilities required by Contract Documents; Owner's enforcement of any government act or regulation; or the provisions of the Contract Documents;
2. For changed Site conditions that are beyond the parties' contemplation, except that Owner may approve direct costs associated with unknown conditions (but not costs or damages which result from such delays); and
 3. Extensive requests for clarifications to Contract Documents or Contract Modifications thereto, provided such clarifications or Contract Modifications are processed by Owner or its consultants in a reasonable time commensurate with Contract Documents requirements.

15.6 Liquidated Damages

- 15.6.A. Time is of the essence. Execution of Contract Documents by Contractor shall constitute acknowledgement by Contractor that Contractor understands, has ascertained and agrees that Owner will actually sustain damages in the amount fixed in the Contract Documents for each and every Day during which completion of Work required is delayed beyond expiration of time fixed for completion or extensions of time allowed pursuant to provisions hereof. Contractor and Owner agree that specified measures of liquidated damages shall be presumed to be the damages actually sustained by Owner as defined below, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.
- 15.6.B. Liquidated damages shall be considered not as a penalty but as agreed monetary damage sustained by Owner for increased Project administration expenses, including extra inspection, construction management, and architectural and engineering expenses related to the Project and Contract Documents because Contractor failed to perform and complete Work within time fixed for completion or extensions of time allowed pursuant to provisions hereof. Liquidated damages shall not be deemed to include within their scope additional damages or administrative costs arising from Defective Work, lost revenues, interest expenses, cost of completion of the Work, cost of substitute facilities, claims and fines of regulatory agencies, damages suffered by others or other forms of liability claimed against Owner as a result of delay (e.g., delay or delay-related claims of other contractors or subcontractors), and defense costs thereof. Contractor shall be fully responsible for the actual amount of any such damages it causes, in addition to the liquidated damages otherwise due Owner.
- 15.6.C. Owner may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages. Should Contractor fall behind the approved Progress Schedule, Owner may deduct liquidated damages based on its estimated period of late completion. Owner need not wait until Final Completion to withhold liquidated damages from Contractor's progress payments. Should money due or to become due to Contractor be insufficient to cover aggregate liquidated damages due, then Contractor forthwith shall pay the remainder of the assessed liquidated damages to Owner.

16. WORKING CONDITIONS AND PREVAILING WAGES

16.1 Use Of Site/Sanitary Rules

- 16.1.A. All portions of the Work shall be maintained at all times in neat, clean and sanitary condition. Contractor shall furnish toilets for use of Contractor's and Subcontractors'

employees on the Site where needed, and their use shall be strictly enforced. All toilets shall be properly secluded from public observation, and shall be located, constructed and maintained subject to Owner's approval.

- 16.1.B. Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Site and land areas identified in and permitted by Contract Documents and other land and areas permitted by applicable laws and regulations, rights of way, permits and easements or as designated by Owner, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, any improvement located thereon, or to the owner or occupant thereof resulting from the performance of Work.
- 16.1.C. During the progress of the Work, Contractor shall keep the Site and the Project free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall clean the Site, remove all waste materials, rubbish and debris from and about the Site as well as all tools, appliances, construction equipment and machinery and surplus materials. Contractor shall leave the premises clean and ready for occupancy by Owner at Substantial Completion of Work. Contractor shall restore to original condition all property not designated for alteration by Contract Documents.
- 16.1.D. Contractor shall not load nor permit any part of any structure or pavement to be loaded in any manner that will endanger the structure or pavement, nor shall Contractor subject any part of Work or adjacent property to stresses or pressures that will endanger it. Contractor shall conduct all necessary existing conditions investigation regarding structural, mechanical, electrical or any other system existing, shall perform Work consistent with such existing conditions, and shall have full responsibility for insufficiencies or damage resulting from insufficiencies of existing systems, equipment or structures to accommodate performing the Work.

16.2 Protection Of Work, Persons, And Property

- 16.2.A. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with Work. Contractor shall comply with all safety requirements specified in any safety program established by Owner, or required by state, federal or local laws and ordinances. Contractor shall be responsible for all damage to Work, property or structures, and all injuries to persons either on the Site or constituting the Work (e.g., materials in transit), arising from the performance of Work of the Contract Documents from any cause.
- 16.2.B. Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.
- 16.2.C. Contractor shall remedy all damage, injury or loss to any property referred to in paragraph 16.2.A of this Document 00700, caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any Work or

anyone for whose acts any of them may be liable. Contractor's duties and responsibility for safety and for protection of Work shall continue until such time as all the Work is completed and Final Acceptance of the Work. Owner and its agents do not assume any responsibility for collecting any indemnity from any person or persons causing damage to Contractor's Work.

16.2.D. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

16.2.E. Owner may, at its option, retain such moneys due under the Contract Documents as Owner deems necessary until any and all suits or claims against Contractor for injury to persons or property shall be settled and Owner receives satisfactory evidence to that effect.

16.3 Responsibility For Safety And Health

16.3.A. Contractor shall ensure that its and each tier of Subcontractors' employees, agents and invitees comply with applicable health and safety laws while at the Site. These laws include the Occupational Safety and Health Act of 1970 and rules and regulations issued pursuant thereto, and Owner's safety regulations as amended from time to time. Contractor shall comply with all Owner directions regarding protective clothing and gear.

16.3.B. Contractor shall be fully responsible for the safety of its and its Subcontractors' employees, agents and invitees on the Site. Contractor shall notify Owner, in writing, of the existence of hazardous conditions, property or equipment at the Site that are not under Contractor's control. Contractor shall be responsible for taking all the necessary precautions against injury to persons or damage to the property of Contractor, Subcontractors or persons from recognized hazards until the responsible party corrects the hazard.

16.3.C. Contractor shall confine all persons acting on its or its Subcontractors' behalf to that portion of the Site where Work under the Contract Documents is to be performed, Owner-designated routes for ingress and egress thereto, and any other Owner-designated area. Except those routes for ingress and egress over which Contractor has no right of control, within such areas, Contractor shall provide safe means of access to all places at which persons may at any time have occasion to be present.

16.4 Emergencies

16.4.A. In emergencies affecting the safety or protection of persons or Work or property at the Site or adjacent thereto, Contractor, without special instruction or authorization from Owner, is obligated to act to prevent threat and damage, injury or loss, until directed otherwise by Owner. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in Work or variations from Contract Documents have been caused thereby. If Owner determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Change Order or Construction Change Directive will be issued to document the consequences of such action.

16.5 Use Of Roadways And Walkways

16.5.A. Contractor shall not unnecessarily interfere with use of any roadway, walkway or other facility for vehicular or pedestrian traffic. Before beginning any interference and

only with Owner's prior concurrence, Contractor may provide detour or temporary bridge for traffic to pass around or over the interference, which Contractor shall maintain in satisfactory condition as long as interference continues. Unless otherwise provided in the Contract Documents, Contractor shall bear the cost of these temporary facilities.

16.6 Nondiscrimination

16.6.A. No person or entity shall discriminate in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sexual preference, or gender of such persons, except as provided in Section 12940 of the Government Code. Every contractor for public works violating the provisions of Section 1735 of the Labor Code is subject to all the penalties imposed for a violation of Chapter 1, Part 7, Division 2 of the Labor Code. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Contract and any extensions of the term.

16.7 Prevailing Wages

- 16.7.A. Contractor shall pay to persons performing labor in and about Work provided for in the Contract Documents an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the Work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and Owner to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Contract. Contractor shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each Site.
- 16.7.B. Contractor shall forfeit, as a penalty to Owner, Fifty Dollars (\$50.00) for each laborer, workman, or mechanic employed in performing labor in and about the Work provided for in the Contract Documents for each Day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any Work done under the Contract Documents by him or her or by any Subcontractor under him or her, in violation of Articles 1 and 2 of Chapter 1 of Part 7 of Division II of the California Labor Code. The sums and amounts which shall be forfeited pursuant to this paragraph 16.7.B and the terms of the Labor Code shall be withheld and retained from payments due to Contractor under the Contract Documents, pursuant to this Document 00700 and the Labor Code, but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the State Department of Industrial Relations or by Owner. The Labor Commissioner pursuant to Labor Code Section 1775 shall determine the final amount of forfeiture.
- 16.7.C. Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is

performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code.

- 16.7.D. Contractor stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code Sections 1813 and 1815.

16.8 Environmental Controls

- 16.8.A. Contractor shall comply with all rules, regulations, ordinances, and statutes that apply to any Work performed under the Contract Documents including, without limitation, any toxic, water, storm water management, and soil pollution controls and air pollution controls specified in Government Code Section 11017. Contractor shall be responsible for insuring that Contractor's Employees, Subcontractors, and the public are protected from exposure to airborne hazards or contaminated water, soil, or other toxic materials used during or generated by activities on the Site or associated with the Project.

16.9 Shoring Safety Plan

- 16.9.A. Any conflict between this paragraph 16.9 and Division 2 of the Specifications shall be resolved in favor of the most stringent requirement.
- 16.9.B. At least five Days in advance of any excavation five feet or more in depth, Contractor shall submit to Owner a detailed plan showing the shoring, bracing and sloping design (including calculations) and other provisions to be made for worker protection from the hazard of caving ground during the excavation, as required by Labor Code Section 6705. A civil or structural engineer registered in California shall prepare and sign any plan that varies from the shoring system standards established by the State Construction Safety Orders.
- 16.9.C. During the course of Work, Contractor shall be responsible for determining where sloping, shoring, and/or bracing is necessary and the adequacy of the design, installation, and maintenance of all shoring and bracing for all excavation, including any excavation less than five feet in depth. Contractor will be solely responsible for any damage or injuries that may result from excavating or trenching. Owner's acceptance of any drawings showing the shoring or bracing design or Work schedule shall not relieve Contractor of its responsibilities under this paragraph 16.9.
- 16.9.D. Appoint a qualified supervisory employee who shall be responsible to determine the sloping or shoring system to be used depending on local soil type, water table, stratification, depth, etc.

END OF DOCUMENT

DOCUMENT 00800

SUPPLEMENTARY CONDITIONS**1. SUMMARY**

A. This document includes requirements that supplement the paragraphs of Document 00700 (General Conditions).

2. SUPPLEMENTS

A. Supplement to paragraph 4.2:

4.2.A. General.

1. Contractor shall maintain and shall require all of its subcontractors and other agents to maintain the insurance listed below. Contractor shall not commence Work, nor allow its employees, subcontractors or anyone to commence Work until the required insurance has been submitted and approved by Owner and a Notice to Proceed has been issued. Any requirement for insurance to be maintained after completion of the Work shall survive this Agreement.
2. Owner reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

4.2.B. Contractor - Required Insurance.

1. At or before the date specified in Document 00510 (Notice of Award), Contractor shall furnish to Owner satisfactory proof that Contractor has obtained the following insurance as specified below:
 - a. Workers Compensation Insurance & Employers Liability Insurance.
 - 1) Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
 - 2) Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
 - 3) The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Owner.
 - 4) Required Evidence of Insurance:
 - (a) Subrogation waiver endorsement, and
 - (b) Certificate of Insurance.
 - 5) If injury occurs to any employee of Contractor, Subcontractor, or sub-subcontractor for which the employee, or the employee's dependents in the event of employee's death, is entitled to compensation from Owner under provisions of the Workers Compensation Insurance and Safety Act (Act), as amended, or for which compensation is claimed from Owner, Owner may retain out of sums due Contractor under Contract Documents, amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If Owner is compelled to pay compensation, Owner may, in its discretion, either deduct and retain

- from the Contract Sum the amount so paid, or require Contractor to reimburse Owner.
- b. General Liability Insurance.
- 1) Commercial General Liability Insurance on a standard occurrence form, no less broad than ISO form CG 00 01.
 - 2) The policy shall not exclude injury or damage arising from, resulting from, or caused directly or indirectly by subsidence or liquefaction.
 - 3) Minimum Limits. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, Owner requires and shall be entitled to coverage for the higher limits maintained by Contractor.
 - (a) Projects under \$1,000,000: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project.
 - (b) Projects from \$1,000,000 - \$4,999,999: \$2,000,000 per Occurrence; \$4,000,000 General Aggregate; \$4,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project.
 - (c) Projects from \$5,000,000 - \$9,999,999: \$5,000,000 per Occurrence; \$5,000,000 General Aggregate; \$5,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project.
 - (d) Projects \$10,000,000 and Over: Minimum Limits: \$10,000,000 per Occurrence; \$10,000,000 General Aggregate; \$10,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project.
 - 4) Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by Owner. Contractor is responsible for any deductible or self-insured retention and shall fund it upon Owner's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving Owner.
 - 5) Insurance shall be maintained for the entire period of the Work and for the duration of Contractor's guarantee period specified in Document 00630 (Guaranty), or longer period if extended by the provisions in paragraph 9.1.B.2 of Document 00700 (General Conditions), (the "Insurance Coverage Period"). Completed operations insurance shall be maintained beyond the Insurance Coverage Period as specified below:
 - (a) Projects under \$1,000,000: One (1) year after end of Insurance Coverage Period.
 - (b) Projects from \$1,000,000 - \$4,999,999: Two (2) years after end of Insurance Coverage Period.
 - (c) Projects from \$5,000,000 - \$9,999,999: Three (3) years after end of Insurance Coverage Period.
 - (d) Projects \$10,000,000 and Over: Five (5) years after end of Insurance Coverage Period.

- 6) Owner, its Board of Directors, and its employees, representatives, consultants, and agents shall be additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Contractor in the performance of the Contract Documents. Additional insureds status shall continue for the period(s) specified in paragraph 5).
 - 7) The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
 - 8) The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by Owner *et al.*
 - 9) The policy shall not exclude injury or damage caused by, or resulting from, explosion, collapse and/or underground hazards.
 - 10) The policy shall not contain a Contractors' Warranty or other similar language which eliminates or restricts insurance because of a Subcontractor's failure to carry specific insurance or to supply evidence of such insurance.
 - 11) The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against all persons or entities that are, or are required to be, additional insureds.
 - 12) The policy shall cover inter-insured suits between Contractor and the additional insureds and shall include a "separation of insureds" or "severability" clause which treats each insured separately.
 - 13) Required Evidence of Insurance:
 - (a) Additional insured endorsements or policy language granting additional insured status;
 - (b) Endorsement or policy language indicating that insurance is primary and non-contributory; and
 - (c) Certificate of Insurance.
- c. Automobile Liability Insurance.
- 1) Minimum Limits:
 - (a) Projects under \$1,000,000: \$1,000,000 combined single limit per accident.
 - (b) Projects \$1,000,000 and Over: \$2,000,000 combined single limit per accident.
 - 2) Insurance shall apply to all owned, hired, and non-owned vehicles.
 - 3) Owner, its Board of Directors, and its employees, representatives, consultants, and agents shall qualify as an insured.
 - 4) Insurance shall be maintained for the entire term of this Contract, including any Guaranty Period.
 - 5) Required Evidence of Insurance:
 - (a) Endorsement or policy language indicating that Owner, its Board of Directors, and its employees, representatives, consultants, and agents; are insureds; and
 - (b) Certificate of Insurance.

- d. Contractors Pollution Liability Insurance.
- 1) Minimum Limits:
 - (a) Projects under \$5,000,000: \$1,000,000 per pollution Incident; \$1,000,000 Aggregate; and
 - (b) Projects \$5,000,000 and Over: \$2,000,000 per pollution Incident; \$2,000,000 Aggregate.
 - 2) Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by Owner. Contractor is responsible for any deductible or self-insured retention and shall fund it upon Owner's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving Owner.
 - 3) If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of Work.
 - 4) Insurance shall be maintained for the entire period of the Work and for the duration of Contractor's guarantee period specified in Document 00630 (Guaranty), or longer period if extended by the provisions in paragraph 9.1.B.2 of Document 00700 (General Conditions), (the "Insurance Coverage Period"), plus the additional periods as specified below:
 - (a) Projects under \$1,000,000: One (1) year after end of Insurance Coverage Period.
 - (b) Projects from \$1,000,000 - \$4,999,999: Two (2) years after end of Insurance Coverage Period.
 - (c) Projects from \$5,000,000 - \$9,999,999: Three (3) years after end of Insurance Coverage Period.
 - (d) Projects \$10,000,000 and Over: Five (5) years after end of Insurance Coverage Period.
 - 5) If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the Work.
 - 6) Owner, its Board of Directors, and its employees, representatives, consultants, and agents; shall be additional insureds for liability arising out of operations by or on behalf of the Contractor in the performance of the Contract Documents.
 - 7) The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by Owner *et al.*
 - 8) Required Evidence of Insurance:
 - (a) Additional insured endorsement or policy language granting additional insured status;
 - (b) Endorsement or policy language indicating that coverage is primary and non-contributory; and
 - (c) Certificate of Insurance.

- e. Professional Liability/Errors & Omissions Insurance.
 - 1) Required if the Contractor or its employees engage in design or professional activities (architecture, engineering or surveying) that are not subcontracted out.
 - 2) Minimum Limit: \$1,000,000 per claim or per occurrence.
 - 3) Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by Owner.
 - 4) If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the Work.
 - 5) Insurance applicable to the Work performed under the Contract shall be continued for two (2) years after completion of the Work. Such continuation insurance may be provided by one of the following:
 - (a) renewal of the existing policy;
 - (b) an extended reporting period endorsement;
 - or (c) replacement insurance with a retroactive date no later than the commencement of the Work.
 - 6) Required Evidence of Insurance:
 - (a) Certificate of Insurance.
- 2. Increase of Minimum Limits.
 - a. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of Owner, warrant such increase. Contractor shall increase required insurance amounts upon direction by Owner.
- 3. Standards for Insurance Companies.
 - a. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.
- 4. Documentation.
 - a. The Certificate of Insurance shall include the following reference: 45-5.1-7 #1A.
 - b. Contractor agrees to maintain current Evidence of Insurance on file with Owner for the periods of insurance specified above in Paragraphs 2.4.2.B.1.a through 2.4.2.B.1.e. Any requirement to maintain insurance after Final Completion of the Work, including providing Certificates evidencing required insurance, shall survive the Contract.
 - 1) Required Evidence of Insurance shall be submitted to Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403-9019.
 - 2) Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
 - 3) Contractor shall provide immediate written notice if: (a) any of the required insurance policies is terminated; (b) the limits of any of the required policies are reduced; or (c) the deductible or self-insured retention is increased.
 - 4) Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.
- 5. Policy Obligations
 - a. Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

6. Material Breach.

- a. If Contractor fails to maintain Insurance which is required pursuant to the Contract Documents, it shall be deemed a material breach. Owner, at its sole option, may terminate the Contract for default and obtain damages from Contractor resulting from said breach. Alternatively, Owner may purchase the required Insurance, and without further notice to Contractor, Owner may deduct from sums due to Contractor any premium costs advanced by Owner for such insurance. These remedies shall be in addition to any other remedies available to Owner under the Contract Documents or Law.

4.2.C. Subcontractors - Required Insurance.

1. With respect to their portion of the Work, Subcontractors of all tiers shall maintain the same insurance required to be maintained by Contractor with limits as follows:
- a. Minimum General Liability Limits for Framing, Mechanical, and Electrical Subcontractors.
- 1) Projects under \$1,000,000: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project.
 - 2) Projects \$1,000,000 and Over: \$2,000,000 per Occurrence; \$4,000,000 General Aggregate; \$4,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project.
- b. Minimum General Liability Limits for all Subcontractors other than Framing, Mechanical, and Electrical Subcontractors.
- 1) \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project.
- c. Minimum Automobile Liability Limits.
- 1) \$1,000,000 combined single limit per accident.
- d. Minimum Employers Liability Limits.
- 1) \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- e. Professional Liability/Errors & Omissions Insurance.
- 1) Required for any architect, engineer, surveyor or other licensed professional engaged by Contractor to perform portions of the Work.
 - 2) Minimum Limit: \$1,000,000 per claim or per occurrence.
 - 3) Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by Owner.
 - 4) If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the Work.
 - 5) Coverage applicable to the Work performed under the Contract shall be continued for two (2) years after completion of the Work. Such continuation coverage may be provided by one of the following: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the Work.
 - 6) Required Evidence of Insurance:
 - (a) Certificate of Insurance.

4.2.D. Builder’s Risk.

1. With respect to Work under this Contract, Owner shall maintain “All-Risk” Course of Construction insurance as follows:
 - a. Insured Property shall include: (1) Real property in Course of Construction; (2) building materials and supplies intended to be in or on the completed Work located at the Site, in storage or in transit, and whether or not owned or paid for by Owner; (3) fixtures and machinery intended to be in or on the completed Work; (4) scaffolding, cribbing, fencing, forms and temporary trailers, while located on the Site, in storage or in transit.
 - b. Limit of insurance shall be the full contract value.
 - c. Responsibility for paying deductibles is as follows:

<i>Contract Value or Description</i>	<i>Contractor's Responsibility for Deductible: Earthquake and Flood</i>	<i>Contractor's Responsibility for Deductible: Other Insured Perils</i>	<i>Owner's Responsibility for Deductible</i>
Full Contract Value under \$1,000,000	First \$10,000	First \$5,000	Balance of Deductible
Full Contract Value: \$1,000,000 - \$9,999,999	First \$20,000	First \$10,000	Balance of Deductible
Full Contract Value: \$10,000,000 - \$19,999,999	First \$50,000	First \$25,000	Balance of Deductible
Full Contract Value: \$20,000,000 and above	First \$60,000	First \$30,000	Balance of Deductible

- d. Contractor and Subcontractors of all tiers shall be additional insureds.
- e. Excluded property: Equipment, tools, and personal effects belonging to Contractor or Subcontractors of all tiers.
- f. Insured perils: All Risks of Direct Physical Damage or Loss, including flood and, for scheduled locations, earthquake, except as excluded.
- g. Exclusions may include, but are not limited to:
 - 1) Loss due to wear and tear, moth, vermin, termites, insects, latent defects, gradual deterioration, wet or dry rot, rust, corrosion, erosion or normal settling, shrinkage and/or expansion of buildings or foundations.
 - 2) Loss or damage due to contaminants and/or pollutants. However, fire losses arising directly or indirectly from pollutants or contaminants are covered.
 - 3) Loss of use or occupancy or consequential loss.
 - 4) Liquidated damages and/or penalties for delay or detention in connection with guarantees of performance or efficiency.
 - 5) Loss or damage caused by or resulting from infidelity or dishonesty on the part of any insured or the employees or agents of any insured.
 - 6) Inventory shortage or unexplained disappearance.
- h. A copy of Owner’s Course of Construction Insurance, including all policy coverages, conditions and exclusions, shall control in the event of any conflict with the language of this Document 00700. Upon request, Owner will provide a Certificate of Property Insurance.

END OF DOCUMENT

DOCUMENT 00910

ADDENDA

Mirabel Fish Screen and Fish Ladder Replacement

[DOCUMENT TO BE COMPLETED AS ADDENDA DURING BID PERIOD]

END OF DOCUMENT

